

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

**Tuesday, February 11, 2020
3:00 p.m.**

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



COUNTY COMMISSIONERS

Bryan Desloge, Chairman
District 4

Rick Minor, Vice Chair
District 3

Kristin Dozier
District 5

Jimbo Jackson
District 2

Mary Ann Lindley
At-Large

Nick Maddox
At-Large

Bill Proctor
District 1

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 and minutes are available on the Leon County Home Page at: www.leoncountyfl.gov.

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 (Section 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, February 11, 2020, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Terry Delaney, Associate Pastor at the First Baptist Church of Tallahassee

Pledge of Allegiance by Commissioner Mary Ann Lindley

AWARDS AND PRESENTATIONS

- Proclamation Recognizing FAMU as the No. 2 Public Historically Black College and University (HBCU) in the Nation and the No. 1 Ranked HBCU in the State of Florida
(Commissioner Maddox)
- Proclamation Recognizing Ryan Stanley, FAMU Quarterback, as the 2019 Mid-Eastern Athletic Conference Player of the Year
(Commissioner Maddox)
- Proclamation Recognizing the 100th Anniversary League of Women Voters
(Commissioner Minor)
- Presentation Acknowledging the County's Training Support for the Florida Association of Counties
(Ginger Delegal, Florida Association of Counties)

CONSENT

1. Minutes: October 15, 2019 Joint County / City Workshop on the Comprehensive Plan and Alternative Mobility Funding System Study, and October 29, 2019 County Attorney Selection Special Meeting
(Clerk of Court)
2. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Ratification of Board Actions Taken at the January 27, 2020 Annual Retreat
(County Administrator/ County Administration)
4. Authorization to Proceed with the Development of an Ordinance Amending Chapter 5 of the Leon County Code of Laws, "Building and Construction Regulations"
(County Administrator/ Development Support & Environmental Management)
5. Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled "Lake Protection Node Zoning District" for April 14, 2020 and April 28, 2020 at 6:00 p.m.
(County Administrator/ Development Support & Environmental Management)
6. Approval of the Plat of Retreat at Mahan Subdivision
(County Administrator/ Public Works)

7. Local Agency Program Supplemental Agreement with Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line
(County Administrator/ Public Works)
8. Local Agency Program Supplemental Agreement with Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road at Knots Lane
(County Administrator/ Public Works)
9. Authorization to Negotiate an Agreement for Disaster Recovery Consulting Services
(County Administrator/ County Administration/ Purchasing/ Public Works)
10. Proposed Update of the Community Development Block Grant Policies
(County Administrator/ Human Services & Community Partnerships)
11. Resolution Supporting Project Juggernaut as a Qualified Target Industry Applicant
(County Administrator/ PLACE/ Office of Economic Opportunity)

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

12. 2019 Concurrency Annual Report
(County Administrator/ Development Support & Environmental Management)
13. Code Enforcement Board and Code Compliance Program FY 2018-2019 Annual Report
(County Administrator/ Development Support & Environmental Management)
14. Contractors' Licensing and Examination Board Fiscal Year 2018-2019 Annual Report
(County Administrator/ Development Support & Environmental Management)

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

15. Consideration to Renew the Exclusive Franchise for Solid Waste Collection Services in Unincorporated Leon County
(County Administrator/ Office of Resource Stewardship)
16. Consideration of an Interim Agreement with Marpan Recycling and Authorization of Consultant Services for Long-term Recycling Analysis
(County Administrator/ County Administration/ Office of Resource Stewardship)
17. Council on Culture and Arts Cultural Facilities Matching Grant Program Awards
(County Administrator/ Tourism Division)
To be distributed under separate cover.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

18. First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee Leon County Comprehensive Plan Capital Improvements Schedule
(County Administrator/ PLACE/ Planning)
19. First of Two Public Hearings to Consider Adoption of an Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled “Mining Zoning District”
(County Administrator/ Development Support & Environmental Management)
20. First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”
(County Administrator/ Development Support & Environmental Management)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- none

ADJOURN

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for
Tuesday, February 25, 2020 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 contact the Board Secretary
or visit the County Clerk website at www.leoncountyfl.gov**

PUBLIC NOTICE

Leon County Board of County Commissioners 2020 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 27	Monday	9:00 a.m.	Board Retreat
January 28	Tuesday	3:00 p.m.	Regular Board Meeting
February 11	Tuesday	3:00 p.m.	Regular Board Meeting
February 25	Tuesday	1:00 p.m.	Joint Workshop Comprehensive Plan Amendments
February 25	Tuesday	3:00 p.m.	Regular Board Meeting
March 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 14	Tuesday	3:00 p.m.	Regular Board Meeting
April 14	Tuesday	6:00 p.m.	Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
April 28	Tuesday	9:00 a.m.	Budget Policy Workshop
April 28	Tuesday	3:00 p.m.	Regular Board Meeting
May 12	Tuesday	3:00 p.m.	Regular Board Meeting
May 26	Tuesday	3:00 p.m.	Regular Board Meeting
May 26	Tuesday	6:00 p.m.	Adoption Hearing on 2020 Cycle Comprehensive Plan Amendments
June 16	Tuesday	9:00 a.m.	Budget Workshop
June 16	Tuesday	3:00 p.m.	Regular Board Meeting
July 14	Tuesday	9:00 a.m.	Budget Workshop
July 14	Tuesday	3:00 p.m.	Regular Board Meeting
September 8	Tuesday	3:00 p.m.	Regular Board Meeting
September 8	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 22	Tuesday	3:00 p.m.	Regular Board Meeting
September 22	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 13	Tuesday	3:00 p.m.	Regular Board Meeting
October 27	Tuesday	3:00 p.m.	Regular Board Meeting
November 17	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
December 8	Tuesday	3:00 p.m.	Regular Board Meeting

PUBLIC NOTICE
Leon County Board of County Commissioners
2020 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
January 2020	Wednesday 1	Offices Closed	NEW YEAR'S DAY
	<i>Thursday 9 & Friday 10</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 14	No meeting	BOARD RECESS
	Monday 20	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 27	9:00 a.m.	Board Retreat FSU Dodd Hall, Heritage Museum
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Second & Final Public Hearing to adopt Ordinance amending Section 10-1.101, entitled "Definitions" creating a new Section 10-6.820, entitled "Solar Energy Systems"
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 7, Article II of the Leon County Code of Laws Entitled, "Additional Civil Traffic Penalty"
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way
	<i>Wednesday 29</i>	<i>7:30 a.m.</i>	<i>FAC Legislative Day Tallahassee, FL</i>
	Thursday 30	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
February 2020	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First of two Public Hearings to consider adoption of a proposed Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining Zoning District"
		6:00 p.m.	First of two Public Hearings to consider adoption of a proposed Ordinance amending the Land Development Code of the Leon County Code of Laws to allow Urban Agriculture and Urban Equine as permitted uses
		6:00 p.m.	First & only Public Hearing on an Ordinance updating the Capital Improvements Schedule of the Capital Improvements Element of the Comprehensive Plan
	Friday 14	9:00 – 10:30 a.m.	Community Legislative Dialogue Meeting
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 25	1:00 p.m.	Joint City/County Workshop on the 2020 Cycle Comprehensive Plan Amendments & the Development of New Comprehensive Plan
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Saturday 29 – Wednesday 4</i>		<i>NACO Legislative Conference Washington, D.C.</i>
March 2020	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
March 2020 (cont.)	Tuesday 10	6:00 p.m.	Second and Final Public Hearing to Consider Adoption of a Proposed Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District"
		6:00 p.m.	First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order
	Thursday 12	1:00 p.m.	Blueprint Economic Development Strategic Plan Workshop
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
April 2020	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2020 Comprehensive Plan Amendments
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of a Proposed Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses
		6:00 p.m. tentative	<u>First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled "Lake Protection Node Zoning District"</u>
	<i>Thursday 16 & Friday 17</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 28	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m. tentative	<u>Second and Final Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled "Lake Protection Node Zoning District"</u>
	May 2020	Tuesday 12	3:00 p.m.
Tuesday 19		1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
Thursday 21		1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
Monday 25		Offices Closed	MEMORIAL DAY
Tuesday 26		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments
June 2020	<i>Tuesday 9 - Friday 12</i>		<i>FAC Annual Conference & Educational Exposition Orange County; Orlando, FL</i>
	Monday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 16	9:00 a.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers

Month	Day	Time	Meeting Type
July 2020	Friday 3	Offices Closed	INDEPENDENCE DAY observed
	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 14	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	<i>Friday 17 - Monday 20</i>		<i>NACo Annual Conference Orange County; Orlando, FL</i>
	Tuesday 28	No Meeting	BOARD RECESS
August 2020	<i>Wednesday 5 – Saturday 8</i>		<i>National Urban League Annual Conference Houston, TX</i>
	<i>Friday 14 - Sunday 16</i>		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
September 2020	Monday 7	Offices Closed	LABOR DAY
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 20/21*
	<i>Wednesday 9 - Thursday 10</i>		<i>FAC Innovation & Policy Conference Palm Beach County; Palm Beach Gardens, FL</i>
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 17	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 20/21*
	<i>Wednesday 23 – Saturday 26</i>		<i>ICMA Annual Conference Toronto</i>
	<i>Wednesday – Sunday TBD</i>	<i>typically mid- September</i>	<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
<i>*These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings</i>			
October 2020	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 20	9:00 a.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
November 2020	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 16 TENTATIVE	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Thursday 26	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2020	<i>Wednesday 2 - Friday 4</i>		<i>FAC Legislative Conference Duval County; Jacksonville, FL</i>
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers

Month	Day	Time	Meeting Type
December 2020 (Cont.)	Thursday 10	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Friday 25	Offices Closed	CHRISTMAS DAY
January 2021	Friday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 12	No Meeting	BOARD RECESS

Citizen Committees, Boards, and Authorities **Current and Upcoming Vacancies**

leoncountyfl.gov/committees

CURRENT VACANCIES

Advisory Committee on Quality Growth

(seat for a person employed by a university or local school system)
Board of County Commissioners (1 appointment)

Affordable Housing Advisory Committee

Board of County Commissioners (1 appointment)

Board of Adjustment & Appeals

City of Tallahassee Commission (2 appointments)

Contractors Licensing & Examination Board

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

Leon County Educational Facilities Authority

Board of County Commissioners (1 appointment)

UPCOMING VACANCIES

MARCH 31, 2020

Affordable Housing Advisory Committee

Board of County Commissioners (9 appointments)

Contractors Licensing & Examination Board

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

APRIL 30, 2020

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

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

Board of County Commissioners (2 appointments)

MAY 31, 2020

Advisory Committee on Quality Growth

Board of County Commissioners (6 appointments)

JUNE 30, 2020

Architectural Review Board

(seat for the Planning Commission Chair or designee)
Planning Commission (1 appointment)

Board of Adjustment & Appeals

Board of County Commissioners (2 appointments)

JUNE 30, 2020 (cont.)

CareerSource Capital Region Board

Board of County Commissioners (2 appointments)

Planning Commission

Board of County Commissioners (1 appointment)

JULY 31, 2020

Big Bend Health Council

Board of County Commissioners (4 appointments)

Code Enforcement Board

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

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

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

Investment Oversight Committee

Clerk of Court (1 appointment)

Leon County Educational Facilities Authority

Board of County Commissioners (3 appointments)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

Leon County Board of County Commissioners

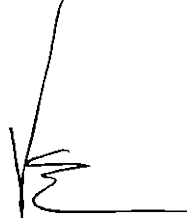
Agenda Item #1

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: October 15, 2019 Joint County / City Workshop on the Comprehensive Plan and the Alternative Mobility Funding System Study; October 29, 2019 County Attorney Selection Special Meeting



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kimberly M. Wilder, Finance Director, Clerk of Court & Comptroller
Lead Staff/ Project Team:	Beryl Wood, Clerk to the Board

Statement of Issue:

This agenda item seeks Board review and approval of the following minutes: October 15, 2019 Joint County/City Workshop on the Tallahassee-Leon County Comprehensive Plan and the Alternative Mobility Funding System Study and October 29, 2019 County Attorney Interviews and Selection Process Special Meeting

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes of October 15, 2019, Joint County/City Workshop on the Tallahassee-Leon County Comprehensive Plan and the Alternative Mobility Funding System Study and October 29, 2019 County Attorney Interviews and Selection Process Special Meeting

Attachments:

1. October 15, 2019 Joint County/City Workshop on the Tallahassee-Leon Comprehensive Plan and the Alternative Mobility Funding System Study
2. October 29, 2019 County Attorney Interviews and Selection Process Special Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
Joint County/City Workshop
On the Tallahassee-Leon County
Comprehensive Plan
And the Alternative Mobility
Funding System Study
October 15, 2019**

The Leon County Board of County Commissioners met for a Workshop on the Joint County/City Comprehensive Plan and the Alternative Mobility Funding System Study on Tuesday, October 15, 2019 at 12:00 p.m.

Present were Chairman Jimbo Jackson, Vice Chairman Bryan Desloge and Commissioners Mary Ann Lindley, Kristen Dozier, and Rick Minor. Absent were Commissioners Nick Maddox and Bill Proctor. Also present were County Administrator Vincent Long, County Attorney Herb Thiele and Board Secretary Beryl H. Wood.

City Commissioners Present: Mayor John Dailey, Commissioners Elaine Bryant, Jeremy Matlow, Curtis Richardson and Diane Williams-Cox. Also present were City Manager Reese Goad

Facilitator(s): Alan Rosenzweig, Deputy County Administrator
Ken Morris, Assistant County Administrator
Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE)
Cherie Bryant, Director, Planning Department
Artie White, Administrator, Comprehensive Planning
Julie Conn Christesen, Principal Planner
Johnathan Palmer, Nue Urban Concepts

Chairman Jackson welcomed the City Commissioners to the Workshop and then turned the meeting over to County Administrator Long.

County Administrator Long also welcomed everyone to the Workshop. He explained this is Phase I of the Alternative Mobility Funding System Study and sought their approval to initiate Phase II of the study. He then turned the Workshop over to Cherie Bryant, Director, Planning Department.

Phase I Report on the Alternative Mobility Funding System Study and Authorization to Initiate Phase II of the Alternative Mobility Funding System Study

Cherie Bryant welcomed everyone and gave a summary of Phase 1 as she introduced the first item. She commented that in 2016, the Board and City Commission directed staff to retain a consultant to evaluate options for replacing the existing transportation concurrency fees. This item seeks Board and City Commission consideration of the first phase of the consultant study which evaluates the existing concurrency system and recommends consideration of a Tiered Mobility Fee funding strategy. Should the Board and Commission direct staff to proceed with the next phase of the study (Phase IIA), the consultant will develop a Mobility Infrastructure Plan

which identifies the transportation infrastructure funding needs specific to Tallahassee-Leon County and preliminary Tiered Mobility Fees through 2040.

This item has a fiscal impact. The first phase of the study cost \$100, 000 shared evenly between the County and City. The next phase of the study would be \$225,000 to be split by the County and City. Adequate funds are currently available in the respective budgets for this expense. Should the Board and City Commission decide to implement a new transportation funding system at the end of the study, the fee revenue would be dedicated for long-term mobility infrastructure investments in Tallahassee-Leon County.

Johnathan Palmer, Principal of Nue Urban Concepts, discussed the findings of the study. He briefly presented topics such as:

- What is Transportation Concurrency?
 - It is an adequate roadway compliance to meet the demands of new development.
- What kind of infrastructure provides capacity?
- How do you move people?
 - He noted it was primarily done through bikes, trails, sidewalks, paths and transit vehicles.
- How is infrastructure funded?
- He highlighted that sales tax and gas tax are the top two taxes. State and Federal funds, Tolls, Private Development, Impact Fees/Mobility fees; Proportionate Share (Impact/Mobility Fee Creditable), Community Development Districts (CDD0, Property tax and special assessments.
- What is a Tired Mobility Fee?
 - A streamlined process for development to mitigate its transportation impact.
- He referenced mobility plan examples in Sarasota & Osceola Counties. He discussed a recent one in St. Augustine (Mobility Plan).
- He gave examples: electric biking, e-scooter, bike sharing shared mobility, golf carts & low speed vehicles, Autonomous vehicles & Autonomous Transit, and Parking.

Commissioner Lindsey inquired about the autonomous vehicles' route and how it appeared to haul fewer people.

Commissioner Richardson inquired how have they addressed people not employed. He asked how they are handling maintenance. He also asked would there be an opportunity for training programs with such places such as Lively Vocational Technical School.

Mr. Palmer stated they would have contracts with vendors. He noted there would be additional opportunities for employment.

Mr. Palmer relayed information on growth in Leon County. Public Outreach "Broad Summary" such as with Congestion:

- Peak Hour Issues
- Current Concurrency System: Unpredictable;
- Road Impact Fee/Concurrency: Where do the funds go?
- MMTD Concurrency System

Other Mobility Systems Evaluated

- Alachua County

- Altamonte Springs
- Broward County,
- Duval,
-

Dual Rational Nexus Test & Rough Proportional; alternative Transportation Mitigation Options

3.) Road Impact Fee;

Commissioner Richardson noted currently the transit system was not funding itself and had apprehension in bringing in competition. However, he thought it could be linked to the current transit system and inquired were any of them linked to the current public transit system? Such linkage could broaden their mobility offerings.

Mr. Palmer stated it was a possibility according to how this plan is structured. He then discussed the tiered mobility fee options.

Commissioner Minor asked about funding from the different tiers going to mobility improvement within that tier.

Commissioner Dozier questioned the shared plan and where they apply the dollars. How do we meet that goal?

Commissioner Maddox arrived at 12:48pm.

Commissioner Lindley moved, duly seconded by Commissioner Dozier.

Commissioner Maddox commented on residential properties.

Mr. Palmer stated you don't want to put a burden on one particular user. He discussed things communities are doing for residential properties based on square footage, in order to become more equitable. Mr. Palmer noted it would be part of the analysis and there would be several recommendations He noted the ultimate decision is with the Commissioners.

Commissioner Dozier discussed the mobility fee. She asked about carving out an exception for land trusts. She asked could there be a different fee.

Commissioner Cox-Williams noted she was in favor of moving forward. She discussed some of the dollars being left in the community.

Commissioner Richardson discussed the affordability of housing. He said adding fees could make the problem grow and asked that they keep this in mind. He noted he was excited for how this moves the community into the future. He was in favor of the next phase and how would it compliment blueprint. He brought up public transit. He didn't want to compete, however if it could enhance transit opportunities.

Commissioner Bryant discussed Purpose Built Communities and the necessity of making provisions for those type of opportunities.

Commissioner Desloge shared that he was in support of and noted they had to figure out how to pay for these improvements. He noted the intent is to collect in a more equitable fashion rather

than how it is done presently. He shared the goal was not to collect more money, but to do so in a more equitable fashion.

Commissioner Matlow acknowledged the great points brought up. As they move in the direction of mobility fees, it would create a lot more flexibility with where spending could go. He wanted to ensure that there was an increase in participation by stakeholders across the community as they start to look at different projects.

Commissioner Lindley moved, duly seconded by Commissioner Dozier. The Board approve Option 1: Accept the Phase I Report on the Alternative Mobility Funding System Study and direct staff to initiate Phase IIA to develop a Mobility Infrastructure Plan identifying the transportation infrastructure funding needs and preliminary Tired Mobility Fees 2040, to be brought back to the County and City Commissions for consideration. The motion carried 6-0. (Commissioner Proctor was not present).

Commissioner Richardson moved, duly seconded by Commissioner Bryant. The Board approved Option 1: Accept the Phase I Report on the Alternative Mobility Funding System Study and direct staff to initiate Phase IIA to develop a Mobility Infrastructure Plan identifying the transportation infrastructure funding needs and preliminary Tired Mobility Fees 2040, to be brought back to the County and City Commissions for consideration. The motion carried 5-0.

Informational Workshop on the Tallahassee-Leon County Comprehensive Plan

Mr. Artie White introduced the second item. He commented as requested at the February 26th Joint County-City Workshop, this item provides for a joint County-City informational workshop on the Tallahassee-Leon County Comprehensive Plan. Also, as requested at the May 28th Board meeting, this item includes information on how the Comprehensive Plan supports the development of affordable housing.

He commented on the Urban Services Area, Balancing Growth and Sustainability, Redevelopment, Complete Streets, Sothern Strategy Area, Conservation and Preservation Areas, Canopy Roads, Green Ways, Wakulla Springs Protection, Economic Development Element, Historic Preservation Element, Levels of Service Standards, and Affordable Housing (Land Use Element, Housing Element, Mobility Element).

Mayor Dailey questioned would it make sense to scope all of the elements instead of only two.

Commissioner Dozier shared that looking at all the elements is a great idea. She asked if they would need to approve an expansion of the scope.

Commissioner Cox-Williams commended staff for the work they have put into this project. She cautioned they need to consider the task of going into an RFP when the process is already under way. She discussed expanding the scope would expand budget. She stated they would need a budget timeline, so they would be able to pay for it. Another point she mentioned was there any opportunities for mutual agreements among different levels of government, resulting in a level playing field for small, minority, and women owned businesses to become certified, thereby decreasing barriers.

Commissioner Minor stated it was a great idea. He mentioned what gave him pause was slowing down on process on the RFP's that have been closed. He asked did they feel they would receive the same result if they take the process and split it into two sections. First, if they finish the

Land Use Mobility which they have already started and second, immediately after seeing where it has cross referenced with other elements take the next phase and make the changes at that point.

County Administrator Long noted, after conferring with City Manager Reese Goad, this was an RFP and not a bid, so they could bring back, after negotiating with the number one ranked firm, an option to expand the scope. They could then bring the budgetary impact to the Board's for their consideration.

City Manager Goad agreed with this approach as an option.

Commissioner Lindley shared she was in favor slowing down the process.

Commissioner Williams-Cox inquired what should be done from the perspective of the administrative staff.

Mrs. Cherie Bryant noted it has been 30 years since the Comprehensive Plan was originally written. She stated the scope added to the RFP to look for any inconsistency and identify all issues that need correction. She shared they would need to look at cost and balance by working with the Administration resulting in a clean, modern Comprehensive Plan.

Commissioner Maddox moved, duly seconded by Commissioner Desloge. The Board accepted the status report on the Tallahassee-Leon County Comprehensive Plan and have staff to come back with the proposal and cost associated to cover every element of the Comprehensive Plan.

Commissioner Dozier inquired due to nature of the RFP, should the motion be amended to stop the current process.

County Administrator Long noted that with the Board's consent they could move forward with the top recommended consultants or, if their direction was to slow down the process and rescope, they could follow that as well and return with their findings.

Commissioner Dozier shared she wouldn't be able to support this motion, because it would cost businesses too much money and the length of time that has been put into this project. However, she noted she would rather have an agenda item coming back adding the scope.

Commissioner Williams-Cox cautioned concern for companies that have taken the time to respond based on the set of requirements established, companies may have not participated because the scope was limited. She reiterated that by going with the ones that responded or the one that was first is creating some undo advantage. She cautioned they should be careful in how they handle the procurement process.

Commissioner Maddox concurred with Commissioner Williams-Cox. However, he stated they could do two things and the more logical thing is put the RFP back out for a bid and (1) look at it holistically or (2) maintain the scope that is currently in place. He noted it was unfair to those that saw this as a limited scope project and know we change our minds and now want a larger scope. He suggested in the near future that they open another RFP to do the remainder.

Mayor Dailey asked City Manager Goad to discuss how they move forward.

City Manager Goad emphasized they have all the flexibility needed. If they choose to rebid the RFP, there would be expenses related to it, or to move forward with the current RFP. He stated, based on of his experience, no matter the scope, the ones that have responded, would be the ones responding.

County Administrator Long agreed with the City Manager. He shared that if they were to negotiate with the top-ranking firm it would not be complicated or time consuming.

Chairman Jackson noted he was prepared to support the motion on the county side.

Commissioner Matlow clarified the current motion. He noted he could see both sides of the motion. However, he shared he does not like drastically changing the scope of the RFP. He supported the motion on the city side.

County Commission

Commissioner Maddox moved, duly seconded by Commissioner Desloge. The Board accepted the status report on the Tallahassee-Leon County Comprehensive Plan and have staff to come back with what the proposal would be, and the cost associated to cover every element of the Comprehensive Plan. The motion carried 5-1. (Commissioner Dozier in opposition).

City Commission

Commissioner Matlow moved, duly seconded by Commissioner Bryant. The Board accepted the status report on the Tallahassee-Leon County Comprehensive Plan and have staff to come back with what the proposal would be, and the and cost associated to cover every element of the Comprehensive Plan. The motion carried 4-1. (Commissioner Richardson in opposition).

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 1:59 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
COUNTY ATTORNEY INTERVIEWS
AND SELCTION PROCESS
SPECIAL MEETING
October 29, 2019**

The Board of County Commissioners of Leon County, Florida met in special session at 12:30 p.m. with Chairman Jimbo Jackson presiding. Present were Vice-Chairman Bryan Desloge and Commissioners Nick Maddox, Bill Proctor, Kristin Dozier, Mary Ann Lindley, and Rick Minor. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Human Resource Director, Candice Wilson, and Clerk to the Board Beryl H. Wood.

Chairman Jackson called the meeting to order at 12:30 p.m. He welcomed Ms. Cynthia Everett as the first candidate to begin the interview process. He explained that each candidate would have a list of questions. The candidate was seated in the round table facing the Commission for the interview process in the Commissioner's Boardroom. They were each kept in a separate office area until it was their time to come before the Board.

County Attorney Thiele noted this was a Special Meeting and briefly gave the background. As approved by the Board at the October 15, 2019 meeting, this Special Meeting is scheduled to conduct interviews with candidates for the position of County Attorney. Following the interview, the Board will determine if there is a candidate (or candidates) in which the Commission may have an interest in extending an offer of employment. If so, a ranking process will be used to determine the Board's preferred candidate (s). Following the ranking process, the Board may authorize the Chairman to negotiate an employment agreement with the highest-ranked candidate (and possibly a second-highest ranked candidate) which would be brought back to the Board for final approval.

Should the Special Meeting not result in a preferred candidate(s), the Board may direct the screening committee to extend the recruitment process.

Each Commissioner was provided a list of scripted questions that would be asked randomly by them to candidates. Below are the following questions:

1. Tell us a little about yourself and your interest in this opportunity.
2. Tell us about your legal experience.
3. Share with us your experience in making legal recommendations to an elected body.
4. Describe your experience working on mediated settlement agreements including involving community groups and constituents to resolve matters and avoid litigation.
5. Describe your attorney style including experience in managing a legal office.
6. Tell us about a time when you have experienced as potential professional ethical challenge and how you addressed it.
7. Describe your attorney style including experience, including drafting development agreements, working on land use/comprehensive plan issues, environmental issues, etc.
8. Describe your experience working on statewide legal issues related to Counties, such as preemption, home rule, etc.
9. Describe a time when you saw some problem and took the initiative to correct it rather than waiting for someone else to do it or be directed to fix it.
10. What do you consider to be your area(s) of professional strength and weakness?
11. Describe your litigation experience.
 - a. How many jury trials, bench trials, or DOAH proceedings have you handled yourself?

- b. What were the subject matters, if you can recall?
 - c. Have you litigated any matters in federal district courts?
 - d. Discuss any experience you have handling any appellate matters at the state and federal level.
12. Is there anything you wish to share with us regarding the details of your separation from previous employers?

The Board began their interviewing start time at 12:40 pm with the first candidate. Each candidate was asked an array of questions and they were allowed to answer.

1. **Cynthia Everett:**

37 years of experience practicing law, including 7 years of experience serving as the City Attorney for Opa-Locka and Fort Lauderdale, Florida. 14 additional years of experience practicing local government law in private practice including serving as the Village Attorney for Pinecrest, Florida on a contract basis. Also served for 6 years as Assistant U.S. Attorney in the Southern District of Florida and 7 years as Assistant State Attorney in the Miami-Dade County State Attorney's Office. Member of the Florida Bar in good standing with Board certification in Labor and Employment Law.

Chairman Jackson thanked Attorney Everett for her professional demeanor and asked her to give closing remarks.

Attorney Everett gave her closing remarks. She reminded the Board of her willingness to serve and that she was ready, energetic, and loyal to serve in the position of County Attorney.

2. **Mark Moriarty:**

23 years of experience as in-house legal counsel for three Florida municipalities. Served as Assistant City Attorney for Fort Myers, Florida from 1996 to 2014; City Attorney of North Port, Florida from 2014 to 2017; and Assistant City Attorney for Cape Coral, Florida from 2017 to present. Member of the Florida Bar in good standing and is a Board-Certified Specialist in City, County, and Local Government Law. Served as Past Chair of the City, County, and Local Government Law Section of the Florida Bar.

Chairman Jackson thanked Attorney Moriarty for his professionalism and asked if he would give closing remarks.

Attorney Moriarty responded how much he admired Leon County and spoke of the professionalism displayed during the interview process and stated he would love to have the opportunity to work for them.

3. **Chasity O'Steen:**

16 years of experience practicing law, including 5 years of experience serving as General Counsel or Deputy General Counsel for the Florida Department of Children and Families, the Florida Department of Financial Services, and the Florida Department of Management Services. 10 years of experience practicing local government law in private practice with Sniffen & Spellman, P.A., Rose, Sundstrom & Bentley, LLP (now Sundstrom & Mindlin, LLP), and Hopping Green & Sams, P.A. Member of the Florida Bar in good standing. Board-Certified in City, County and Local Government Law, 2012-2016.

Chairman Jackson thanked Attorney O'Steen for her professional demeanor and asked her for closing remarks.

Attorney O'Steen remarked how she would like the opportunity to expound on why she was choosing to return to local government. She closed by wishing the best for the Board.

4. **LaShawn Riggans:**

13 years of experience practicing law, including 8 plus years of legal experience with Leon County Government. Served as Assistant County Attorney beginning in 2011 and was promoted in 2017 to Deputy County Attorney. 5 years of experience serving as Assistant State Attorney in Florida's First Judicial Circuit. Member of the Florida Bar in good standing.

Chairman Jackson thanked Attorney Riggans for her professionalism and interest in interviewing for the position and asked for closing remarks.

Attorney Riggans gave her final remarks by thanking the Board for the opportunity to interview and that it would be a pleasure serving under their leadership.

Board Response:

Commissioner Minor thanked Mrs. Candice Wilson, Human Resource Director and staff for ensuring a smooth process was had.

County Administrator Long shared that the Board would now move to deliberation and explained the ranking process with the number 4 being the highest ranking and 1 being the lowest. He shared after they had finished, and all ranking sheets had been collected they would be given to Deputy County Administrator Allen Rosenzweig and Assistant County Administrator Andrew Johnson for final totaling.

Results:

- Chasity O'Steen - 19 points
- LaShawn Riggans -18 points
- Mark Moriarty -17 points
- Cynthia Everett-16 points

Chairman Jackson presented options 1-4.

Options:

1. *Select a highest-ranked candidate for the position of County Attorney and authorize the Chairman to negotiate an employment agreement and present a negotiated agreement to the Board for final approval.*
2. *Select a second-highest ranked candidate to whom the Board wishes to extend an employment offer in the event that an agreement with the highest-ranked candidate cannot be reached.*
3. *Direct the County Attorney Screening Committee to continue the recruitment process by engaging and executive recruitment firm.*
4. *Board Direction*

Commissioner Desloge moved, duly seconded by Commissioner Dozier, for Option 1 and 2: Option 1: Select a highest ranked candidate for the position of County Attorney and authorize the

Chairman to negotiate an employment agreement and present a negotiated agreement to the Board for final approval. Option 2: Select a second-highest ranked candidate to whom the Board wishes to extend an employment offer in the event that an agreement with the highest ranked candidate cannot be reached. The motion carried 7-0.

Commissioner Desloge commented on the expertise of each of the candidates.

Commissioner Dozier offered her appreciation for the accomplishments and professionalism of each candidate along with their willingness to serve.

Commissioner Minor commented on the great candidates and excellent skills they all possessed. He wished them all the best in their future endeavors.

Chairman Jackson commented on the process and that it had been transparent with much validity across the board.

Commissioner Maddox inquired what would be the next phase of the process.

County Administrator Long discussed the timeline and that they would engage in an employment contract with Attorney Chasity O'Steen as the Board's primary choice and in the event if they are unable to reach an agreement, they would offer to the Board's second choice, Attorney LaShawn Riggans.

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 4:20 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bryan Desloge, 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

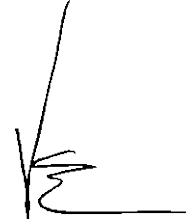
Agenda Item #2

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



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

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted February 11, 2020 and pre-approval of payment of bills and vouchers for the period of February 12, 2020 through February 24, 2020.

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for February 11, 2020 and pre-approve the payment of bills and vouchers for the period of February 12, 2020 through February 24, 2020.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 11th meeting, the morning of Monday, February 10, 2020. 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 February 25, 2020, it is advisable for the Board to pre-approve payment of the County's bills for February 12, 2020 through February 24, 2020 so that vendors and service providers will not experience hardship because of delays in payment. In the event the Board meeting is cancelled, the payment of bill/vouchers will be approved until the next scheduled meeting. 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 February 11, 2020 and pre-approve the payment of bills and vouchers for the period of February 12, 2020 through February 24, 2020.
2. Do not approve the payment of bills and vouchers submitted for February 11, 2020, and do not pre-approve the payment of bills and vouchers for the period of February 12, 2020 through February 24, 2020.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

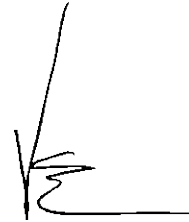
Leon County Board of County Commissioners

Agenda Item #3

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Ratification of Board Actions Taken at the January 27, 2020 Annual Retreat

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

Statement of Issue:

This agenda item seeks ratification of Board actions taken at the January 27, 2020 Annual Retreat.

Fiscal Impact:

While this item has no immediate fiscal impact, certain proposed Strategic Initiatives may have future financial impacts. Inclusion of a Strategic Initiative within the County's Strategic Plan does not commit the Board to future funding.

Staff Recommendation:

- Option #1: Ratify the actions taken by the Board during its January 27, 2020 Annual Retreat.
- Option #2: Approve the creation of the Innovation Officer position within the department of Library Services through the realignment of an existing position thereby having no fiscal impact.

Report and Discussion

Background:

This agenda item seeks ratification of Board actions taken at the January 27, 2020 Annual Retreat. Each year, the County conducts an annual Board retreat, facilitated by the County Administrator, for the purpose of updating the County's five-year Strategic Plan to include new strategic initiatives for the new year. Annual retreats have served as a tool to regularly update the County's five-year Strategic Plan by establishing the Board's Strategic Priorities and developing specific Strategic Initiatives, Targets, and Bold Goals that drive the County's staff and organizational resources throughout the year. The FY 2019-2020 Board Retreat was held on January 27, 2020.

Leon County's current strategic planning model was developed at the 2011 Board Retreat, during which a two-year strategic planning process and revamped annual Retreat process with a stronger emphasis on strategic planning was initiated. This approach aligned the optimized resources of the organization with the Board's top priorities. During the Retreat, the Board established four Strategic Priorities: Economy, Environment, Quality of Life, and Governance. As a component of the 2013 Retreat, the Board approved transitioning to a five-year planning cycle, with continued annual reviews and updates, and semiannual status reports.

The 2016 Board Retreat served to both close out the FY2012- FY2016 Strategic Plan and to engage in the comprehensive plan year evaluation and development of the next five-year planning cycle. During the Retreat, the Board re-established the Vision Statement and Strategic Priorities, adopted an organizational Mission Statement, and established new Strategic Initiatives. The new FY 2017 – FY2021 Strategic Plan was enhanced by the incorporation of specific five-year Targets and Bold Goals adopted for each priority area.

On October 15, 2019, the Board accepted an overview of the FY 2019-2020 Board Retreat and a proposed outline, which included a focused discussion regarding the Library titled "Turning the Page: Re-Envisioning the Possibilities of the Public Library."

Analysis:

The Retreat consisted of two parts: (1) Turning the Page: Re-Envisioning the Possibilities of the Public Library; and (2) Progress and Update of the Strategic Plan.

Turning the Page: Re-Envisioning the Possibilities of the Public Library

Staff provided a brief presentation on the current status and outlook of the Leon County Public Library, including its organizational structure and services, as well as an overview of 5-year trends in local library use. Following this presentation, staff reviewed the best practices and trends identified during the recent Multi-City/State Tour of Innovative Public Library Systems funded by a grant from the Knight Foundation. The Board was then joined by Charles Pace, Executive Director of the Gwinnett County (GA) Public Library. Mr. Pace's presentation explored how libraries like his are undergoing a process of identifying the changing roles of libraries, refocusing their priorities on the needs of the community, and engaging citizens for their input to help develop new strategies to maintain their relevance.

Finally, to ensure that the Leon County Public Library System Library remains a relevant and essential resource to residents now and in the future, staff presented for the Board's consideration a new Strategic Initiative for the Library titled the *Essential Libraries Initiative*. Utilizing the methods recommended by the Aspen Institute, as well as best practices identified during the library tours, this Initiative proposes a process of re-envisioning to address the changing needs of Leon County residents and trends in our Library's use. As presented by staff, a critical component of the Initiative is an outreach campaign to engage residents and stakeholders in conversations about how libraries can be more proactive in addressing local issues. Ultimately, the *Essential Libraries Initiative* will set Leon County on a three- to five-year plan of action to realign our Library's programs, services, staff, and physical spaces with the community's greatest needs and goals.

As presented in the Retreat, the first foundational change recommended by the Aspen Institute and observed repeatedly during the tours, is the realignment of libraries with the community and its priorities, aspirations and goals. To reinforce this new, outward focus, a proposed updated mission statement and new tagline for the Library were presented at the Retreat. During the Retreat, the Board suggested that the proposed mission statement and tag line be modified to highlight the important role the Library plays as a place to engage citizens. The following are the recommended revised mission statement and tagline:

Mission Statement: To be an essential resource and place for learning, ~~creativity~~, engagement and innovation that provides for our community's changing needs.

Tagline: Learn. ~~Create~~. Engage. Innovate.

Additionally, the Board voted to approve the creation of the Innovation Officer position within the department of Library Services through the realignment of an existing position thereby having no fiscal impact. In other public library systems, this position is responsible for promoting the steady growth of innovation skills and principles, recommending and implementing new services that meet community needs, and developing methodologies to evaluate work processes, programs, and services. If approved by the Board, the Library's Innovation Officer would also be responsible for working with the Library Director to oversee all elements of the Essential Libraries Initiative.

Progress and Update of the Strategic Plan

During the Retreat, the County Administrator provided an update on the County's progress towards each Priority area's bold goals and five-year targets, including the ongoing efforts to achieve these stretch goals. As requested by the Board at the FY 2018-2019 Retreat, key community metrics were added to the Strategic Plan. These key community metrics measure data points important to the entire community and track our progress into the future.

The Board was then provided with an update of Strategic Initiatives that are complete or in progress, before discussing amending or adding new strategic initiatives. As outlined in the retreat materials, 63 (84%) of the 75 total Strategic Initiatives were completed during FY 2019, while the remaining 12 (16%) are in progress. The County Administrator noted that categorizing a strategic initiative as complete does not necessarily mean that work is completed. Rather they are ongoing and will require ongoing resources and support. These items require no further Board direction and will be carried out as part of staff's work plan.

During the remainder of the day, the Commission engaged in open discussion identifying additional new initiatives for the upcoming year, all of which support and advance the County's Strategic Priorities.

New Strategic Initiatives

The following reflects the new strategic initiatives the Board approved during the January 27, 2020 Retreat. These initiatives have been included in the updated FY2017 – FY 2021 Strategic Plan (Attachment #1).

1. Implement the Leon County Essential Libraries Initiative.
2. Implement text-to-911 in coordination with the Consolidated Dispatch Agency so that individuals in emergency situations may text 911 call takers.
3. Complete an updated Building Permit fee study.
4. *Update Existing Initiative:* Complete and implement the joint County/City disparity and enhancements to MWSBE program.
5. Implement zoning changes that allow for solar energy farms in the unincorporated area while preserving the rural character of our community.
6. *Update Existing Initiative:* In partnership with the Canopy Roads committee, update and implement the long-term management plan for the Canopy Roads including an active tree planting program.
7. *Update Existing Initiative:* Develop and enact ~~an action plan~~ the County's Integrated Sustainability Action Plan to further reduce the County Government's carbon footprint.
8. Support the Complete Count Committee in educating the community and promoting the 2020 Census.
9. Conduct an updated market feasibility study and evaluation of the Fairgrounds relocation/modification.
10. To further reduce litter and trash in rural areas and the Apalachicola National Forest, launch a targeted public outreach effort encouraging the use of County Rural Waste Service Centers.
11. In coordination with the Leon County Health Department, work to identify an operator for a local Syringe Exchange Program.
12. Work with the City of Tallahassee to develop a branding strategy for the community's trail system.
13. In coordination with community partners, celebrate the centennial of women's right to vote by conducting a multimodal public information/education campaign culminating with a special community event.
14. Coordinate with community partners to implement training for parents and students on the safe use of online applications.

15. To celebrate Leon County/Tallahassee bicentennial in 2024, the County will coordinate and enhance local planning efforts with government agencies, businesses, organizations, and citizens.
16. Participate in the MIT Sloan School of Management USA Lab to explore opportunities to further enhance re-entry efforts.

Agenda Items and Other Administrative Items

The following is an update on agenda items and other administrative items requested by the Board during the January 27, 2020 Board Retreat.

- Prepare a budget discussion item analyzing Tourism Development Tax (TDT) revenues and expenditure history in recent years.
- Prepare an agenda item with an update on cultural/historical tourism.
- Prepare an agenda item to evaluate the Division of Tourism promotion and support for fishing tournaments at Lake Talquin.
- Evaluate creating an oral history kiosk as part of the Leon County/Tallahassee bicentennial celebration.
- Prepare an agenda item to evaluate the County's progress on trail development and long-term goals.

Following the Board's approval, Leon County's Strategic Plan will be updated to include the new Strategic Initiatives. As reflected in Attachment #1, each proposed Strategic Initiative has been aligned with one or more of the County's Strategic Priorities. Once finalized, both electronic and printed copies of the Strategic Plan will be provided to the Board and made available to the public.

Options:

1. Ratify the actions taken by the Board during its January 27, 2020 Annual Retreat.
2. Approve the creation of the Innovation Officer position within the department of Library Services through the realignment of an existing position thereby having no fiscal impact.
3. Do not ratify the actions taken by the Board during its January 27, 2020 Annual Retreat.
4. Board direction.

Recommendation:

Options #1 and #2

Attachment:

1. Proposed Leon County FY2017-2021 Strategic Plan, as amended

Revised FY 2017 – FY 2021 Leon County Board of County Commissioners Strategic Plan

Strategic Priority – Economy

To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality (EC)

- (EC1) - Do well-designed public infrastructure which supports business, attracts private investment and has long term economic benefits.
- (EC2) - Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.
- (EC3) - Leverage university and community partnerships to increase entrepreneurial, technology transfer and commercialization opportunities.
- (EC4) - Grow our tourism economy, its diversity, competitiveness and economic impact.

Strategic Initiatives – Economy

- (EC4) Utilizing a portion of the BP settlement funds, identify solutions for weatherization of the Capital City Amphitheater stage, inclusive of potential sound mitigation elements. (2016-1)
- (EC1, EC4) Continue to work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration. (2016-2)
- (EC4) Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district. (2016-3)
- Continue to pursue opportunities for workforce development, including:
 - (EC2) Based upon the projected unmet local market for middle skill jobs, continue to host Leon Works Exposition in collaboration with community and regional partners and launch Leon County's Junior Apprenticeship Program. (2016-4A)
 - (EC2) Work with partners, such as The Kearney Center and Leon County Schools, to increase access to training programs, apprenticeships, and other programs promoting middle-skilled jobs. (2016-4B)
- (EC4) Continue to work with FSU to bid and host NCAA cross country national and regional championships at Apalachee Regional Park (ARP). (2016-5)
- (EC2) Implement the Economic Development Strategic Plan as adopted and may be revised by the Intergovernmental Agency. (2016-6)

- (EC2) Complete and implement the joint County/City disparity study and enhancements to the MWSBE program. (2016-7, rev. 2020)
- (EC4) Expand our economic competitiveness by coordinating with regional partners to host an Americas Competitive Exchange on Innovation and Entrepreneurship (ACE) conference. (2016-8)
- (EC1, EC2) Evaluate sun setting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City. (2016-9)
- (EC4) Enhance sports tourism through the exploration of an NFL Preseason game and other possible events at Doak Campbell Stadium. (2016-10)
- (EC2) To address issues of economic segregation and diversity, evaluate establishing a micro-lending program for small, minority and women-owned businesses. (2016-11)
- (EC1, EC4) Further enhance our competitiveness in attracting national and regional running championships by making additional strategic investments at the Apalachee Regional Park (ARP). (2016-12)
- (EC2) Evaluate expanding Leon Works as a regional event and to different segments of the community. (2017-1)
- (EC2) Explore the creation of local Enterprise Zone incentives to be managed by the Office of Economic Vitality in support of economic growth and development. (2017-2)
- (EC2, EC3) Continue to partner with Shop Local 850 to promote Leon County's local businesses and entrepreneurs and develop new data sources to analyze the economic impacts of shopping local. (2017-3)
- (EC2, EC3) Explore ways to expand how local businesses can do business outside of the community. (2017-4)
- (EC4) Raise awareness of County trails through the Division of Tourism Strategic Plan. (2017-5)
- (EC4) To further promote Leon County as a biking community, pursue the International Mountain Biking Association (IMBA) Designation. (2018-1)
- (EC1, EC2) Conduct an updated market feasibility study and evaluation of the Fairgrounds relocation/modification. (2020-1)
- (EC4) Work with the City of Tallahassee to develop a branding strategy for the community's trail system. (2020-2)
- (G3) In coordination with community partners, celebrate the centennial of women's right to vote by conducting a multimodal public information/education campaign culminating with a special community event. (2020-3)
- (G3) Support the Complete Count Committee in educating the community and promoting the 2020 Census. (2020-4)

Strategic Priority – Environment

To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)

- (EN1) - Protect the quality and supply of our water.
- (EN2) - Conserve and protect environmentally sensitive lands and our natural ecosystems.
- (EN3) - Promote orderly growth and sustainable practices.
- (EN4) - Reduce our carbon footprint.

Strategic Initiatives – Environment

- (EN1, EN2) Implement the adopted Basin Management Action Plan (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment. (2016-13)
- (EN4) Develop strategies to increase recycling and reuse rates. (2016-14)
- (EN3) Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (2016-15)
- (EN3) Convene the Leon County Sustainable Communities summit on a bi-annual basis. (2016-16)
- (EN3) In partnership with the Canopy Roads Committee, update and implement the long-term management plan for the Canopy Roads including an active tree planting program. (2016-17, rev. 2020)
- (EN3) Complete an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility fees. (2016-18)
- (EN4) Successfully launch a commercial and residential Property Assessed Clean Energy (PACE) program and identify opportunities, including the Leon County Spring Home Expo, to train industry professionals on sustainable building practices for participation in the PACE program. (2016-19)
- (EN2) Add environmental education kiosks, trail markings/mapping at Greenways and Parks. (2016-20)
- (EN4) Explore new opportunities for solar on County facilities. (2016-21)
- (EN1) Support the protection of Lake Talquin. (2016-22)
- Reduce nitrogen impacts in the PSPZ (primary springs protection zone) by identifying cost effective and financially feasible ways including:
 - (EN1, EN2) Develop a septic tank replacement program. (2016-23A)
 - (EN1, EN2) Evaluate requiring advanced wastewater treatment (AWT) for new construction. (2016-23B)
 - (EN2, EN3, EN4) Work with Sustainable Tallahassee and community partners to evaluate developing a community-wide climate action plan. (2017-6)

- (EN1, EN2, EN3) Continue to work with the state as a host community in evaluating pilot technologies for new advanced wastewater treatment septic tanks. (2017-7)
(EN1, EN2, EN3) Continue to work with the state to seek matching grants to convert septic to sewer systems. (2017-8)
- (EN4, EN3) Develop and enact an action plan the County's Integrated Sustainability Action Plan to further reduce the County Government's carbon footprint. (2018-2, rev. 2020)
- (EN1, EN2) To increase information available to the public regarding blue-green algae blooms, fishing advisories, invasive species, and general water quality, add education kiosks at Leon County boat landings. (2018-3)
- (EN3, EN4) Pursue NACo's Sol Smart designation. (2018-4)
- (EN4, EN3) Implement zoning changes that allow for solar energy farms in the unincorporated area while preserving the rural character of our community. (2020-5)
- (EN2) To further reduce litter and trash in rural areas and the Apalachicola National Forest, launch a targeted public outreach effort encouraging the use of County Rural Waste Service Centers. (2020-6)

Strategic Priority – Quality of Life

To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)

- (Q1) - Maintain and enhance our parks and recreational offerings and green spaces.
- (Q2) - Provide relevant library offerings which promote literacy, life-long learning and social equity.
- (Q3) - Provide essential public safety infrastructure and services.
- (Q4) - Support and promote access to basic health and welfare services to our community members most in need.
- (Q5) - Support strong neighborhoods.
- (Q6) - Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.
- (Q7) - Assist local veterans and their dependents with securing entitled benefits and advocating their interests.

Strategic Initiatives – Quality of Life

- Continue to expand recreational amenities to include:
 - (Q1, Q6) Implement a master plan for the Apalachee Regional Park. (2016-24A, rev. 2017)
 - (Q1, Q6) Develop a program to establish a signature landscaping feature with a regular blooming season. (2016-24B)
 - (Q1, Q6) Implement the Tallahassee-Leon County Greenways Master Plan. (2016-24C)
 - (Q1, Q6) Evaluate additional trail expansion opportunities. (2016-24D)
 - (Q1, Q6) Work with partners to utilize rights-of-way and utility easements to further expand the trail system. (2016-24E)
 - (Q1, Q6) Identify opportunities to create dog parks in the unincorporated area. (2016-24F)
- (Q5) Complete a comprehensive review and revision to the Land Use Element of the Comprehensive Plan, including a review of inclusionary housing. (2016-25)
- (Q3) Continue to evaluate emergency medical response strategies to improve medical outcomes and survival rates. (2016-26)
- (Q4, G1, G5) Work with the City of Tallahassee to develop a new CHSP process in-light of the United Way's decision to conduct a separate funds distribution process. (2016-27)
- (Q4, Q5) Implement 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, rev. 2017)
- Continue to serve our seniors through programs and partnerships, including:
 - (Q4) As Florida's first Dementia Caring Community, support the Florida Department of Elder Affairs in the further development of the pilot program,

- provide enhanced paramedic training and engage local partners in making the County a more dementia-friendly community. (2016-29A)
- (Q4) Exploring opportunities to address fraud/scams targeted towards seniors. (2016-29B)
 - (Q4, EC4) To continue to support Choose Tallahassee's efforts to market our community as a retirement destination. (2016-29C)
 - (Q4) Identify and evaluate pretrial alternatives to incarceration for low level and non-violent offenders through regional partnerships and state and national efforts, including data-driven justice initiatives. (2016-30)
 - (Q7) Work with community partners to expand appreciation of local veterans including recognition of National Pearl Harbor Remembrance Day. (2016-31)
 - (Q3) Increase safety in the unincorporated area through the development of a new street lighting program and evaluation of the need for additional signage. (2016-32)
 - (Q3, Q4) Improve pet overpopulation by engaging vested community partners in the implementation of spay and neutering strategies. (2016-33)
 - (Q4) Continue County support of primary healthcare through participation in Carenet in order to increase access to affordable healthcare for those in need. (2016-34)
 - (Q2) Explore opportunities to increase to high speed internet access through a "mobile hot spot" library lending program. (2016-35)
 - (Q5, Q6) Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)
 - (Q1, Q5, Q6) As part of sense of place initiative for Miccosukee, evaluate the opportunity to combine activities from the existing community center into the Old Concord School. (2017-10)
 - (Q7) Enhance partnership with CareerSource to increase job and economic opportunities for local veterans. (2018-5)
 - (Q5, Q6) Develop a formal policy to implement the private dirt road safety stabilization program to be funded through L.I.F.E. (2% of sales tax extension). (2018-6)
 - (Q4) Conduct a comprehensive human service needs assessment in order to align CHSP funding with the highest human services needs in the community. (2018-7)
 - (Q3) Implement practices and strategies to further enhance the response to mass causality incidents; including, the delivery of Stop the Bleed campaign training which teaches citizens how to assist someone suffering from major bleeding. (2018-8)
 - (Q4) Continue to evaluate the effectiveness of our existing County supported re-entry programs, explore other opportunities to further enhance re-entry efforts, and work with the Supervisor of Elections to assist former felons with registering to vote. (2018-9)
 - (Q6, Q1) Implement a minimum grid bicycle route network. (2018-10)

- (Q3) Implement text-to-911 in coordination with the Consolidated Dispatch Agency so that individuals in emergency situations may text 911 call takers. (2020-7)
- (Q4) In coordination with the Leon County Health Department, work to identify an operator for a local Syringe Exchange Program. (2020-8)
- (Q3, Q5) Coordinate with community partners to implement training for parents and students on the safe use of online applications. (2020-9)

DRAFT

Strategic Priority - Governance

To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship. (G)

- (G1) - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.
- (G2) - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.
- (G3) - Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community.
- (G4) - Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices.
- (G5) - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.

Strategic Initiatives – Governance

- (G1, G3) Alongside community partners, engage citizens of diverse backgrounds, education, and age on issues that matter most to them through the Citizen Engagement Series and Club of Honest Citizens. (2016-36)
- (G1) Continue to Support Commissioner Desloge during his term as NACo President. (2016-37)
- (G5) In accordance with the Leon County Charter, convene a Charter Review Committee to review the Leon County Home Rule Charter and propose any amendments or revisions which may be advisable for placement on the general election ballot. (2016-38)
- (G2) Implement migration from Groupwise to Microsoft Outlook to better integrate with other software applications that utilize automated notifications, workflows and approvals. (2016-39)
- (G2) Continue the deployment of an updated permitting system that is modernized to use mobile and online technologies. (2016-40)
- (G4) Continue County sponsorship of employees' participation in the Certified Public Manager training. (2016-41)
- (G1) Seek opportunities for partnerships through NACO and FAC's enterprise programs. (2016-42)
- (G5) Continue to explore opportunities for efficiency and cost savings through intergovernmental functional consolidation where appropriate. (2016-43)
- (G4) Evaluate establishing a living wage for County employees and continue to provide opportunities for industry certifications and training for those employees in skilled craft, paraprofessional, and technician positions. (2016-44)
- (G1, G2) Partner with the Federal Alliance for Safe Housing (FLASH) to become the nation's first #HurricaneStrong county. (2017-11)

- (G1, G3) As part of Leon County’s Citizen Engagement Series, conduct an annual “Created Equal” event to strengthen the County’s commitment in tackling difficult subjects. (2017-12)
- (G1) Continue to support Commissioner Maddox in his efforts to become Florida Association of Counties President. (2017-13)
- (G2, G5) Implement the recommendations of the Hurricane Irma After Action Report. (2017-14)
- (G2, G5) Develop an emergency management plan for controlled release of water at the C. H. Corn hydroelectric dam. (2018-11)
- (G2, G5) Implement the recommendations of the Hurricane Michael After-Action Report. (2018-12)
- (G1) Pursuant to the approved ballot initiative amending the County Charter, adopt an Ethics Ordinance by December 2019. (2018-13)
- (G3, G1) Explore ways to promote and build upon Leon County’s success in citizen engagement by identifying additional ways to increase the quantity and quality of citizen input opportunities. (2018-14)
- (G3, G5) Evaluate incorporating social infrastructure into the comprehensive plan land use element update. (2018-15)
- (G5) Complete an updated Building Permit fee study. (2020-10)
- (G2, G3) Implement the Leon County Essential Libraries Initiative. (2020-11)
- (G3) To celebrate Leon County/Tallahassee bicentennial in 2024, the County will coordinate and enhance local planning efforts with government agencies, businesses, organizations, and citizens. (2020-12)
- (G2, G5) Participate in the MIT Sloan School of Management USA Lab to explore opportunities to further enhance re-entry efforts. (2020-13)

Five-Year Targets and Bold Goals

Economy

Bold Goal: Grow the five-year tourism economy to \$5 billion (BG1)

Targets:

- Attract 80 state, regional, or national championships across all sports (T1)
- Co-create 500 entrepreneur ventures and 11,500 new jobs, including 400 high-wage jobs in high tech clusters (T2)
- Connect 5,000 students and citizens to middle skilled job career opportunities (T3)
- Host 100,000 residents and visitors as part of the Amphitheater County Concert Series (T4)

Environment

Bold Goal: Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone (BG2)

Targets:

- Plant 15,000 trees including 1,000 in canopy roads (T5)
- Ensure 100% of new County building construction, renovation and repair utilize sustainable design (T6)
- 75% community recycling rate (T7)
- Construct 30 miles of sidewalks, greenways and trails (T8)

Quality of Life

Bold Goal: Secure more than \$100 million in Veteran Affairs benefits for Leon County veterans and their families (BG3)

Targets:

- Double the number of downloadable books at the library (T9)
- Construct 100 fire hydrants (T10)
- Train 8,500 citizens in CPR/AEDs (T11)
- Open 1,000 new acres of park land to the public (T12)

Governance

Bold Goal: Implement 500 citizen ideas, improvements, solutions and opportunities for co-creation (BG4)

Targets:

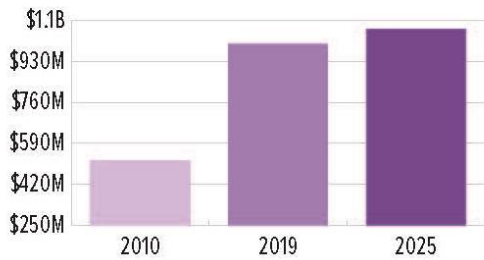
- Reduce by at least 30% the average time it takes to approve a single-family building permit (T13)
- Achieve 90% employee participation in the County's "My Rewards" Well Being Program (T14)
- Reduce by 60% the outstanding debt of the County (T15)
- 100% of employees are trained in Customer Experience, Diversity and Domestic Violence, Sexual Violence & Stalking in the Workplace (T16)

KEY COMMUNITY METRICS

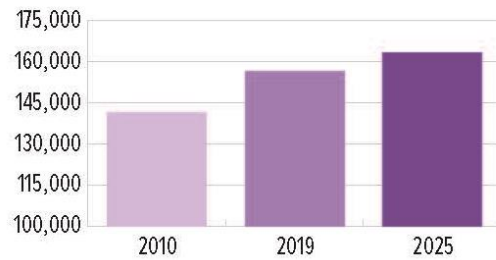
ECONOMY



Tourism
ANNUAL ECONOMIC IMPACT



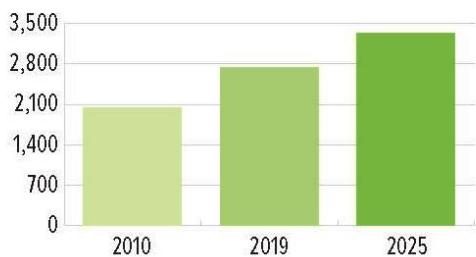
Office of Economic Vitality
TOTAL JOBS



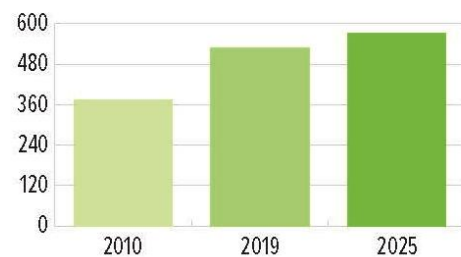
ENVIRONMENT



Parks and Recreation
TOTAL ACRES OPEN TO THE PUBLIC



Public Works, Parks and Rec, P.L.A.C.E.
TOTAL MILES OF TRAILS AND SIDEWALKS

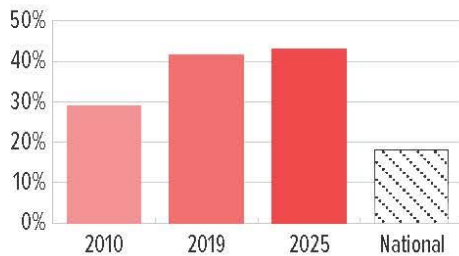


KEY COMMUNITY METRICS

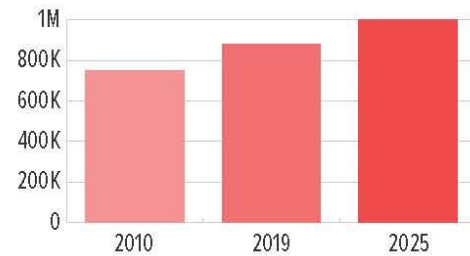
QUALITY OF LIFE



Emergency Medical Services
CARDIAC SURVIVAL RATE



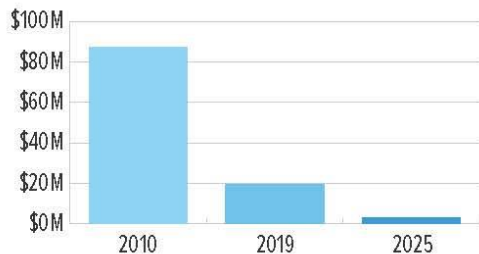
Library Services
LIBRARY OFFERINGS



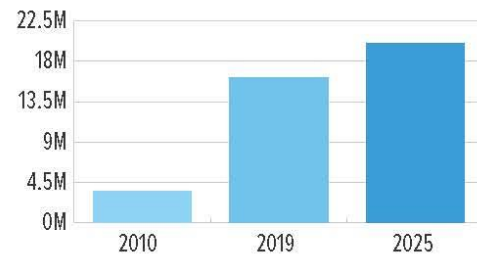
GOVERNANCE



Financial Stewardship
DEBT REDUCTION



Community and Media Relations
CITIZEN ENGAGEMENT THROUGH OUTREACH



**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

Leon County Board of County Commissioners

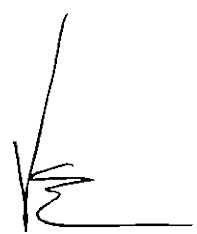
Agenda Item #4

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Authorization to Proceed with the Development of an Ordinance Amending Chapter 5 of the Leon County Code of Laws, "Building and Construction Regulations"



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Doug Maples, Director, Building Plan Review and Inspection Division

Statement of Issue:

This item seeks Board authorization to proceed with developing an Ordinance to amend Leon County's existing "Building and Construction Regulations" to reflect current standards, technology, and regulations that are utilized in the construction industry.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Authorize staff to proceed with the development of an Ordinance amending Chapter 5 of the Leon County Code of Laws, "Building and Construction Regulations," to reflect current standards, technology and regulations.

Report and Discussion

Background:

This item seeks Board authorization to proceed with drafting an Ordinance amendment that provides an update to Chapter 5 of the Leon County Code of Laws, "Building and Construction Regulations."

Following the onboarding of the new Chief Building Official last year, staff began a review of the County's "Building and Construction Regulations." While there have been minor changes to some sections of Chapter 5 in recent years, a more comprehensive review and update should be conducted to ensure consistency with current standards, technology and regulations. The proposed amendment would also eliminate sections that are obsolete or no longer applicable.

Analysis:

Many changes have occurred in Florida Building Codes, State Statutes, and best practices for the construction industry that are not incorporated into Chapter 5, which serves the unincorporated County. In addition, in some cases, the existing regulations outlined in Chapter 5 conflict with the current best practices that protect the enforcement of life, safety, health and welfare of the community. As part of the initial review of Chapter 5, staff determined a comprehensive review and update should be conducted to ensure the regulations are consistent with State Statutes.

Should the Board authorize staff to proceed with the development of the draft Ordinance, it is anticipated the entirety of Chapter 5 will be impacted by the proposed amendment. The following are some of the major areas to be addressed:

- Division 3 – Electrical Code. Includes many sections that are antiquated due to the fact the Florida Department of Business and Professional Regulations now regulates a building inspector's authority and licensing requirements.
 - Subsection IV – Technical Standards. This subsection provides understanding of the appropriate code references and a new section will be added to address nonresidential farm buildings on bona fide agricultural land pursuant to Leon County Property Appraiser's designation.
- Division 4 – Fire Code; Division 5 – Gas Code; Division 6 – Mechanical Code; and Division 8 – Plumbing Code: These sections need to be updated to reflect new Florida Statutes, including changes to the Florida Building Code.
- Division 7 – Mobile Home Erection Code. This section needs to be updated to reflect the current standards and regulations of the Manufactured Home Industry as regulated by the Florida Department of Highway and Transportation. In addition, these regulations need to be updated to incorporate manufactured home types, including Residential Design and Standard Design Manufactured Homes as outlined in the Land Development Code.
- Division 9 – Swimming Pool Code. The update would transfer the barrier protection provisions for swimming pools outlined in Section 10-6.802(c)(3) of the Land

Development Code to this Division. In addition, the regulations would be expanded to include spas, hot tubs and similar structures.

- Article III – Housing Code. This Article would be updated to reflect the most current provisions of the International Property Maintenance Code (IPMC), which is published by the International Code Council (ICC). The IPMC regulates the enforcement of existing structures and property with the latest national standard, which is consistent with other Florida Building Codes. The update would provide clear criteria for the designation of a dangerous structure, which is currently not addressed in Article III. In addition, the amendment would establish minimum housing provisions, including the standards applicable to so called "tiny homes."
- Article IV – Contractors. This article needs to be revised to address Florida Statutes and other applicable regulatory provisions that have been enacted by the State. Specifically, the examination and enforcement roles of the Contractor's Licensing and Examination Board have changed substantially and need to be updated in Article IV.

The updating of Leon County Code of Laws Chapter 5 will begin with drafting the referenced changes to each section of this Chapter. Staff from each Division within Development Support and Environmental Management will have the opportunity to review the proposed amendments to ensure consistency with applicable regulations in the Land Development Code and Environmental Management Act. Staff will also seek input from the local development and construction industry prior to presenting to the Board for adoption.

Options:

1. Authorize staff to proceed with the development of an Ordinance amending Chapter 5 of the Leon County Code of Laws, "Building and Construction Regulations," to reflect current standards, technology and regulations.
2. Do not authorize staff to proceed with the development of an Ordinance amending Chapter 5 of the Leon County Code of Laws, "Building and Construction Regulations," to reflect current standards, technology and regulations.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District” for April 14, 2020 and April 28, 2020 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, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division Shawna Martin, Principal Planner, Development Services Division Scott Brockmeier, Administrator, Development Services Division Jeremy Floyd, Neighborhood and Urban Design Manager, PLACE Anne Rokyta, Urban Designer, PLACE Artie White, Comprehensive Planning Manager, PLACE

Statement of Issue:

This item requests Board approval to schedule two Public Hearings to consider a proposed Ordinance to amend the Lake Protection Node (LPN) zoning district which is intended to encourage new development and redevelopment while still meeting the intent and goals of the Lake Protection (LP) Future Land Use (FLU) Category.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Schedule two Public Hearings to consider adoption of an Ordinance amending Section 10-6.660 of the Land Development Code, entitled “Lake Protection Node Zoning District” for April 14, 2020, and April 28, 2020, at 6:00 p.m.

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District” for April 14, 2020 and April 28, 2020 at 6:00 p.m.

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Report and Discussion

Background:

This agenda item requests Board approval to schedule two Public Hearings to consider a proposed Ordinance to amend the Lake Protection Node (LPN) zoning district. At the October 15, 2019 meeting, the Board authorized staff to proceed with the drafting of an Ordinance to amend the LPN zoning district. Still in the drafting phase and working with stakeholders, the Ordinance will propose amendments based on an assessment of development standards and recent development activity in the district. These revisions are intended to encourage new development and redevelopment that would still meet the intent and goals of the Lake Protection (LP) Future Land Use (FLU) Category.

In January 2013, the Board approved a strategic initiative to develop solutions to promote sustainable growth inside the LP zoning district. At a November 2013 workshop, the Board approved several options to implement this strategic initiative, including the creation of the new LPN zoning district. On May 26, 2015, the Board adopted an amendment to the Tallahassee-Leon County 2030 Comprehensive Plan which revised the LP FLU to address numerous issues, including the location of nonresidential uses and the incentivization of clustered residential development.

Subsequent to the adoption of the Comprehensive Plan amendment, the Board approved related revisions to the Leon County Land Development Code (LDC). These revisions operationalized the changes to the LP FLU and included the creation of the LPN zoning district.

The LPN zoning district allows for compact, mixed-use, and multimodal neighborhood centers at specific intersections (nodes) within the Lake Jackson Basin. The node concept also allows for mixed-use development in a compact form that reduces stormwater impacts to Lake Jackson by minimizing impervious surface area within the lake’s basin. In addition, the node can reduce the number and length of automobile trips by bringing pedestrian-oriented, neighborhood centers proximate to residential neighborhoods. As a result, there were four node locations established. These nodes are generally located near the following intersections:

- Highway 27 North/Capital Circle Northwest;
- Fred George Road/Highway 27 North;
- Sessions Road/Highway 27 North; and
- Bull Headley Road/Bannerman Road.

Development standards for the LPN were predicated upon traditional, walkable development patterns and intended to provide for significant environmental and quality of life improvements over auto-oriented or “strip” development. By concentrating commercial, office, and higher density residential uses in compact, walkable centers, the LPN reduces automobile trips, decreases

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the need for costly and environmentally impactful roadway improvements, and provides convenient and attractive shopping and employment options to nearby residential areas.

Analysis:

The LDC is intended to be a living document that is evaluated and amended over time to respond to new information and the needs of the community. The LPN zoning district has been in effect for approximately four years, but has experienced limited use in that time. Of the approximately 150 acres eligible for development under the LPN standards, less than 10 acres have been proposed for development. This limited level of interest in the newly created district is unusual given the robust development and construction market in recent years. The limited development and redevelopment that has occurred in the district has provided some opportunity to evaluate the LPN zoning district standards. Through such, it has become apparent that some of the allowable uses and development standards have not led to the intended nodal development pattern of walkable mixed-use neighborhood centers.

The original intent of the LPN zoning district was to encourage neighborhood shopping centers that would create cohesion with surrounding uses, thereby fostering healthy neighborhoods. The development pattern that was not desired was the establishment of singular, big-box retail stores set in isolation from neighboring communities. Neighborhood centers, as defined by the International Council of Shopping Centers (ICSC; Attachment #1) are small-scale malls that serve the local neighborhood by providing day-to-day needs, typically have a supermarket or a drugstore as an anchor, usually have a retail area of 30,000 to 125,000 square feet (5-20 stores) and serve a primary trade area of three miles. Anchor stores are typically 30-50 percent of the gross leasable area of the center, with the primary anchor being a supermarket which typically ranges from 45,000 to 60,000 square feet.

As adopted, the current development standards for the LPN district allow a maximum building footprint size of only 10,000 square feet. This standard would at best promote the development of a strip mall/convenience center style development where the stores are typically arranged in a row, “L” or “U” shaped, with a sidewalk and large parking lots in front facing major traffic arterials. They tend to be self-contained, do not promote walkability and have few pedestrian connections to surrounding neighborhoods. These centers are typically anchor-less or have a small convenience-store anchor similar to a general store or mini-mart. It is among the smallest of the shopping centers categorized by the ICSC and provides a narrow mix of goods and personal services to a limited trade area of less than one mile.

The American Planning Association addresses the concerns of communities regarding big-box development in a Planning Advisory Service Report (PAS; Attachment #2). The report notes that the banning of stores over a certain size may actually limit the kind of retail a city wants and can thereby be an ineffective means of regulating big-box stores. The PAS Report instead advises communities to carefully structure their ordinances to include specific definitions of retail uses and consider implementing an overall square footage cap for anchor stores and provides guidance on how these caps should be applied.

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Urban design measures are also critical to facilitate the strengthening of a commercial district and its surrounding neighborhood. Layout and building design standards are integral to increasing compatibility between multi-family, single-family and commercial development to ensure an inviting pedestrian destination. Pedestrian-friendly storefronts and a special district character or identity also play an important role in compatibility and connectivity to adjacent neighborhoods. Larger developments can also use design details such as awnings, noncontinuous facades, landscaping, interior block parking and other amenities in order to provide the look and feel of a real streetscape. All these measures were considered when drafting the proposed Ordinance amendments, which are summarized in this analysis.

Permitted, Prohibited and Restricted Uses

The node was intended to generate a mixed-use development pattern which incorporates residential and nonresidential components that complement and tie in neighboring developments. A recent project in one of the LPN nodes was developed solely with single-family detached residential dwelling units. Single-family detached residential development could have occurred within in the original LP zoning district without rezoning to LPN, but unfortunately, the LPN zoning district did not expressly prohibit single-family detached residential dwellings from being developed on their own, apart from nonresidential or mixed-use development. Therefore, this portion of the node was not developed at the intended intensities/densities that would have created a neighborhood, walkable, mixed-use development pattern.

Additionally, the current list of permitted, prohibited and restricted uses in the LPN district has proven to cause some confusion. Ideally, uses are regulated by category, such as commercial, office, lodging, residential, civic, institutional, and industrial, and are not specific, such as coffee shop, ice cream parlor, and barber shop. Where there are uses that need to be restricted or prohibited, these uses should be specifically listed to avoid confusion. This eliminates the need of trying to create an exhaustive list of permitted uses and helps the development community clearly understand what uses are not desirable in an area.

Still in the drafting phase, the Ordinance would propose the following amendments to the list of permitted, prohibited and restricted uses:

1. Single-family detached residential dwelling units and duplexes would be prohibited. Provisions will be included to allow existing single-family residential units in the LPN to remain “conforming,” provide the ability to add improvements to those properties, and have the ability to rebuild in the event of casualty.
2. The list of permitted uses would be streamlined into main categories instead of by specific uses.
3. Automotive service and repair (including car wash) would be added to the list of prohibited uses as it does not promote the desired type of development pattern in the district.
4. Restrictive uses would be limited to drive-through restaurants and pick-up windows in order to apply specific site layout criteria to allow these facilities to locate in the district while providing a pedestrian-friendly design.

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Development Standards

Some of the existing LPN site and development standards have proven hard to effectively implement the intended Neighborhood Center development pattern. As written, the development standards do not provide clear direction of creating a site layout that promotes a main street concept and walkability. Development Support and Environmental Management (DSEM) Development Services staff and members of the Department of Planning, Land Management and Community Enhancement (PLACE) urban design and comprehensive planning teams collaborated on the desired development pattern for the nodes. As part of the proposed amendments, illustrative examples were drawn, and corresponding written development standards developed to aid in understanding the desired development pattern. The amendments include updates to site layout and design standards including, but not limited to streets, streetscapes, parking, frontages, signage, lighting and building design and orientation.

A synopsis of the proposed amendments is provided below:

1. Maximum Building Size - As noted previously, the development pattern that was not desired in the nodes was singular, big-box retail stores set in isolation from other commercial and residential uses. As such, a maximum building size of 10,000 SF was established for nonresidential uses. This was intended to foster the creation of small neighborhood shopping centers that were walkable and contained a mix of uses from commercial to office to residential. What was not anticipated, however, was that this type of development in a suburban setting was often not sustainable without a strong anchor to pull in and support such neighborhood commercial enterprises. In fact, it has been noted in market research by Retail Markets SmartCode (Attachment #3) that Neighborhood Centers are often anchored with a supermarket which is the engine that supports most of the other smaller businesses to the extent that when a supermarket closes, many of the other tenants will immediately leave the center.

The intended development pattern, the creation of a Neighborhood Center, was actually being hindered by the current maximum building size standard as it did not allow for the establishment of a viable anchor store. Additionally, many of the existing nodes already have anchor stores that exceed the 10,000 SF building footprint size. The maximum footprint size would therefore prohibit existing anchors from completely rebuilding because they would only be allowed to redevelop within the confines of a nonconforming status, which would also prove challenging for financing the redevelopment. This unintended consequence would keep the existing nodal development patterns stagnant and would be ineffective in intent.

To prevent the establishment of big-box stores while still allowing for a viable anchor, the proposed Ordinance would increase the maximum building size for one building per node to 50,000 SF. All other buildings would have to meet a maximum building size of 20,000 SF or less, except vertical mixed-use buildings which would be allowed a maximum building size of up to 25,000 SF.

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District” for April 14, 2020 and April 28, 2020 at 6:00 p.m.

February 11, 2020

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2. Building Setbacks: Maximum building setbacks, rather than minimum, have been determined to be the most important factor when attempting to create a walkable district. When buildings are set back too far from the sidewalk, streetscape enclosures are eroded, and the vibrancy of a street suffers. Therefore, minimum building setbacks would be removed for nonresidential uses in the proposed Ordinance. Additionally, building setbacks from adjoining land uses would be removed as other development standards, incompatible land uses, buffers and perimeter buffers will naturally set these uses apart at comparable distances without imposing additional setback requirements.
3. Residential Densities: As noted previously, single-family detached dwelling units and duplexes would be removed from the list of permitted uses and prohibited in the LPN district. In addition, minimum residential density requirements for single-family attached and multi-family residential uses would be removed as they were deemed unnecessary due to the market dictating profitable returns based on maximum density allowances, not minimum. Maximum residential densities for single-family attached and multi-family uses would remain the same at eight dwelling units per acre.
4. Site Layout and Design: The most critical element to commercial success and the creation of a vibrant walkable district is how buildings meet the street. These areas should encourage cross-shopping where a visitor can park once and easily access businesses along a corridor leading to an anchor store. Functional sidewalks, streetscapes, building orientation, street facing entries, transparency, control of parking locations and restrictions on blank walls, to name a few, are all vital in creating a supportive pedestrian environment. Amendments to the existing LPN development standards will better define and illustrate how buildings should meet the street and the importance of site layout. Drawings will be included in these amendments to further illustrate the intent of the district.

Stakeholder Meetings

Following the Board’s authorization in October 2019 to proceed with the drafting of an Ordinance to amend the LPN zoning district, staff began preparing revisions to the Ordinance. Given the level of development activity near the LPN at the intersection of Bannerman and Bull Headley Roads and the expressed interest of the Summerbrooke Homeowners Association (HOA) on future development at that intersection, staff sought input from Summerbrooke representatives to modify the LPN. An overview of the proposed modifications to the LPN zoning district were presented to representatives of the Summerbrooke HOA for their review and comments at a meeting held at DSEM on December 19, 2019.

The Summerbrooke representatives expressed concerned about stormwater management facility design and the impacts it may have on their lakes and ponds in Summerbrooke. Additionally, they wanted to be involved with any design standards for the Lake Protection (LP) zoned portion of the Cawthon property, adjacent to Summerbrooke and within the LPN, and any future interconnect with their neighborhood. They were informed that no changes were being proposed to the LP zoning district regarding stormwater, that their desired involvement related to the development of the Cawthon property is part of the development review process rather than LDC revisions, and

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District” for April 14, 2020 and April 28, 2020 at 6:00 p.m.

February 11, 2020

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that notifications would be mailed if a development application is received for the County’s review. They were also informed that County staff would email an agenda if pre-submittal meetings are requested by applicants for the Cawthon property. A second meeting with the HOA representatives is planned for February to discuss the specific amendments being proposed prior to the Planning Commission Public Hearing.

DSEM Advisory Committee on Quality Growth

An overview of the proposed amendments to the LPN zoning district were presented on January 13, 2020, to the DSEM Advisory Committee of Quality Growth for their review and recommendations. The Committee asked specific questions regarding whether development in the LPN districts is required to connect to central utilities and the impact of the proposed changes on established stormwater requirements. The Committee was informed that any new development within the district would need to connect to central water and sewer and that no changes to the established stormwater standards were proposed.

Comprehensive Plan Consistency Determination

The Ordinance is anticipated to be reviewed by the Planning Commission at a Public Hearing on April 7, 2020. The Tallahassee-Leon County Planning Department will conduct a review of the proposed Ordinance in advance of the Board’s Public Hearing and make a determination on whether it is consistent with the Tallahassee-Leon County Comprehensive Plan.

Options:

1. Schedule two Public Hearings to consider adoption of an Ordinance amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District” for April 14, 2020, and April 28, 2020, at 6:00 p.m.
2. Do not schedule two Public Hearings to consider adoption of an Ordinance amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District” for April 14, 2020, and April 28, 2020, at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. ICSC U.S. Shopping Center Categories
2. APA PAS Report Excerpt
3. Retail Markets SmartCode Excerpt

U.S. Shopping-Center Classification and Typical Characteristics*

Type of Shopping Center	Concept	Typical GLA Range (Sq. Ft.)	Acres	# of Anchors	% Anchor GLA	Typical Number of Tenants	Typical Type of Anchors	Trade Area Size
General-Purpose Centers								
Super-Regional Mall	Similar in concept to regional malls, but offering more variety and assortment.	800,000+	60-120	3+	50-70%	N/A	Full-line department store, mass merchant, discount department store, fashion apparel store, mini-anchor, cineplex or other large-scale entertainment attraction, and food-and-beverage service cluster.	5-25 miles
Regional Mall	General merchandise or fashion-oriented offerings. Typically, enclosed with inward-facing stores connected by a common walkway. Parking surrounds the outside perimeter.	400,000-800,000	40-100	2+	50-70%	40-80 stores	Full-line department store, mass merchant, discount department store, fashion apparel store, mini-anchor, cineplex or other large-scale entertainment attraction, and food-and-beverage service cluster.	5-15 miles
Community Center ("Large Neighborhood Center")	General merchandise or convenience-oriented offerings. Wider range of apparel and other soft goods offerings than neighborhood centers. The center is usually configured in a straight line as a strip, or may be laid out in an L or U shape, depending on the site and design.	125,000-400,000	10-40	2+	40-60%	15-40 stores	Discount store, supermarket, drug, large-specialty discount (toys, books, electronics, home improvement/furnishings or sporting goods, etc.)	3-6 miles
Neighborhood Center	Convenience-oriented.	30,000-125,000	3-5	1+	30-50%	5-20 stores	Supermarket	3 miles
Strip/Convenience	Attached row of stores or service outlets managed as a coherent retail entity, with on-site parking usually located in front of the stores. Open canopies may connect the storefronts, but a strip center does not have enclosed walkways linking the stores. A strip center may be configured in a straight line, or have an "L" or "U" shape. A convenience center is among the smallest of the centers, whose tenants provide a narrow mix of goods and personal services to a very limited trade area.	< 30,000	<3	Anchor-less or a small convenience e-store anchor.	N/A	N/A	Convenience store, such as a mini-mart.	<1 mile
Specialized-Purpose Centers								
Power Center	Category-dominant anchors, including discount department stores, off-price stores, wholesale clubs, with only a few small tenants.	250,000-600,000	25-80	3+	70-90%	N/A	Category killers, such as home improvement, discount department, warehouse club and off-price stores	5-10 miles
Lifestyle	Upscale national-chain specialty stores with dining and entertainment in an outdoor setting.	150,000-500,000	10-40	0-2	0-50%	N/A	Large-format upscale specialty	8-12 miles
Factory Outlet	Manufacturers' and retailers' outlet stores selling brand-name goods at a discount.	50,000-400,000	10-50	N/A	N/A	N/A	Manufacturers' and retailers' outlets	25-75 miles
Theme/Festival	Leisure, tourist, retail and service-oriented offerings with entertainment as a unifying theme. Often in urban areas, they may be adapted from older—sometimes historic—buildings, and part of a mixed-use project.	80,000-250,000	5-20	Unspecified	N/A	N/A	Restaurants, entertainment	25-75 miles
Limited-Purpose Property								
Airport Retail	Consolidation of retail stores located within a commercial airport	75,000-300,000	N/A	N/A	N/A	N/A	No anchors; retail includes specialty retail and restaurants	N/A

*Disclaimer: While every effort is made to ensure the accuracy and reliability of the information contained in this report, ICSC does not guarantee and is not responsible for the accuracy, completeness or reliability of the information contained in this report. Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficiency, and timeliness. Criteria used in the definitions above are intended to be only typical of general features, rather than covering all situations.

Meeting the Big Box Challenge: Planning, Design, and Regulatory Strategies



Jennifer Evans-Cowley



American Planning Association

Planning Advisory Service
Report Number 537

multistory shopping center that includes Target, Kaufmann's, TJ Maxx, and a Tops supermarket (Thorne 2003). This project is discussed in more detail in the Trends in Big-box Retail section above.

These approaches proved successful in helping these cities meet their development needs. In all the above-cited cases, big-box retailers were crucial in helping redevelop an area or in creating a new town center.

Economic development incentives should be used cautiously with retail development. It does not make economic sense to offer economic development incentives to retailers in particular because this often just shifts retail activity from one place to another and typically does not generate new jobs (Houston et al. 2000). Studies of the economic impact of big-box retail development describe this as a "fixed pie" or "zero-sum game theory" of consumer demand (Stone and Artz 2001). In terms of job creation, studies show that the development of a big-box retail establishment may even result in a net job loss, with the large-scale retailers operating at greater labor productivity than the small retailers that they have displaced or put out of business (Basker 2004; Mehta et al. 2004).

Communities may think they are able to capture new tax revenue from other jurisdictions, but this gain is only temporary. Economic development incentives for retailers should only be used, as in the cases above, where there is a redevelopment purpose.

REGULATORY STRATEGIES

There are a wide range of development regulations jurisdictions currently use, including development moratoria, limitations on types of products (especially groceries) sold by a retailer, "formula business" ordinances, design review, and building requirements, including regulation of size, parking, signage, landscaping, pedestrian and bicycle accommodations, and more. The following sections cover the variety of regulatory approaches reported by respondents to our survey. Please note the importance of articulating a policy of promoting local businesses in a community's comprehensive plan, which can provide a good foundation for these regulations. Consider the following examples from *The Hometown Advantage* (New Rules 2005):

- The Kent County, Maryland, plan lists among its objectives "support [for] small, locally owned business" and "prevent[ion of] commercial sprawl outside the county's existing traditional commercial centers."
- The Skaneateles, New York, plan suggests "Rather than establishing competing shopping centers in the Town to provide basic goods and services, the Village commercial center...should remain the center for shopping in the community."
- And the Corvallis, Oregon, comprehensive plan states that the city should "support existing businesses and industries and the establishment of locally owned, managed, or controlled small businesses."

Moratoria

When communities are unprepared for the impact of a development, especially one that can be as significant to the existing retail sector of the community and region as a big-box, it is only reasonable to impose a temporary moratorium on this type of development. (Check your state enabling legislation to clarify the terms of a legal moratorium.) The community and its citizens should use the time "bought" with the moratorium to consider the

Economic development incentives should be used cautiously with retail development.

Please note the importance of articulating a policy of promoting local businesses in a community's comprehensive plan, which can provide a good foundation for these regulations.

effects of big-box development, to find a way to mitigate its negative effects, and to enhance its positive ones. This may involve review and revision of both the comprehensive plan and zoning regulations.

In 1999, Easton, Maryland, enacted a temporary moratorium on all new retail buildings greater than 25,000 square feet in size due to significant development pressures. At the time there were three large-scale commercial developments with 766,000 square feet of retail proposed. The town was concerned with maintaining its reputation as one of the finest small towns in America. At the same time, the town wanted to consider how to incorporate smart growth policies enacted by the state and county. The moratorium lasted three months (Easton 1999). **In 2000, Easton adopted a big-box retail ordinance that limits all retail to no more than 65,000 square feet** (Easton 2000).

Austin, Texas, placed a 45-day moratorium on the planning and building of supercenters and large retail stores over the Edwards Aquifer. The moratorium was a result of efforts by Wal-Mart to build a supercenter over the Edwards aquifer environmentally sensitive recharge zone. The moratorium was passed in order to allow the city time to draft a permanent ordinance to protect the aquifer (Inks 2003). The ban on big-box retail inside the Edwards aquifer recharge zone was passed in late 2003.

Other moratorium efforts are chronicled at www.newrules.org.

Square-Footage Limitations

Banning stores over a certain size may limit the kind of retail a city wants (e.g., department stores) and prove an ineffective means of regulating big-box stores in particular, as established in the discussion of side-by-side stores above. To get around this problem, some cities have chosen to limit big-box retail based on whether they have a grocery component, but even that has posed a problem (see the following section). Communities can also structure the definitions within their ordinances to treat retailers occupying multiple buildings as a single retail use subject to the cap. For example, see the definitions on page 9 from Hailey, Idaho; Winston-Salem, North Carolina; and Greeley, Colorado. Also consider these regulations on retail stores from Agoura Hills, California.

SECTION. 9306. Retail stores.

In all commercial districts, the gross floor area of a retail store shall not exceed sixty thousand (60,000) square feet. This limitation shall be applied as follows:

- A. The sixty thousand (60,000) square foot limitation shall apply to individual retail stores for which permits are sought and also to the cumulative sum of related or successive permits for retail stores that are part of a larger project, such as piecemeal additions to a building or multiple buildings on a lot or adjacent lots.
- B. For purposes of this section, the gross floor area of a retail store shall include gross floor area as defined in section 9120.6 and the area of all portions of the site outside of the exterior walls of buildings used for the display, storage, or sale of any goods, wares or merchandise, except that the gross floor area of a retail store shall not include exterior areas of not more than three thousand (3,000) square feet used for seasonal or temporary sales events under appropriate city permits or approvals.
- C. The gross floor area of adjacent stores shall be aggregated in cases where the stores (1) are engaged in the selling of similar or related goods, wares or merchandise and operate under common ownership or management; (2) share checkstands, a warehouse, or a distribution facility; or (3) otherwise operate as associated, integrated or co-operative business enterprises. (Agoura Hills, California, Ordinance No. 02-310, Section 3B, 3-5-2002)

RETAIL MARKETS SMARTCODE MODULE

PREPARED BY ROBERT J. GIBBS, ASLA, CNU-A

When a citizen left the privacy of his home, wishing to engage in public life, most likely he went to the agora.

John Carroll

I went to a general store but they wouldn't let me buy anything specific.

Steven Wright

SMARTCODE ANNOTATED

These annotations are advisory only. The SmartCode itself appears only on the right side of each spread.

RETAIL MARKETS SMARTCODE MODULE

The Retail Markets Module provides goals to return neighborhoods, villages, towns and city centers to their historical role as the centers for commerce and trade in their respective regions. American towns and cities traditionally provided for the majority of their markets and offered a wide range of goods and services including groceries, hardware, apparel, and home furnishings, in small shops as well as at least one major department store. These stores contributed toward sustainable urban centers that allowed for residents to walk or have only a short drive for most of the goods and services that they desired or needed. In larger towns and cities, department stores were often hundreds of thousands of square feet, covering entire blocks.

Presently, shopping centers in sprawl areas capture the vast majority of the retail spending of most communities, resulting in an unsustainable land pattern. Urban residents must drive outside their neighborhood, village, town or city for most of their goods and services. This reverse trip often results in a lower quality of life for urban dwellers, while at the same time the locations of shopping centers and malls encourage people to move outside of towns and cities. Both tendencies support more sprawl.

However, due to demographic trends toward urban living, many leading retailers are now seeking urban locations to deploy new stores. They have designed flexible formats that can be adapted to historic buildings or smaller block grids. Downtowns and urban centers have an opportunity for rebirth as the center of commerce for their regions.

ARTICLE 3. NEW COMMUNITY PLANS

These sections activate the tables of this Module as regulatory, if desired.

3.4 TRANSECT ZONES

In order for a Retail type that is more intense than a Corner Store to occur in a T-4 zone, the Function designation must be changed from Limited to Open, or the language for Limited must be revised on Table 10. In the uncalibrated model SmartCode, the functional intensity is assigned as follows: T-2 and T-3 are Restricted, T-4 is Limited, and T-5 and T-6 are Open. Using the Function assignments for subzoning is a useful tool that was applied extensively in the Miami 21 transect-based code.

Alternatively, the larger Retail type may become its own higher T-zone.

These annotations are advisory only. The SmartCode itself appears only on the right side of each spread.

RETAILER TYPE ALLOCATION

This table categorizes the typologies of the shopping center industry with the appropriate Transect Zones. Several of these types have their own tables on following pages.

Most shopping centers fall into one of six primary proven typologies. Each type of center appeals to a distinct market segment and has a specific size, tenants, location criteria and site plan standards. Although there are always exceptions, centers that deviate from these industry standards and sizes are often considered risky and difficult to finance or lease. Therefore the industry terms are used here, although calibrators of the SmartCode may have other meanings for Neighborhood Center, Community Center, etc., that are not associated with retail. In the final assembled code, calibrators must take care not to use the same term for two different purposes.

The primary conventional shopping center types are: Corner Store, Convenience Center, Neighborhood Center, Community Center, Regional Center and Lifestyle Center or "Town Center."

The Lifestyle Center is intended to appeal to those who enjoy a traditional Main Street experience and are seeking specific national or regional chain specialty shops. However, most Lifestyle Centers do not include a mix of uses; they are strictly retail and are thereby threatened by conventional malls. They are unlike traditional Main Streets where there are apartments over shops and civic buildings on T-5 blocks, yet they have competed with them and harmed historic downtowns. Infill strategies for ailing Lifestyle Centers include adding complementary uses, i.e., residential and office in locations where there are transit connections to other communities. See the Sprawl Repair Module or the SR tables in the base SmartCode.

The T-zones allocated for Retail types in this Module indicate are those within which the retailer is best located for transit and walking access. The associated square footage that fits the context of that zone is adjusted along the Transect.

SMARTCODE ANNOTATED

These annotations are advisory only. The SmartCode itself appears only on the right side of each spread.

NEIGHBORHOOD CENTER

Anchored with a supermarket, Neighborhood Centers offer a full range of food and useful goods and services not available at smaller centers. The primary anchor is a full sized supermarket typically ranging from 45,000 to 60,000 square feet. This major anchor is the engine that supports most of the other smaller businesses, so much so that when a supermarket closes, many of the other tenants will immediately leave the center.

Neighborhood Centers generally require 6000 to 8000 households within their primary trade area. They are typically visited once or twice per week by most households living within a one- to two-mile radius. However, in very rural areas it is not unusual for residents to drive more than 50 miles weekly to visit a Neighborhood Center.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #6

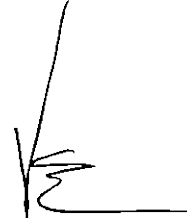
Leon County Board of County Commissioners

Agenda Item #6

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Approval of the Plat of Retreat at Mahan Subdivision

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu P.E., Director, Engineering Services
Lead Staff/ Project Team:	Joseph D. Coleman, P.S.M., County Surveyor Kimberly Wood, P.E., Chief of Engineering Coordination

Statement of Issue:

This agenda item seeks Board approval of the plat for Retreat at Mahan Subdivision and acceptance of the Maintenance Agreement and Surety Device in a form to be approved by the County Attorney.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the plat of Retreat at Mahan Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Maintenance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).

Report and Discussion

Background:

In accordance with Leon County land development regulations, this agenda item seeks Board approval of the plat of Retreat at Mahan Subdivision for recording in the Public Record. The development being platted consists of 20.64 acres containing 82 residential lots. Retreat at Mahan Subdivision is located in Section 24; Township 1 North; Range 1 East, on the east side of Highland Drive approximately 0.23 miles south of the Mahan Drive and Highland Drive Intersection (Attachment #3).

Retreat at Mahan Subdivision was approved by the Development Review Committee as a Type “B” site and development plan on June 13, 2018 (Attachment #4).

In accordance with Chapter 10, Article VII, Division 6 of the Leon County Code of Laws, plats submitted to the Board of County Commissioners for approval must meet all requirements of Chapter 10 and be certified by the County Engineer. Once approved, the original approved plat will be forwarded to the Clerk of Court for recording in the Public Record.

Analysis:

The applicant, Pedrick Homes, LLC, is requesting Board approval of the plat contingent upon staff’s final review and approval, due to date-sensitive contractual obligations. The plat has been circulated and is still under review by the appropriate departments and agencies. The plat presented herein is a conditional final plat, in that it is substantially complete, and staff does not anticipate any changes other than possible minor corrections to text.

Final inspections will be performed, and reports reviewed for compliance with the approved construction plans by the County Engineer. To guarantee the public infrastructure against defects in materials and/or workmanship, the County Engineer recommends acceptance of a Maintenance Agreement and Surety Device representing 10% of the certified construction cost approved by the Division of Engineering Services, which would be \$169,661. This item seeks Board authorization for the County Administrator to accept the Maintenance Agreement and Surety Device in a form to be approved by the County Attorney.

Staff recommends the Board approve the plat for recording upon completion of the final review and approval from reviewing departments and agencies. Should there be a need for any substantive changes to the plat, staff will resubmit it to the Board at a future regularly scheduled meeting for ratification.

Options:

1. Approve the plat of Retreat at Mahan Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Maintenance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).
2. Do not approve the plat of Retreat at Mahan Subdivision for recording in the Public Record contingent upon staff's final review and approval, and do not authorize the County Administrator to accept the Maintenance Agreement and Surety Device in a form approved by the County Attorney.
3. Board direction.

Recommendation:

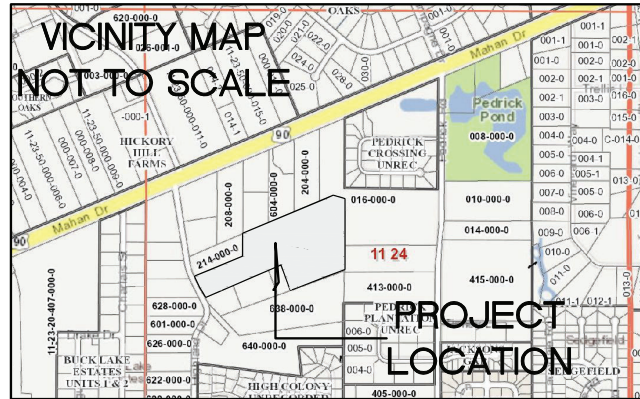
Option #1

Attachments:

1. Plat of Retreat at Mahan Subdivision
2. Maintenance Agreement and Surety Device
3. Location map
4. Development Review approval letter

THE RETREAT AT MAHAN
A SUBDIVISION OF A PORTION OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____



DEDICATION: STATE OF FLORIDA, COUNTY OF LEON

Be it known all by these present that Pedrick Homes, LLC, a Florida Limited Liability Corporation, the owner in fee simple of the land shown hereon platted as THE RETREAT AT MAHAN described as follows:

Commence at a found terra cota monument marking the Southwest corner of Section 24, Township 1 North, Range 1 East, Leon County, Florida and run thence North 89 degrees 42 minutes 23 seconds East for a distance of 2156.99 feet to a found 4"x4" concrete monument; thence run North 00 degrees 03 minutes 13 seconds East for a distance of 2459.88 feet to found 3/4" pinched iron pipe and the POINT OF BEGINNING; From said POINT OF BEGINNING run North 00 degrees 00 minutes 13 seconds East for a distance of 353.43 feet to a found 3/4" iron pipe; thence run North 00 degrees 03 minutes 46 seconds East for a distance of 415.61 feet to a set 5/8" iron rod and cap (LB 7834); thence North 75 degrees 06 minutes 06 seconds West for a distance of 125.95 feet to a set 5/8" iron rod and cap (LB 7834); thence run South 67 degrees 15 minutes 32 seconds West for a distance of 1069.83 feet to a found 3/4" iron pipe; thence run South 00 degrees 07 minutes 36 minutes West for a distance of 250.00 feet to a found 5/8" iron rod and cap (LB 7834); thence run South 67 degrees 14 minutes 22 seconds West for a distance of 569.65 feet to a found 3/4" pinched iron pipe being a point on a non tangent curve on the Easterly right-of-way boundary of Highland Drive; thence run along said Easterly right-of-way curve having a radius of 1139.81 feet and a central angle of 12 degrees 35 minutes 36 seconds for an arc distance of 250.52 feet (chord bears South 27 degrees 56 minutes 23 seconds East, 250.02 feet) to a found 3/4" iron pipe; thence leaving said right-of-way curve, run North 66 degrees 34 minutes 37 seconds East for a distance of 89.50 feet to a found 5/8" iron rod and cap (LB 5509); thence run South 20 degrees 15 minutes 51 seconds East for a distance of 299.95 feet to a found 5/8" iron rod and cap (LS 4016); thence North 68 degrees 51 minutes 01 seconds East for a distance of 629.77 feet to the POINT OF BEGINNING. Containing 20.64 acres more or less.

A subdivision of a portion of Sections 24, Township 1 North, Range 1 East, Leon County, Florida.

To the perpetual use of the Public all roads, streets, and easements for utilities depicted hereon.

To the Home Owners Association, all easements for drainage and other purposes and to all purposes incident thereto specifically including, but not limited to, the right to use easements for ingress, egress and access to other lands.

Reserving, however, the reversion or reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued as prescribed by law by appropriate official action of the proper officials having charged or jurisdiction thereof.

ACKNOWLEDGMENT: STATE OF FLORIDA

This the _____ day of _____ A.D., 2020.
Pedrick Homes, LLC

By: _____

Witness: _____

Witness: _____

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 2020,
by _____ who is personally known to me or has produced a driver's license as identification acknowledges that he/she executed the foregoing dedication freely and voluntarily for the uses and purposes therein stated on behalf of such as Pedrick Homes LLC.

Notary Public

PLAT REVIEW

Plat reviewed for compliance with Chapter 177, Florida Statutes:

Joseph D. Coleman
County Land Surveyor
Florida Registered Land Surveyor Certificate No. 5590

SITE PLAN REVIEW APPROVAL

This plat conforms to Site and Development Plan approval provisions made by the Development Review Committee this _____th day of _____ A.D. 2020

County Administrator or designee

COUNTY COMMISSION

Approved by the Board of County Commissioners of Leon County, Florida this _____ day of _____ A.D., 2020.

Chairperson _____ County Attorney _____
County Engineer _____

GWEN MARSHALL - CLERK OF THE CIRCUIT COURT

Accepted for the files and recorded, this _____ day of _____ A.D., 2020,

In Plat Book _____ Page _____

Deputy Clerk of the Circuit Court
Leon County, Florida

SURVEYORS CERTIFICATION

I hereby certify that this plat was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the permanent reference monuments and permanent control points have been set and that the survey data and monumentation complies with Chapter 177 of the Florida Statutes and with Chapter 5J-17.051 of the Florida Administrative Code.

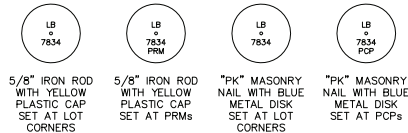
Steven W. Stinson _____ Date _____
Florida Professional Surveyor and Mapper Certificate No. 5457, Licensed Business No. 7834
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES

- The bearings shown hereon are based on State Plane coordinates, Florida North projection.
- There may be additional restrictions not recorded on this plat that may be found in the Public Records of Leon County, Florida.
- The lots shown hereon shall not be further subdivided.
- All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages in accordance with Florida Statutes, Chapter 177.09(28).
- The construction of permanent structures, including fences but excluding driveways, by property owners is prohibited within utility and drainage easements
- The property surveyed and shown hereon is located in Flood Zone "X" per the Flood Insurance Rate Maps for Leon County, Florida and Incorporated areas, 12073C0315F and 12073C0294F, having an effective date of August 18, 2009.
- All measurements shown hereon refer to horizontal plane and are in U.S. Survey Feet.

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.





3201 Shamrock Street South, Suite #102
Tallahassee, Florida 32309
Office: (850) 668-7641 Fax: (850) 668-7648

DRAWN BY: B. BAILEY	DATE: DECEMBER 17, 2019	JOB NO.	SHEET NO.
CHECKED BY: S. STINSON	SCALE: N/A	223301.01	1 of 6

Posted February 3, 2020

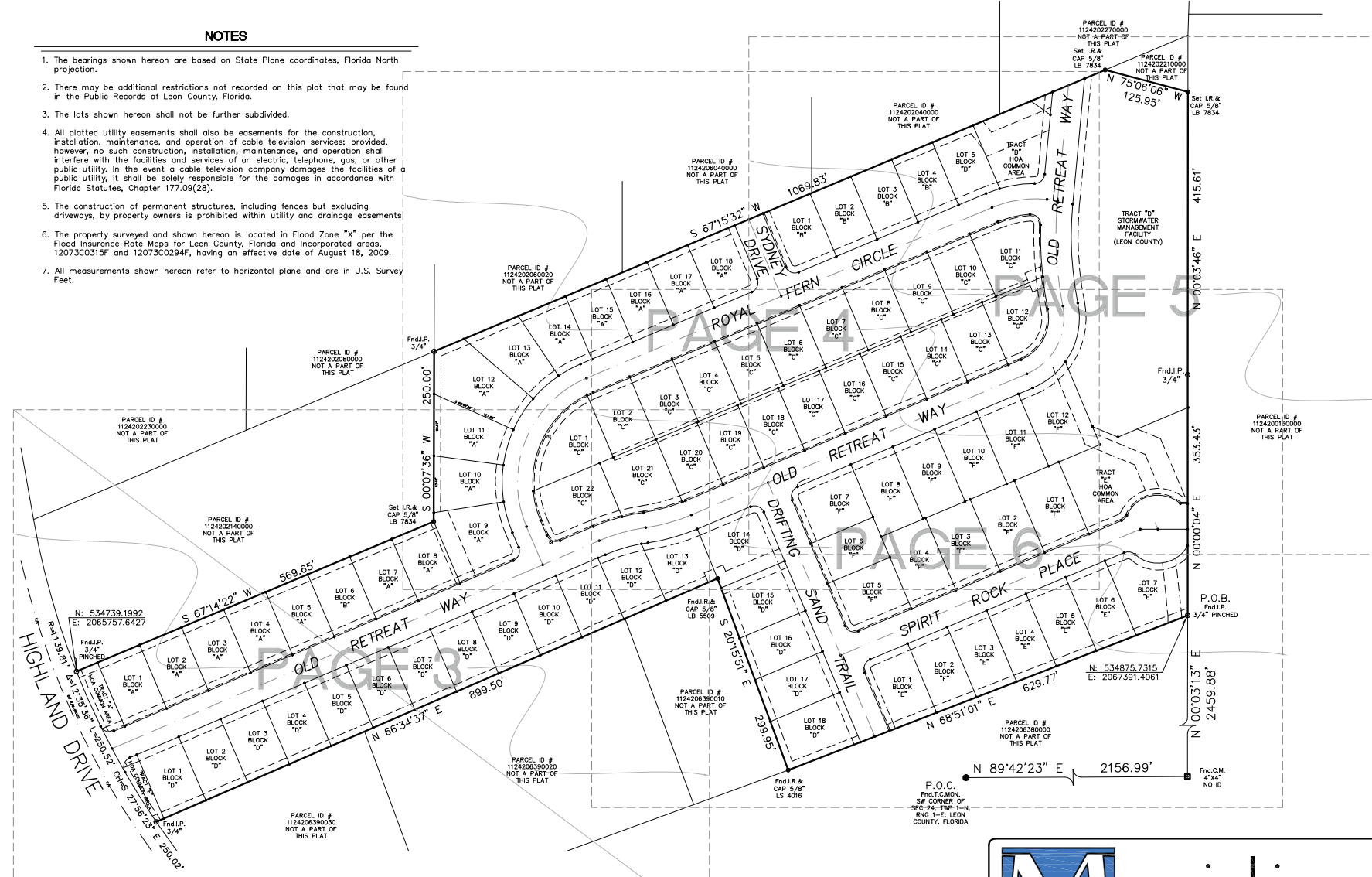
THE RETREAT AT MAHAN

A SUBDIVISION OF A PORTION OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____

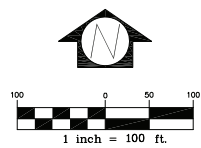
NOTES

- The bearings shown hereon are based on State Plane coordinates, Florida North projection.
- There may be additional restrictions not recorded on this plat that may be found in the Public Records of Leon County, Florida.
- The lots shown hereon shall not be further subdivided.
- All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages in accordance with Florida Statutes, Chapter 177.09(28).
- The construction of permanent structures, including fences but excluding driveways, by property owners is prohibited within utility and drainage easements.
- The property surveyed and shown hereon is located in Flood Zone "X" per the Flood Insurance Rate Maps for Leon County, Florida and Incorporated areas, 12073C0315F and 12073C0294F, having an effective date of August 18, 2009.
- All measurements shown hereon refer to horizontal plane and are in U.S. Survey Feet.



LEGEND	
Ac	- ACRES
Ch	- CHISEL
C.M.	- CONCRETE MONUMENT
C/L	- CENTERLINE
C.D.T.	- CITY OF TALLAHASSEE
Fnd.	- FOUND
H.O.A.	- HOME OWNERS ASSOCIATION
I.P.	- IRON PIPE
I.R.	- IRON ROD
L.	- LENGTH
ND.	- NUMBER
N&D	- NAIL and DISK
P.D.B.	- POINT OF BEGINNING
P.D.C.	- POINT OF COMMENCEMENT
PCP	- PERMANENT CONTROL POINT
PRM	- PERMANENT REFERENCE MONUMENT
RNG	- RANGE
RD.	- ROAD
R/O-W	- RIGHT-OF-WAY
SEC	- SECTION
TWP	- TOWNSHIP

SYMBOLS	
□	- FOUND CONCRETE MONUMENT
○	- FOUND IRON PIPE
●	- SET IRON ROD & CAP (LB 7834)
●	- SET IRON ROD & CAP (LB 7834 PRM)
●	- SET PK NAIL & DISK (LB 7834)
△	- SET PK NAIL & DISK (LB 7834 PCP)
⊙	- SET PK NAIL & DISK (LB 7834 PRM)





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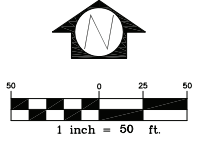
DRAWN BY: B. BAILEY	DATE: DECEMBER 17, 2019	JOB NO.	SHEET NO.
CHECKED BY: S. STINSON	SCALE: 1" = 100'	223301.01	2 of 6

THE RETREAT AT MAHAN

A SUBDIVISION OF A PORTION OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00'	87°02'03"	22.79'	S 69°34'44" E 20.66'
C2	15.00'	96°48'03"	25.34'	S 18°30'13" W 22.43'
C3	15.00'	90°00'00"	23.56'	N 21°54'15" E 21.21'
C4	15.00'	90°00'00"	23.56'	S 68°05'45" E 21.21'
C5	188.50'	141°19'29"	42.13'	S 15°56'01" E 47.00'
C6	188.50'	16°26'14"	54.08'	S 00°33'10" E 53.89'
C7	188.50'	16°30'27"	54.31'	S 15°55'10" W 54.12'
C11	143.50'	17°56'58"	44.96'	S 14°07'16" E 44.77'
C21	297.50'	8°40'21"	45.03'	S 71°14'25" W 44.99'
C22	297.50'	6°10'12"	32.04'	S 78°39'41" W 32.02'
C23	252.50'	13°27'23"	58.30'	N 75°01'05" E 59.17'
C25	252.50'	12°38'06"	55.68'	S 73°13'18" W 55.57'
C26	252.50'	2°12'26"	9.73'	S 80°38'34" W 9.73'
C27	297.50'	14°32'20"	75.49'	N 74°28'37" E 75.29'



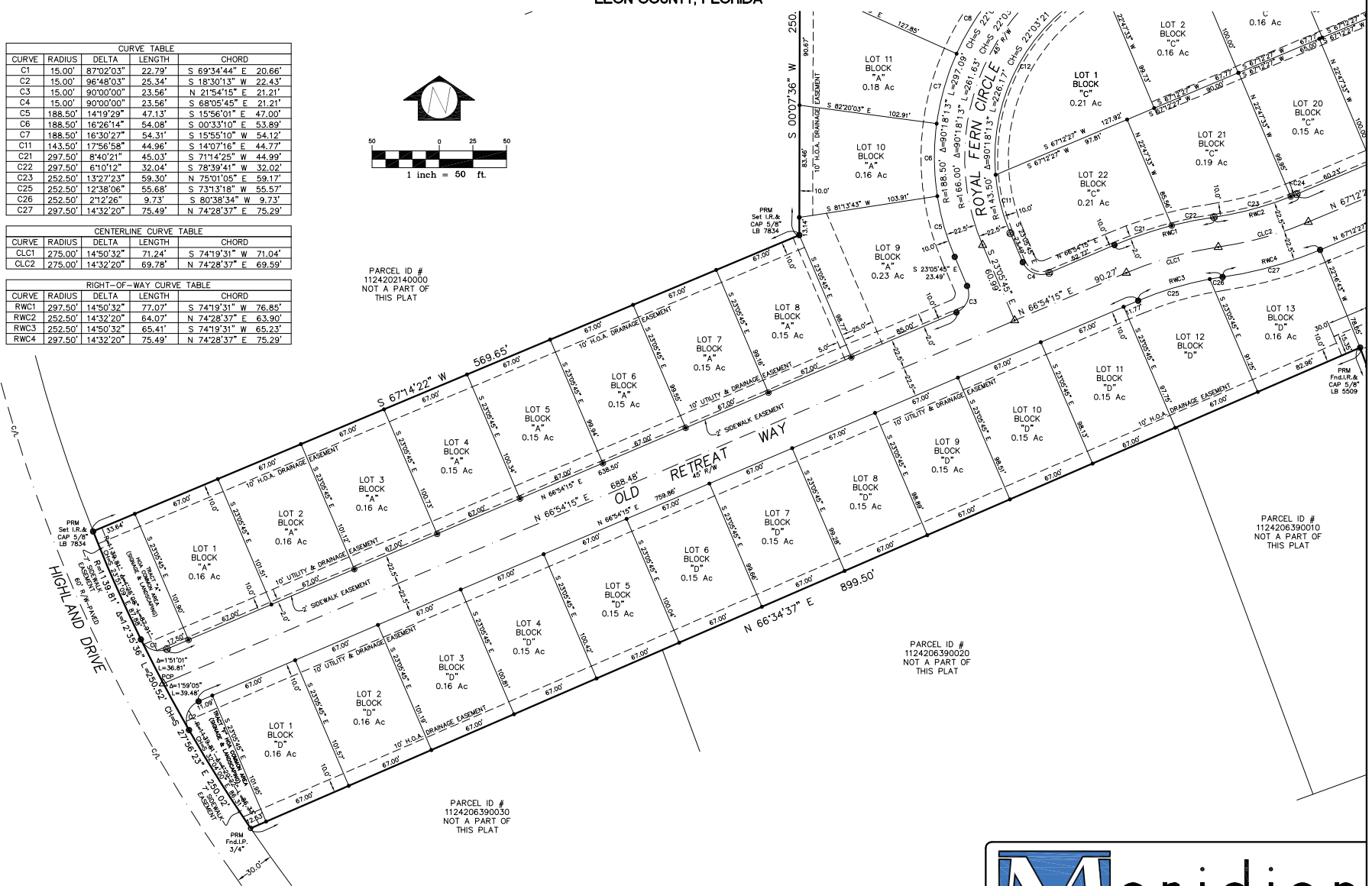
CENTERLINE CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
CLC1	275.00'	14°50'32"	71.24'	S 74°19'31" W 71.04'
CLC2	275.00'	14°32'20"	69.78'	N 74°28'37" E 69.59'

RIGHT-OF-WAY CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
RWC1	297.50'	14°50'32"	77.07'	S 74°19'31" W 76.85'
RWC2	252.50'	14°32'20"	64.07'	N 74°28'37" E 63.90'
RWC3	252.50'	14°50'32"	65.41'	S 74°19'31" W 65.23'
RWC4	297.50'	14°32'20"	75.49'	N 74°28'37" E 75.29'

PARCEL ID # 1124202140000
NOT A PART OF THIS PLAT

PARCEL ID # 1124206390020
NOT A PART OF THIS PLAT

PARCEL ID # 1124206390030
NOT A PART OF THIS PLAT



SYMBOLS

- - FOUND CONCRETE MONUMENT
- - FOUND IRON PIPE
- - SET IRON ROD & CAP (LB 7834)
- - SET IRON ROD & CAP (LB 7834 PRM)
- - SET PK NAIL & DISK (LB 7834)
- △ - SET PK NAIL & DISK (LB 7834 PCP)
- ⊙ - SET PK NAIL & DISK (LB 7834 PRM)

LEGEND

- Ac - ACRES
- Ch - CHORD
- C.M. - CONCRETE MONUMENT
- C.L. - CENTERLINE
- C.O.T. - CITY OF TALLAHASSEE
- F.A.A. - FOUND OWNERS ASSOCIATION
- I.P. - IRON PIPE
- I.R. - IRON ROD
- L. - LENGTH
- N.D. - NUMBER
- N&D - NAIL AND DISK
- P.D.B. - POINT OF BEGINNING
- P.O.C. - POINT OF CONCERNEMENT
- PCP - PERMANENT CONTROL POINT
- PRM - PERMANENT REFERENCE MONUMENT
- R. - RADIUS
- RNG. - RANGE
- RD. - ROAD
- R.O.W. - RIGHT-OF-WAY
- SEC. - SECTION
- TWP. - TOWNSHIP

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SURVEYING and MAPPING INC.

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Office: (850) 668-7641 Fax: (850) 668-7648

DRAWN BY: B. BAILEY	DATE: DECEMBER 17, 2019	JOB NO. 223301.01	SHEET NO. 3 of 6
CHECKED BY: S. STINSON	SCALE: 1" = 50'	Posted February 3, 2020	

THE RETREAT AT MAHAN

A SUBDIVISION OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C3	15.00'	90°00'00"	23.56'	N 21°54'15" E 21.21'
C4	15.00'	90°00'00"	23.56'	S 68°05'45" E 21.21'
C5	188.50'	14°19'29"	47.13'	S 13°59'01" E 47.00'
C6	188.50'	16°26'14"	54.08'	S 00°33'10" E 53.89'
C7	188.50'	16°30'27"	54.31'	S 15°55'10" W 54.12'
C8	188.50'	16°30'31"	54.31'	S 32°25'40" W 54.12'
C9	188.50'	15°19'09"	50.40'	S 48°20'29" W 50.25'
C10	188.50'	11°12'24"	36.87'	S 61°36'15" W 36.81'
C11	143.50'	17°56'58"	44.96'	S 14°07'16" E 44.77'
C12	143.50'	68°49'42"	172.38'	S 29°16'04" W 162.20'
C13	143.50'	33°1'32"	8.83'	S 65°26'41" W 8.83'
C14	15.00'	90°00'00"	23.56'	N 22°12'27" E 21.21'
C15	15.00'	90°00'00"	23.56'	S 67°47'33" E 21.21'
C16	188.50'	6°28'31"	21.30'	S 70°26'43" W 21.29'
C17	188.50'	15°51'35"	52.18'	S 81°36'46" W 52.01'
C18	15.00'	84°08'59"	22.03'	N 47°28'03" E 20.10'
C19	143.50'	19°24'16"	48.60'	S 76°54'35" W 48.37'
C20	15.00'	95°08'43"	74.91'	N 45°48'55" W 22.14'
C21	297.50'	8°40'21"	45.03'	S 71°14'25" W 44.99'
C22	297.50'	8°10'12"	32.04'	S 78°33'41" W 32.02'
C23	252.50'	13°22'23"	59.30'	N 75°01'05" E 59.17'
C24	252.50'	10°4'57"	4.77'	N 67°44'55" E 4.77'
C25	252.50'	12°38'06"	55.68'	S 73°13'18" W 55.57'
C26	252.50'	2°12'26"	9.73'	S 80°38'34" W 9.73'
C27	297.50'	14°32'20"	75.49'	N 74°28'37" E 75.29'
C28	15.00'	90°00'00"	23.56'	N 67°47'33" W 21.21'
C29	15.00'	90°00'00"	23.56'	S 22°12'27" W 21.21'
C34	545.00'	5°03'44"	48.15'	S 08°48'13" E 48.14'
C35	545.00'	8°01'47"	76.38'	S 02°15'27" E 76.32'
C36	111.50'	46°42'07"	90.88'	N 12°00'58" E 88.39'
C37	111.50'	31°50'25"	61.96'	N 51°17'14" E 61.17'

LEGEND

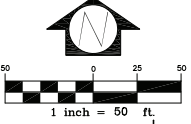
AC	= ACRES	N.D.	= NAIL and DISK
CA	= CHAINS	P.D.B.	= POINT OF BEGINNING
C.M.	= CONCRETE MONUMENT	P.D.C.	= POINT OF COMMENCEMENT
C/L	= CENTERLINE	P.C.	= PERMANENT CONTROL POINT
C.D.T.	= CITY OF TALLAHASSEE	PRM	= PERMANENT REFERENCE MONUMENT
Fnd.	= FOUND	R	= RADIUS
H.O.A.	= HOME OWNERS ASSOCIATION	RNG	= RANGE
I.P.	= IRON PIPE	R/D	= ROAD
I.R.	= IRON ROD	R/W	= RIGHT-OF-WAY
L	= LENGTH	SEC	= SECTION
N.D.	= NUMBER	TWP	= TOWNSHIP

RIGHT-OF-WAY CURVE TABLE

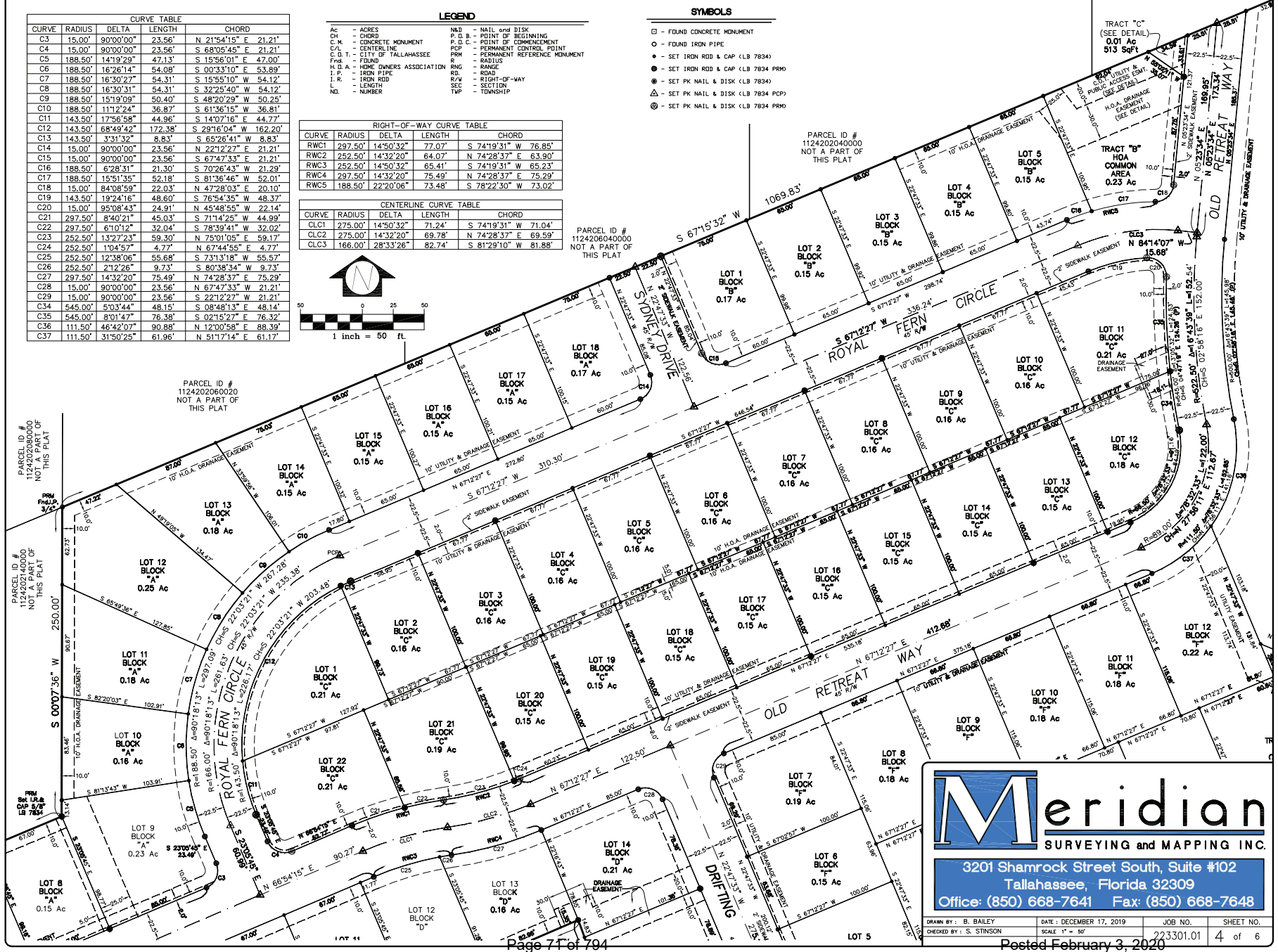
CURVE	RADIUS	DELTA	LENGTH	CHORD
RWC1	297.50'	14°50'32"	77.07'	S 74°19'31" W 76.85'
RWC2	252.50'	14°32'20"	64.07'	N 74°28'37" E 63.90'
RWC3	252.50'	14°50'32"	65.41'	S 74°19'31" W 65.23'
RWC4	297.50'	14°32'20"	75.49'	N 74°28'37" E 75.29'
RWC5	188.50'	22°20'06"	73.48'	S 78°22'30" W 73.02'

CENTERLINE CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
CLC1	275.00'	14°50'32"	71.24'	S 74°19'31" W 71.04'
CLC2	275.00'	14°32'20"	69.78'	N 74°28'37" E 69.59'
CLC3	166.00'	28°33'26"	82.74'	S 81°29'10" W 81.88'



- SYMBOLS**
- - FOUND CONCRETE MONUMENT
 - - FOUND IRON PIPE
 - - SET IRON ROD & CAP (LB 7834)
 - - SET IRON ROD & CAP (LB 7834 PRM)
 - - SET PK NAIL & DISK (LB 7834)
 - ▲ - SET PK NAIL & DISK (LB 7834 PCP)
 - ⊙ - SET PK NAIL & DISK (LB 7834 PRM)



Meridian
SURVEYING and MAPPING INC.

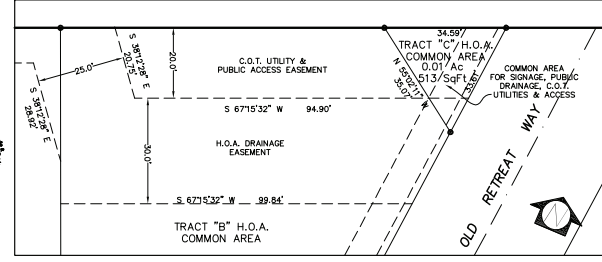
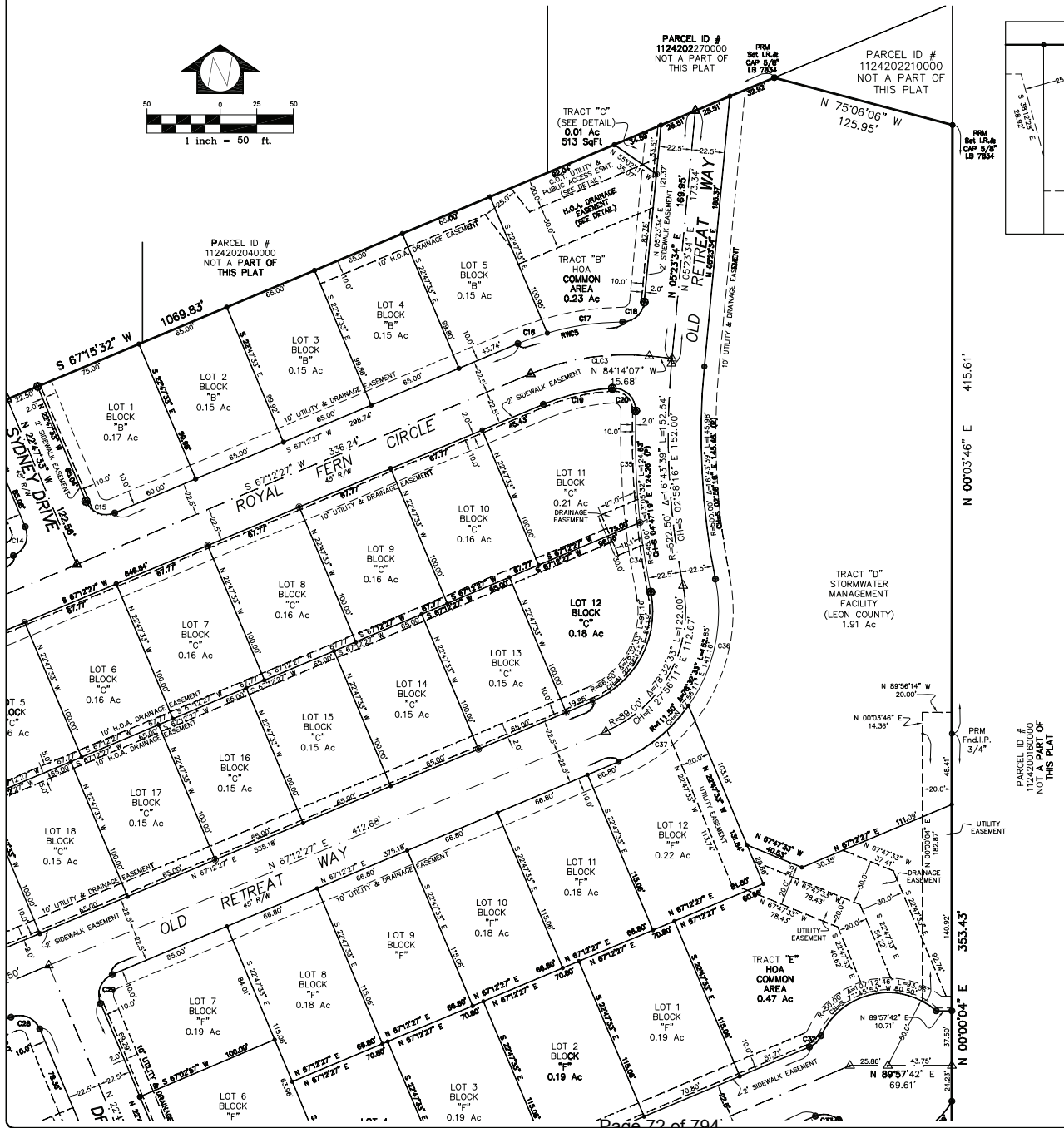
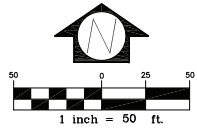
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DRAWN BY: B. BAILEY	DATE: DECEMBER 17, 2019	JOB NO.	SHEET NO.
CHECKED BY: S. STINSON	SCALE: 1" = 50'	223301.01	4 of 6

THE RETREAT AT MAHAN

A SUBDIVISION OF A PORTION OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C15	15.00'	90°00'00"	23.56'	N 22°12'00" W 21.21'
C16	188.50'	6°28'31"	21.30'	S 70°28'43" W 52.29'
C17	188.50'	15°51'35"	52.18'	S 81°36'46" W 52.01'
C18	15.00'	84°08'59"	22.03'	N 47°28'03" E 20.10'
C19	143.50'	19°24'16"	48.60'	S 76°54'35" W 48.37'
C28	15.00'	90°00'00"	23.56'	N 67°47'33" W 21.21'
C29	15.00'	90°00'00"	23.56'	S 22°12'27" W 21.21'
C32	15.00'	43°02'57"	11.27'	N 45°40'59" E 11.01'
C34	545.00'	5°03'44"	48.15'	S 08°48'13" E 48.14'
C35	545.00'	8°01'47"	76.38'	S 02°15'27" E 76.32'
C36	111.50'	46°42'07"	90.88'	N 12°00'58" E 88.39'
C37	111.50'	31°50'25"	61.96'	N 51°17'14" E 61.17'

CENTERLINE CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
CLC3	166.00'	28°33'26"	82.74'	S 81°29'10" W 81.88'

RIGHT-OF-WAY CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
RWC5	188.50'	22°20'06"	73.48'	S 78°22'30" W 73.02'

- LEGEND**
- AC = ACRES
 - CH = CHORD
 - C.M. = CONCRETE MONUMENT
 - C/L = CENTERLINE
 - C.O.B. = CITY OF TALLAHASSEE
 - Fnd. = FOUND
 - H.O.A. = HOME OWNERS ASSOCIATION
 - I.P. = IRON PIPE
 - I.R. = IRON ROD
 - L = LENGTH
 - NO. = NUMBER
 - N&D = NAIL and DISK
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - PCP = PERMANENT CONTROL POINT
 - PRM = PERMANENT REFERENCE MONUMENT
 - R = RADIUS
 - RANGE = RANGE
 - R&S = RIGHT-OF-WAY SECTION
 - RD. = ROAD
 - R/W = RIGHT-OF-WAY
 - SEC. = SECTION
 - TWP. = TOWNSHIP

- SYMBOLS**
- = FOUND CONCRETE MONUMENT
 - = FOUND IRON PIPE
 - = SET IRON ROD & CAP (LB 7834)
 - = SET IRON ROD & CAP (LB 7834 PRM)
 - = SET PK NAIL & DISK (LB 7834)
 - △ = SET PK NAIL & DISK (LB 7834 PCP)
 - ⊙ = SET PK NAIL & DISK (LB 7834 PRM)

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DRAWN BY: B. BAILEY	DATE: DECEMBER 17, 2019	JOB NO. 223301.01	SHEET NO. 5 of 6
CHECKED BY: S. STINSON	SCALE: 1" = 50'		

THE RETREAT AT MAHAN

A SUBDIVISION OF A PORTION OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY

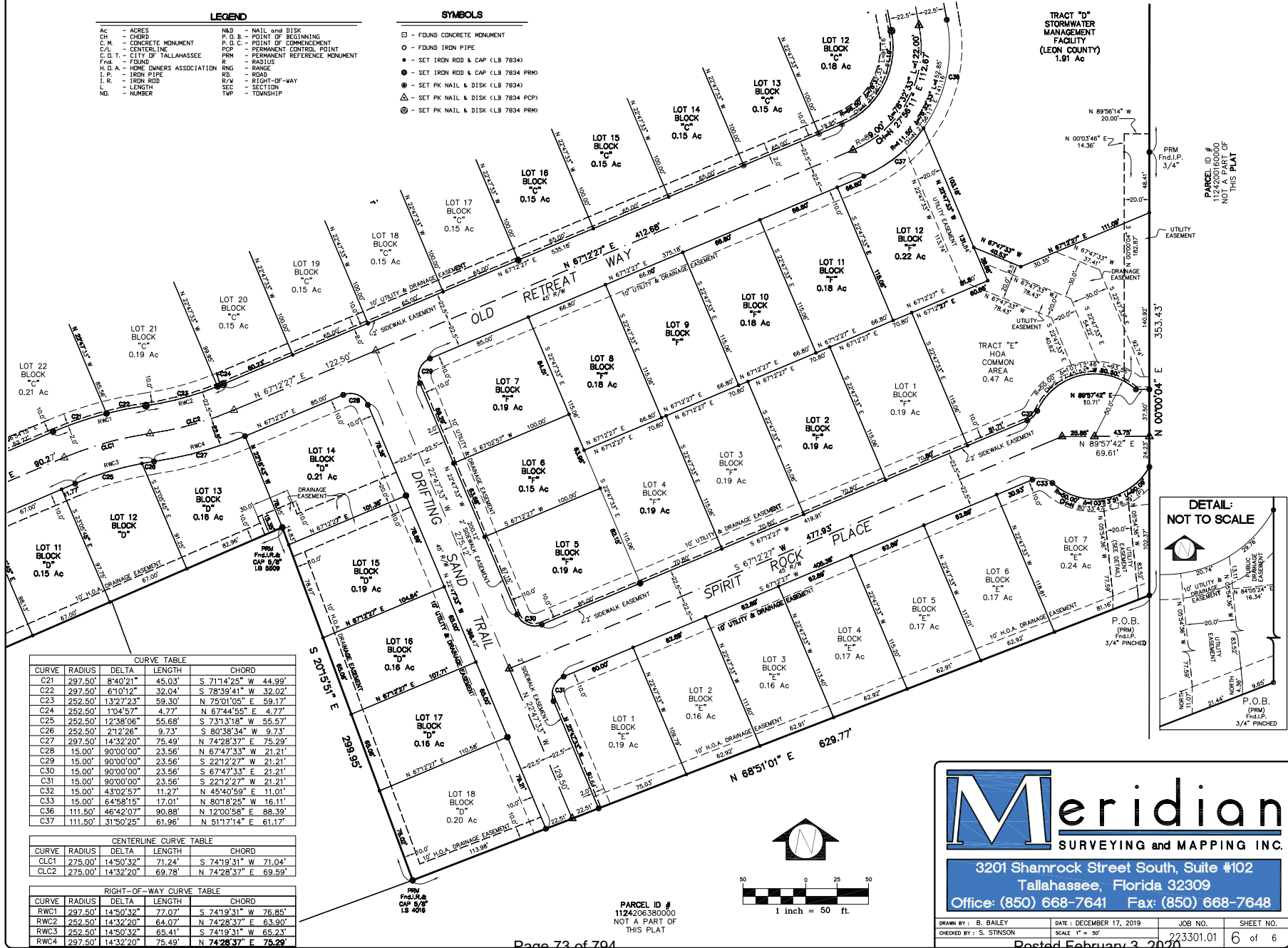
PLAT BOOK _____ PAGE _____

LEGEND

AC - ACRES	N&D - NAIL and DISK
CH - CHAIN	P.D.B. - POINT OF BEGINNING
C.M. - CONCRETE MONUMENT	P.O.C. - POINT OF COMMENCEMENT
C.L. - CENTERLINE	PRM - PERMANENT CONTROL POINT
C.D.T. - CITY OF TALLAHASSEE	PRM - PERMANENT REFERENCE MONUMENT
Fnd. - FOUND	R - RADIUS
H.O.A. - HOME OWNERS ASSOCIATION	RNG. - RANGE
I.P. - IRON PIPE	RD. - ROAD
L. - LENGTH	R/O-W - RIGHT-OF-WAY
ND. - NUMBER	SEC. - SECTION
	TWP. - TOWNSHIP

SYMBOLS

□ - FOUND CONCRETE MONUMENT
○ - FOUND IRON PIPE
● - SET IRON ROD & CAP (LB 7834)
⊙ - SET IRON ROD & CAP (LB 7834 PRM)
⊙ - SET PK NAIL & DISK (LB 7834)
⊙ - SET PK NAIL & DISK (LB 7834 PCP)
⊙ - SET PK NAIL & DISK (LB 7834 PRM)



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	297.50'	8°40'21"	45.03'	S 71°14'25" W 44.99'
C22	297.50'	6°10'12"	32.04'	S 78°39'41" W 32.02'
C23	252.50'	13°27'23"	59.30'	N 75°01'05" E 59.17'
C24	252.50'	10°45'57"	47.77'	N 67°44'55" E 47.77'
C25	252.50'	12°38'06"	55.68'	S 73°13'18" W 55.57'
C26	252.50'	2°12'28"	9.73'	S 80°38'34" W 9.73'
C27	297.50'	14°32'20"	75.49'	N 74°28'37" E 75.29'
C28	15.00'	90°00'00"	23.56'	N 67°47'33" W 21.21'
C29	15.00'	90°00'00"	23.56'	S 22°12'27" W 21.21'
C30	15.00'	90°00'00"	23.56'	S 67°47'33" E 21.21'
C31	15.00'	90°00'00"	23.56'	S 22°12'27" W 21.21'
C32	15.00'	43°02'57"	11.27'	N 45°40'59" E 11.01'
C33	15.00'	64°58'15"	17.01'	N 80°18'25" W 16.11'
C36	111.50'	46°42'07"	90.88'	N 12°00'58" E 88.39'
C37	111.50'	31°50'25"	61.96'	N 51°17'14" E 61.17'

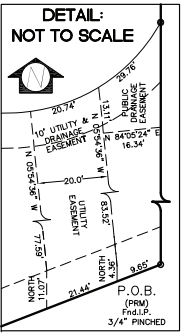
CENTERLINE CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
CLC1	275.00'	14°50'32"	71.24'	S 74°19'31" W 71.04'
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RIGHT-OF-WAY CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
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RWC2	252.50'	14°32'20"	64.07'	N 74°28'37" E 63.90'
RWC3	252.50'	14°50'32"	65.41'	S 74°19'31" W 65.23'
RWC4	297.50'	14°32'20"	75.49'	N 74°28'37" E 75.29'

PARCEL ID #
1124206380000
NOT A PART OF
THIS PLAT





Meridian
SURVEYING and MAPPING INC.

3201 Shamrock Street South, Suite #102
Tallahassee, Florida 32309
Office: (850) 668-7641 Fax: (850) 668-7648

DRAWN BY: B. BAILEY	DATE: DECEMBER 17, 2019	JOB NO.	SHEET NO.
CHECKED BY: S. STINSON	SCALE: 1" = 50'	223301.01	6 of 6

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 11th day of February, 2020, between **PEDRICK HOMES LLC.**, a Florida limited liability company, whose mailing address is 5876 Dahlgren Trail Tallahassee, Florida 32312 hereinafter called the **DEVELOPER**, and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the **COUNTY**.

WHEREAS, the DEVELOPER has heretofore presented a map or plat of **Retreat at Mahan** to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and street and installation of all sidewalks and drainage facilities (the "Improvements") therein and after the completion of said Improvements the execution of a Maintenance Agreement by the DEVELOPER to correct, repair, or replace according to approved design specification and to COUNTY satisfaction or reimburse the COUNTY for any defects in materials and workmanship in the construction, paving and installation of said Improvements; and

WHEREAS, said Improvements in said subdivision have been constructed, paved and installed in accordance with plans and specifications prescribed by the COUNTY, and said Improvements having been approved by the COUNTY;

PERFORMANCE OF THIS AGREEMENT by the DEVELOPER shall be secured by a Letter of Credit in the amount of \$169,661.00 with surety thereon approved by the COUNTY and COUNTY is authorized to redeem said letter of credit without notice.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the DEVELOPER for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the County for all expenses that might be incurred by the County because of any defects in materials and/or workmanship in the construction, paving, sidewalks and installation of all drainage facilities said Improvements in **Retreat at Mahan** that become apparent within two (2) years from date of this agreement.

IN WITNESS WHEREOF the Developer has hereunto caused its name to be signed and the County has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

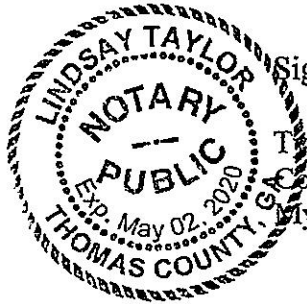
Kim Alligood (Signature)
Kim Alligood (Typed or printed name)
Katie Clay (Signature)
Katie clay (Typed or printed name)

PEDRICK HOMES LLC.
[Signature] (Seal)
Managing Member

COUNTY OF LEON
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 23rd day of January, 2020, by _____ and _____, President and Secretary, respectively, on behalf of (corporation), and who are personally known to me or have produced _____ as identification.

NOTARY PUBLIC



Signature Lindsay Taylor
Typed or Printed Name Lindsay Taylor
Commission Number _____
My Commission expires 05/02/2020

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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



Thomasville National Bank

February 11th, 2020

Leon County
301 S. Monroe St.
Tallahassee, FL 32301

IRREVOCABLE LETTER OF CREDIT NO. #314

We hereby establish our Irrevocable Letter of Credit No. #187 in your favor for the account of **PEDRICK HOMES LLC** up to the aggregate amount of **ONE HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS AND 00/100 (\$169,661.00)** available by drafts drawn on **THOMASVILLE NATIONAL BANK**, 301 N. Broad Street, P.O. Box 1999, Thomasville, Georgia 31799.

A statement which indicates the purpose for the draft must be provided in writing with the request for draft.

This Letter of Credit expires **02-11-2022** unless extended in writing from this bank. Any drafts under this Letter of Credit must be presented to this bank for payment not later than five (5) business days prior to the expiration of the Letter.

The right to draw under this Letter of Credit is irrevocable and unconditional by this bank, and is not transferable.

This credit is subject to the Uniform Customs and Practices for documentary credits (1993 revision), International Chamber of Commerce Brochure No. 500.

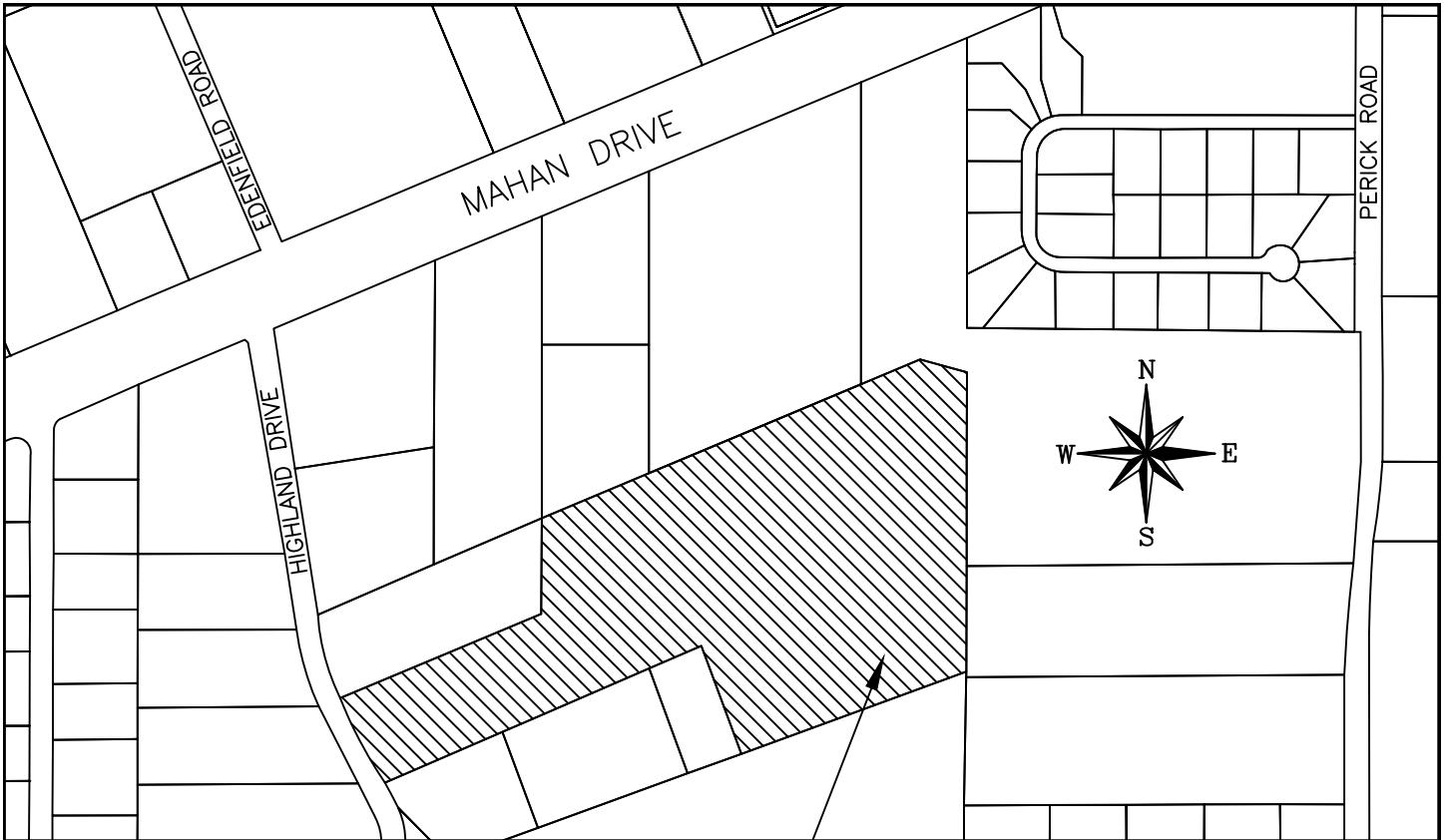
All drafts must be marked "**DRAWN UNDER LETTER OF CREDIT NO. #314 IN REFERENCE TO PEDRICK HOMES LLC, THOMASVILLE NATIONAL BANK, THOMASVILLE, GEORGIA, DATED FEBRUARY 11TH, 2020.**"

Sincerely,

A handwritten signature in blue ink that reads "Charles H. Hodges, III".

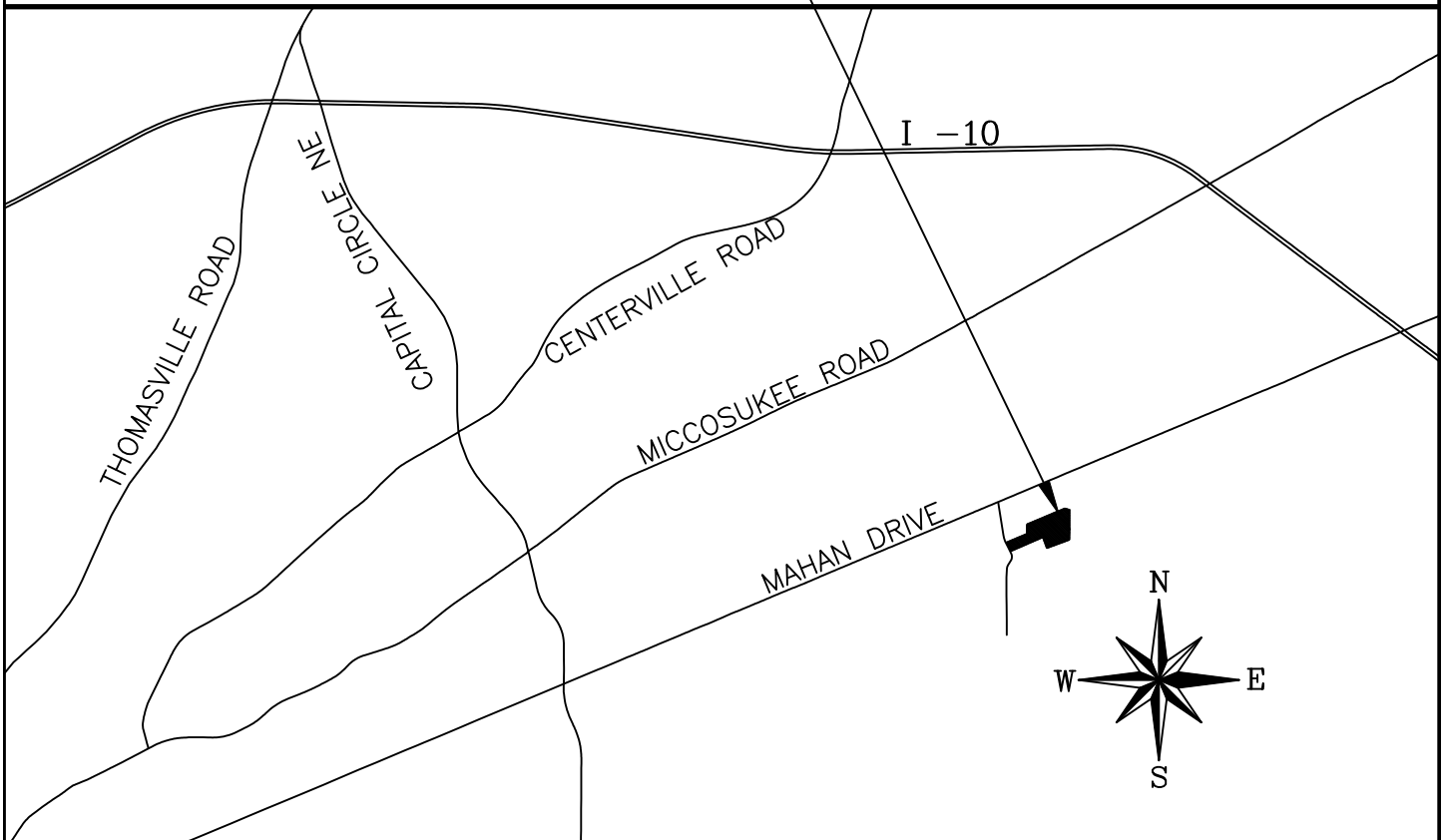
Charles H. Hodges, III
President





THE RETREAT AT MAHAN

SITE MAP
SCALE 1" = 500'



LOCATION MAP
SCALE 1" = 5000'



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

JOHN E. DAILEY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

BILL 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

**DEPARTMENT OF DEVELOPMENT SUPPORT &
ENVIRONMENTAL MANAGEMENT**

Development Services Division
Renaissance Center, 2nd Floor
435 North Macomb Street
Tallahassee, Florida 32301-1019
Phone (850) 606-1300

June 13, 2018

Phil Sanders, P.E.
Paradigm Engineers and Consultants
3420 Mahoney Drive
Tallahassee, FL 32309

RE: The Retreat at Mahan, Type "B" Site and Development Plan
Approval with Conditions
Project ID: (LSP170035) - CPA Track
Tax Parcel Identification Numbers: 11-24-20-220-000-0 and 11-24-20-222-000-0

Dear Mr. Sanders:

We have completed the review process for The Retreat at Mahan Type "B" site and development plan. Review of the application was completed in accordance with the requirements for review and approval for site plans established in Article VII of the Leon County Land Development Code (LDC, Ch. 10, Code of Laws). The application is hereby approved, subject to conditions and resolution of deficiencies outlined in the staff reports, mark-ups included on the proposed site plan in Project Dox and as specified on the record at the Development Review Committee (DRC) meeting on June 6, 2018.

The DRC approved a request for deviation to the following development standard in the LDC: Section 10-7.522 - eliminate the required vegetative buffer between like residential uses, specifically between the application site and the proposed "Avery Park" to the north and the adjoining Residential Preservation-zoned properties developed with single-family residential; (2) eliminate the required Type "B" buffer between the church use to the east of the project site.

These deviations were approved with the condition that the buffers are replaced with a 6' high opaque wooden fence. The proposed fence shall be offset from the property line and include some plantings on the less-intense side of the fence. The fence and plantings shall be maintained by the Home Owners Association (HOA). The finished side of the fence shall face the less-intense development. The requests for deviation were determined consistent with the criteria for granting a deviation in Section 10-1.106 of the LDC (Deviation from Development Standards) and the Tallahassee-Leon County Comprehensive Plan.

The Retreat at Mahan
Project ID: LSP170035
June 13, 2018
Page 2

Prior to commencement of on-site development or construction activities, the applicant shall file and receive an approved environmental management permit for this project. Please refer to the staff report and conditions outlined in the Environmental Services staff report.

The application proposes division of the property wherein a final plat must be accepted by the Board of County Commissioners and executed in the Public Records of Leon County. Acceptance of a plat may only occur upon confirmation that all required improvements and infrastructure are installed and inspected by Leon County. No building permits will be issued until such time all required infrastructure improvements are constructed and completed by the developer or agents and inspected and approved by the County.

Any modifications or amendments to the site plan shall be reviewed consistent with the criteria outlined in Section 10-7.411 of the LDC, *modifications to approved subdivisions or site and development plans*. Revisions to approved site and development plans not determined to be minor, shall be reviewed consistent with the site and development plan review thresholds included in Section 10-7.402 of the LDC, *development review and approval system*.

This approval shall remain in effect until full development build-out. The approval shall expire if substantial and observable development has not commenced within three (3) years of the date of this approval or, substantial and observable development ceases for a period of three (3) years before the project is complete and certificates of occupancy have been issued (Sec. 10-7.410, LDC).

If you have any questions, please do not hesitate to contact me at (850) 606-1300 or send email to "garcian@leoncountyfl.gov".

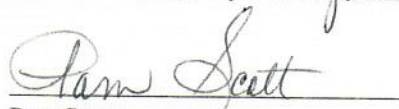
Sincerely,



David McDevitt, Development Support and Environmental Management Director
Chairman, Development Review Committee

cc: Rick Singletary, Pedrick Homes, LLC, 1400 Village Square Boulevard, Suite 3, Box 141
Tallahassee, FL 32312
Project Dox – LSP170035

I hereby certify that this order was rendered unto me this 13th day of June, 2018.



Pam Scott
Clerk of the Development Review Committee

**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

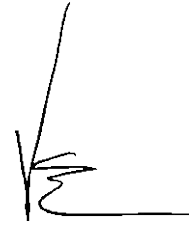
Leon County Board of County Commissioners

Agenda Item #7

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Local Agency Program Supplemental Agreement with Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Chris Muehlemann, P.E., Chief of Engineering Design George Su, P.E., Senior Design Engineer Felton Ard, PE, Customer Support Engineer

Statement of Issue:

This item seeks Board approval of a Local Agency Program (LAP) Supplemental Agreement with Florida Department of Transportation (FDOT) to reduce the programmed funding by \$2,654 for the construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line due to the awarded construction bid being less than the amount FDOT previously programmed for the project, and the adoption of a Resolution authorizing entry into the Supplemental Agreement.

Fiscal Impact:

This item has a fiscal impact. The construction costs are being fully funded by the Federal Highway Administration and FDOT through a reimbursement to the County. This project was previously budgeted for \$521,400 for the construction. This item reduces the programmed construction budget by \$2,654 based on the bid awarded by the Board at its January 28, 2020 meeting.

Staff Recommendation:

See next page.

Title: Local Agency Program Supplemental Agreement with the Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

February 11, 2020

Page 2

Staff Recommendation:

- Option #1: Approve the Local Agency Program Supplemental Agreement with Florida Department of Transportation for the construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Adopt the Resolution authorizing the Local Agency Program Supplemental Agreement for the construction of safety improvements on Old Bainbridge from North Monroe Street to the Gadsden Count Line and authorize the Chairman to execute (Attachment #2).
- Option #3: Approve the Resolution and associated Budget Amendment Request reducing the budget in the amount of \$2,654 (Attachment #3).

Report and Discussion

Background:

This item seeks Board approval of a Local Agency Program (LAP) Supplemental Agreement with Florida Department of Transportation (FDOT) to reduce the programmed funding for the construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line project due to the awarded construction bid being less than the amount FDOT previously programmed for the project.

The construction of safety improvements on Old Bainbridge Road advances the following FY2017-FY2021 Strategic Initiative:

- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)*

This particular Strategic Initiative aligns with the Board's Quality of Life Strategic Priorities:

- *(Q5) Support strong neighborhoods.*
- *(Q6) Promote livability, health, and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.*

At the May 14, 2019 meeting, the Board approved a Local Agency Program Agreement with FDOT for funding for the construction and construction engineering and inspection services of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line for \$521,400. Per the executed Agreement, \$469,920 is allocated to construction and the remaining \$51,480 is budgeted for engineering inspection services. At the January 28, 2020 meeting, the Board approved the bid award to C.W. Roberts Contracting Inc. in the amount of \$424,797 for construction of the project, \$45,123 less than the amount previously programmed for the project.

Analysis:

In situations where a bid comes in under the allocated construction budget, the FDOT LAP Agreement only allows for an estimated 10% of the uncommitted construction funds to remain in the budget, which in this case would be \$42,479. The Supplemental Agreement only reduces the programmed construction budget by \$2,654 to conform with the LAP requirements, all provisions in the original Agreement remain in effect.

Staff recommends approval of the Supplemental Agreement and authorization for the County Administrator to execute. The Supplemental Agreement also requires the Board's adoption of a Resolution (Attachment #2) authorizing the entry into the Agreement. The construction work is on schedule to begin in March 2020 and be completed in May 2020.

Title: Local Agency Program Supplemental Agreement with the Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line

February 11, 2020

Page 4

Options:

1. Approve the Local Agency Program Supplemental Agreement with Florida Department of Transportation for the construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line and authorize the County Administrator to execute (Attachment #1).
2. Adopt the Resolution authorizing the Local Agency Program Supplemental Agreement for the construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line and authorize the Chairman to execute (Attachment #2).
3. Approve the Resolution and Budget Amendment Request reducing the budget in the amount of \$2,654 (Attachment #3).
4. Do not approve the Local Agency Program Supplemental Agreement with Florida Department of Transportation for the construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line.
5. Board direction.

Recommendation:

Options #1, #2 and #3

Attachments:

1. Local Agency Program Supplemental Agreement
2. Resolution authorizing entry into Supplemental Agreement
3. Resolution and Associated Budget Amendment Request

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

Attachment #1
Page 1 of 5
525-010-32
PROGRAM MANAGEMENT
08/19

SUPPLEMENTAL NO.
001

FEDERAL ID NO. (FAIN)
D318-038-B

CONTRACT NO.
G1923

FEDERAL AWARD DATE
05/14/2019

FPN
436621-1-58-01 & 436621-1-68-01

RECIPIENT DUNS NO.
80-939-7102

Recipient, LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, desires to supplement the original Agreement entered into and executed on June 17, 2019 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name CR 361 Old Bainbridge Road Safety Improvements Project Length 3.737 miles

Termini From SR 63 (US 27) to the Gadsden County Line

Description of Work:

The construction of safety improvements including limited piping of steep ditches at selected sharp curves, new signage, upgraded pavement markings, delineators, and shielding of obstructions in limited circumstances at CR 361 old Bainbridge Road from SR 63 (US 27) to Gadsden County Line.

Reason for Supplement and supporting engineering and/or cost analysis:

The low bidder for the project was less than the amount programmed in the Work Program. The Department will be removing excess funds in the amount of \$2,654. The new agreement total will be \$518,746.

Exhibit B – Updated Financial Assistance

Exhibit D – Recipient Resolution

Exhibit E – Updated Federal Financial Assistance (Single Audit Act)

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Leon County, Florida
301 S. Monroe Street, 5th Floor
Tallahassee, FL 32301

FINANCIAL PROJECT NUMBER: 438270-1-58-01
438270-1-68-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction FY: 2019 (Highway Safety Program) \$469,920.00 FY: (Insert Program Name) \$0.00 FY: (Insert Program Name) \$0.00 Total Construction Cost	\$469,920.00	(\$2,654.00)	\$467,266.00	\$ 0.00	\$ 0.00	\$467,266.00
Construction Engineering and Inspection (CEI) FY: 2019 (Highway Safety Program) \$51,480.00 FY: (Insert Program Name) \$0.00 FY: (Insert Program Name) \$0.00 Total CEI Cost	\$51,480.00	\$ 0.00	\$51,480.00	\$ 0.00	\$ 0.00	\$51,480.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$521,400.00	(\$2,654.00)	\$518,746.00	\$ 0.00	\$ 0.00	\$518,746.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dusitn Castells
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Leon County, Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Tim Smith, P.E.

Title: Interim Director of Transportation Development

Date: _____

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Attachment #1
Page 4 of 5

525-010-40D
PROGRAM MANAGEMENT
OGC – 10/18
Page 1 of 1

EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$518,746.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrc.gov/>

RESOLUTION: 20-_____

**A RESOLUTION OF THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
APPROVING LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
AND LEON COUNTY, FLORIDA FOR THE DESIGN OF SAFETY IMPROVEMENTS
ON OLD BAINBRIDGE ROAD AT KNOTS LANE**

WHEREAS, The State of Florida, Department of Transportation (the “DEPARTMENT”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (the “COUNTY”) on June 17, 2019, entered into a Local Agency Program Agreement for the DEPARTMENT’s participation in the design of safety improvements on Old Bainbridge Road at Knots Lane (the “LAP Agreement”); and

WHEREAS, the COUNTY desires to supplement the LAP Agreement to allow for the DEPARTMENT to add funds in the amount of \$11,133.00 to the Work Program due to the low bid being greater than the amount originally programmed (the “LAP Supplemental Agreement”); and

WHEREAS, completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the project will substantially improve the safety, operation, and efficiency of the intersection on Old Bainbridge Road at Knots Lane.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 11th day of February, 2020, that the Board hereby approves the LAP Supplemental Agreement and hereby authorizes the Chairman to execute the LAP Supplemental Agreement, and any future amendments or supplements to the LAP Agreement that may be necessary, in a form approved by the County Attorney.

Passed and adopted on this 11th day of February, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

APPROVED AS TO FORM:
Leon County Attorney’s Office

BY: _____

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; 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 11th day of February, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, 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

FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20009
Date: 1/27/2020

Agenda Item No: _____
Agenda Item Date: 2/11/2020

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			
125	053009	331416	000	DOT Old Bainbridge Rd Monroe	521,400	(2,654)	518,746
					Subtotal:	(2,654)	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	053009	56300	541	Improvements Other Than Buildings	521,400	(2,654)	518,746
					Subtotal:	(2,654)	

Purpose of Request:

This amendment realizes a reduction of \$2,654 in funding from the Florida Department of Transportation to decrease the funding for the construction of safety improvements on Old Bainbridge Road at Knots Lane per the Local Agency Program (LAP) Supplemental Agreement.

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 #8

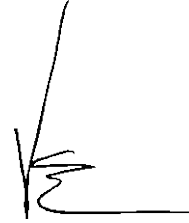
Leon County Board of County Commissioners

Agenda Item #8

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Local Agency Program Supplemental Agreement with Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road at Knots Lane

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Chris Muehlemann, P.E., Chief of Engineering Design George Su, P.E., Senior Design Engineer Felton Ard, PE, Customer Support Engineer

Statement of Issue:

This item seeks Board approval of a Local Agency Program (LAP) Supplemental Agreement with the Florida Department of Transportation (FDOT) to provide additional funding to the County for the construction of safety improvements on Old Bainbridge Road at Knots Lane due to the awarded construction bid being greater than the amount FDOT previously programmed for the project, and adoption of a Resolution authorizing entry into the Supplemental Agreement.

Fiscal Impact:

This item has a fiscal impact. The construction costs are being fully funded by the Federal Highway Administration and FDOT through a reimbursement to the County. This project was previously budgeted at \$130,647 for the construction. This item recognizes an additional \$11,133 towards the construction budget from FDOT for a total of \$141,780.

Staff Recommendation:

See next page.

Title: Local Agency Program Supplemental Agreement with the Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road at Knots Lane

February 11, 2020

Page 2

Staff Recommendation:

- Option #1: Approve the Local Agency Program Supplemental Agreement with Florida Department of Transportation for the construction of safety improvements on Old Bainbridge Road at Knots Lane (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Adopt the Resolution authorizing the Local Agency Program Supplemental Agreement for the construction of safety improvements on Old Bainbridge Road at Knots Lane and authorize the Chairman to execute (Attachment #2).
- Option #3: Approve the Resolution and associated Budget Amendment Request in the amount of \$11,133 (Attachment #3).

Report and Discussion

Background:

This item seeks Board approval of a Local Agency Program (LAP) Supplemental Agreement with FDOT to provide additional funding to the County for the construction of safety improvements on Old Bainbridge Road at Knots Lane project due to the awarded construction bid being greater than the amount FDOT had previously programmed.

The construction of safety improvements on Old Bainbridge Road advances the following FY2017-FY2021 Strategic Initiative:

- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)*

This particular Strategic Initiative aligns with the Board's Quality of Life Strategic Priorities:

- *(Q5) Support strong neighborhoods.*
- *(Q6) Promote livability, health, and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.*

At the May 14, 2019 meeting, the Board approved a Local Agency Program Agreement with FDOT for funding for the construction and construction engineering and inspection (CEI) services of safety improvements on Old Bainbridge Road at Knots Lane for \$130,647. Per the executed agreement, \$116,649 is allocated to construction and the remaining \$13,998 is budgeted for CEI services. At the January 28, 2020 meeting, the Board approved the bid award to C.W. Roberts Contracting Inc. in the amount of \$127,782 for construction of the project. The analysis presented to the Board at that time noted this agenda item would come back to the Board to secure the remaining funding for CEI services.

Analysis:

Prior to staff recommending award of the construction bid to the Board, FDOT informed staff that additional funding in the amount of \$11,133 would be programmed through a Supplemental Agreement to fully cover the cost of the bid. The proposed Supplemental Agreement only allocates the additional funding, all provisions in the original Agreement remain in effect.

Staff recommends approval of the Supplemental Agreement and authorization for the County Administrator to execute the Agreement. The Supplemental Agreement also requires the Board's adoption of a Resolution (Attachment #2) authorizing the County's entry into the Agreement. The construction work is on schedule to begin in March 2020 and be completed in May 2020.

Title: Local Agency Program Supplemental Agreement with the Florida Department of Transportation for the Construction of Safety Improvements on Old Bainbridge Road at Knots Lane

February 11, 2020

Page 4

Options:

1. Approve the Local Agency Program Supplemental Agreement with Florida Department of Transportation for the construction of safety improvements on Old Bainbridge Road at Knots Lane (Attachment #1) and authorize the County Administrator to execute.
2. Adopt the Resolution authorizing the Local Agency Program Supplemental Agreement for the construction of safety improvements on Old Bainbridge Road at Knots Lane and authorize the Chairman to execute (Attachment #2).
3. Approve the Resolution and associated Budget Amendment Request in the amount of \$11,133 (Attachment #3).
4. Do not approve the Local Agency Program Supplemental Agreement with Florida Department of Transportation for the construction of safety improvements on Old Bainbridge Road at Knots Lane.
5. Board direction.

Recommendation:

Options #1, #2 and #3

Attachments:

1. Local Agency Program Supplemental Agreement
2. Resolution authorizing entry into Supplemental Agreement
3. Resolution and Associated Budget Amendment

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

Attachment #1
Page 1 of 5
525-010-32
PROGRAM MANAGEMENT
08/19

SUPPLEMENTAL NO.
001

FEDERAL ID NO. (FAIN)
D318-065-B

CONTRACT NO.
G1924

FEDERAL AWARD DATE
05/14/2019

FPN
438270-1-58-01 & 438270-1-68-01

RECIPIENT DUNS NO.
80-939-7102

Recipient, LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, desires to supplement the original Agreement entered into and executed on June 17, 2019 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name CR 361 Old Bainbridge Road at Knots Lane Intersection Length .019 miles

Termini CR 361 Old Bainbridge Rd at Knots Lane

Description of Work:

The construction and installation of advance warning signs with flashing beacons and chevron signs within the curve; milling and resurfacing within the curve, install rumble strip striping along edge line at CR 361 old Bainbridge Road at Knots Lane.

Reason for Supplement and supporting engineering and/or cost analysis:

The low bidder for the project was greater than the amount programmed in the Work Program. For the project to move forward, the Department is adding \$11,133 of funding to the project for a total of \$141,780.

Exhibit B – Updated Financial Assistance

Exhibit D – Recipient Resolution

Exhibit E – Updated Federal Financial Assistance (Single Audit Act)

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Leon County, Florida
301 S. Monroe Street, 5th Floor
Tallahassee, FL 32301

FINANCIAL PROJECT NUMBER: 438270-1-58-01
438270-1-68-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction FY: 2019 (Highway Safety Program) \$116,649.00 FY: 2020 (Highway Safety Program) \$0.00 FY: (Insert Program Name) \$0.00 Total Construction Cost	\$116,649.00 \$0.00 \$0.00	\$0.00 \$11,133.00 \$0.00	\$116,649.00 \$11,133.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$116,649.00 \$11,133.00 \$0.00
Construction Engineering and Inspection (CEI) FY: 2019 (Highway Safety Program) \$13,998.00 FY: (Insert Program Name) \$0.00 FY: (Insert Program Name) \$0.00 Total CEI Cost	\$13,998.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$13,998.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$13,998.00 \$0.00 \$0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$130,647.00	\$11,133.00	\$141,780.00	\$ 0.00	\$ 0.00	\$141,780.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dusitn Castells
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Leon County, Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Tim Smith, P.E.

Title: Interim Director of Transportation Development

Date: _____

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Attachment #1
Page 4 of 5

525-010-40D
PROGRAM MANAGEMENT
OGC – 10/18
Page 1 of 1

EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$141,780.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

RESOLUTION: 20-_____

**A RESOLUTION OF THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
APPROVING LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT
BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
AND LEON COUNTY, FLORIDA FOR THE DESIGN OF SAFETY IMPROVEMENTS
ON OLD BAINBRIDGE ROAD AT KNOTS LANE**

WHEREAS, The State of Florida, Department of Transportation (the “DEPARTMENT”) and Leon County, Florida, a charter county and political subdivision of the State of Florida (the “COUNTY”) on June 17, 2019, entered into a Local Agency Program Agreement for the DEPARTMENT’s participation in the design of safety improvements on Old Bainbridge Road at Knots Lane (the “LAP Agreement”); and

WHEREAS, the COUNTY desires to supplement the LAP Agreement to allow for the DEPARTMENT to add funds in the amount of \$11,133.00 to the Work Program due to the low bid being greater than the amount originally programmed (the “LAP Supplemental Agreement”); and

WHEREAS, completion of the PROJECT is in the interest of the DEPARTMENT and the COUNTY, as the project will substantially improve the safety, operation, and efficiency of the intersection on Old Bainbridge Road at Knots Lane.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 11th day of February, 2020, that the Board hereby approves the LAP Supplemental Agreement and hereby authorizes the Chairman to execute the LAP Supplemental Agreement, and any future amendments or supplements to the LAP Agreement that may be necessary, in a form approved by the County Attorney.

Passed and adopted on this 11th day of February, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

APPROVED AS TO FORM:
Leon County Attorney’s Office

BY: _____

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

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; 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 11th day of February, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, 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

**FISCAL YEAR 2019/2020
BUDGET AMENDMENT REQUEST**

No: BAB20008
Date: 1/27/2020

Agenda Item No: _____
Agenda Item Date: 2/11/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	053008	331415	000	DOT Old Bainbridge Rd Knots Lane	130,647	11,133	141,780

Subtotal: 11,133

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	053008	56300	541	Improvements Other Than Buildings	130,647	11,133	141,780

Subtotal: 11,133

Purpose of Request:

This amendment realizes an additional \$11,133 from the Florida Department of Transportation to increase the funding for the construction of safety improvements on Old Bainbridge Road at Knots Lane per the Local Agency Program (LAP) Supplemental Agreement.

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 #9

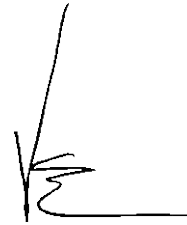
Leon County Board of County Commissioners

Agenda Item #9

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Authorization to Negotiate an Agreement for Disaster Recovery Consulting Services

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E, Director, Public Works
Lead Staff/ Project Team:	Scott Ross, Director, Office of Financial Stewardship Matt Cavell, Assistant to the County Administrator Roshaunda Bradley, Administrative Services Manager Shelly Kelley, Purchasing Director

Statement of Issue:

This item seeks Board authorization for the County Administrator to negotiate and execute an Agreement with Hagerty Consulting, Inc. for disaster recovery consulting services to assist in the County's preparation and documentation of reimbursable expenditures from the Federal Emergency Management Agency (FEMA) for storm related events. By contracting with a Disaster Recovery Consultant, the County will ensure the maximum return of federal funding to Leon County.

Fiscal Impact:

This item has a fiscal impact. Under FEMA Public Assistance guidelines, 87.5% of the consultant expenditures are reimbursable (75% from FEMA and 12.5% from the State). Actual County costs will be negotiated based on the services required for each storm event.

Staff Recommendation:

Option #1: Authorize the County Administrator to negotiate and execute an agreement with Hagerty Consulting, Inc., and the next two ranked firms if necessary, for disaster recovery consulting services (Attachment #1) in a form approved by the County Attorney.

Report and Discussion

Background:

This item seeks Board authorization for the County Administrator to negotiate and execute an Agreement with Hagerty Consulting, Inc. for disaster recovery consulting services to assist in the County's preparation and documentation of reimbursable expenditures from the Federal Emergency Management Agency (FEMA) for storm related events. By contracting with a Disaster Recovery Consultant, the County will ensure the maximum return of federal funding to Leon County.

Since 2016, the County has contracted with a disaster recovery consultant to assist with reviewing and preparing all necessary documentation to expedite reimbursement for storm related expenses under the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The current contract expired on January 31, 2020. In order to continue the cost recovery work for previous storms and to ensure the County has ongoing support for future disasters, a new Request for Proposal (RFP) was developed in accordance with FEMA guidelines. FEMA guidelines require a competitive bidding process in order for the County to be reimbursed for consultant expenses.

Analysis:

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced disaster recovery consultant who is capable of tracking disaster related expenses, maintaining appropriate documentation and planning the most effective strategies for recovery throughout all phases of a disaster. The types of services that may be required include, but are not limited to, the following:

- Provide personnel to augment recovery capabilities for declared and nondeclared events.
- Provide emergency planning, disaster recovery, mitigation planning and program management services.
- Provide pretrained specialists under the FEMA Public Assistance Program.
- Prepare with the State, FEMA, and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary and prepare necessary documentation.
- Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners.
- Track progression of all project worksheet versions through closeout.

RFP No. BC-12-05-19-16, for Disaster Recovery Services was electronically posted on November 5, 2019. The County received proposals from nine firms on December 2, 2019. The nine firms that submitted proposals included: AC Disaster Consulting, Blue Sky Florida/The Integrity Group, Ernst & Young, LLP, Guidehouse, Inc., Hagerty Consulting, Inc. Kinne Associates, LLC, Thomas Howell Ferguson, Wheeler Emergency Management Consulting, and Witt O'Briens.

The County's review process consisted of two parts. The written proposals were first reviewed by the individual RFP Evaluation Committee members. Through this review, the Committee then developed a short list of firms for interviews. At the conclusion of the process, a final ranking is determined by the committee for recommendation to the Board. Minority, Women, and Business Enterprise aspirational targets and local preference were not included in the evaluation process because they are prohibited in projects receiving Federal funds.

The written proposals were reviewed and ranked individually by each Committee Member (Attachment #2). Based on the scoring results, the Committee recommended the top three firms be short listed for interviews: Hagerty Consulting, Inc., Blue Sky Florida/The Integrity Group, and AC Disaster Consulting.

After all firms were interviewed, the Committee recommended Hagerty Consulting, Inc. as the top ranked firm due to them scoring the highest on both the written proposals and the interviews (Attachment #3). If the negotiations are unsuccessful with Hagerty Consulting Inc., staff recommends that negotiations proceed with the next ranked firms of AC Disaster Consulting, followed by Blue Sky Florida/the Integrity Group.

The Agreement will be for a period of three years. After the initial three-year period, at the sole option of the County, the Agreement may be extended for no more than two additional one-year periods.

Options:

1. Authorize the County Administrator to negotiate and execute an agreement with Hagerty Consulting, Inc., and the next two ranked firms if necessary, for Disaster Recovery Consulting Services (Attachment #1) in a form approved by the County Attorney.
2. Do not authorize the County Administrator to negotiate and execute an agreement for Disaster Recovery Consulting Services.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Agreement
2. Written Proposal Scoresheet
3. Final Ranking Summary

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County") and HAGERTY CONSULTING, INC., hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County the following services related to the provision of disaster recovery consultant/financial services for the County in accordance with: 1) Solicitation# BC-12-05-19-16, 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, attached to this Agreement as Exhibit B, to the extent that it is not inconsistent with this Agreement or Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

3. TIME

The Agreement shall be for a period of three (3) years, commencing on February 17, 2020, or upon execution of this Agreement and shall continue until February 16, 2023, or upon three (3) years from the execution of this Agreement. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Scott Ross
Street Address: 301 S. Monroe Street, Suite 202
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5117
E-mail: RossS@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Notices to the Contractor are to be submitted to:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

D. Invoices are to be submitted to:

Name: Scott Ross
Street Address: 301 S. Monroe Street, Suite 202
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5117
E-mail: RossS@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the Agreement.

7. STATUS

The Contractor at all times relevant to this Agreement shall be an independent Contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 4) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
- 5) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall

contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims are 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 obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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 AGREEMENT, 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**

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

18. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this Agreement/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

-
- B. Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within sixty days of the effective date of this Agreement/amendment/extension or within sixty days of the effective date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
- 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this Agreement or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement.

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 Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

21. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

22. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

23. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

24. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

25. ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-12-05-19-16

Exhibit B – Vendor’s Response to Solicitation #BC-12-05-19-16

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court & Comptroller,
Leon County, Florida

BY: _____

DATE: _____

Approved as to Form:
Leon County Attorney's Office

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

DATE: _____

HAGERTY CONSULTING, INC.

By: _____

Printed
Name _____

Title: _____

Date: _____



REQUEST FOR PROPOSALS

FOR

DISASTER RECOVERY CONSULTANT SERVICES

PROPOSAL NUMBER BC-12-05-19-16

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

Release Date: November 5, 2019

I. INTRODUCTION

The Leon County Government “County” is accepting proposals from qualified vendors for the provision of disaster recovery consultant/financial services for the County. The County reserves the right to award to one or more proposers whatever is in the best interest of the County. The County anticipates a contract for these services for a basic term of three (3) years with two 1-year extension options for services as needed. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced Emergency Management Consultant (hereafter referred as “Contractor”) who is responsible for assisting the County in, disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that are inclusive of, but not limited to, preparing Project Worksheets and detailed damage inspection reports, preparing Unified Hazard Mitigation Grant Program (HMGP) applications, and consulting with agencies to assure compliance with the Federal programs as well as other applicable recovery and mitigation activities.

The selected Contractor will provide project management services at a negotiated price when and if federal funds are awarded to the County. In addition to having knowledge and experience in federal grant elements, the Contractor shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, preparation of project worksheets, detailed damage inspection reports, and grant closeouts. The Contractor will be responsible for preparing and ensuring that all closeout paperwork is properly submitted to the appropriate agencies throughout the life of the projects as required.

II. GENERAL INSTRUCTIONS

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

Proposal Number BC-12-05-19-16
Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response (“Proposal”) must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked “Original” on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. 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 interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Plan holders and other interested persons and parties to review the Purchasing Division’s website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
November 5, 2019	Release of the RFP
November 15, 2019 - Not later than: 5:00 PM	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Geri Forslund at forslundg@leoncountyfl.gov Respondents are requested to send the e-mail to both representatives.
December 2 - Not later than: 2:00 PM	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
December 5, 2019	Interviews if the committee determines them necessary
December 13, 2019	Anticipated Posting of Intended Decision
January 28, 2019	Anticipated BOCC Meeting for Award Approval
January 31, 2020	Anticipated Contract Execution /Implementation/Transition
February 1, 2020	Contract Start Date

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Geri M. Forslund at (850) 606-1600; FAX (850) 606-1601; or e-mail at KelleyS@leoncountyfl.gov and ForslundG@leoncountyfl.gov. **Vendors are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, 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.

- E. Prohibited Communications: Any form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person’s representative seeking an award from such competitive solicitation; and
 2. Any County Commissioner or Commissioner’s staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person’s representative shall include, but not be limited to, the person’s employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and

terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- G. Proposer Registration: Proposers who 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. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.
- H. Planholders: As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.
- I. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- J. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived, and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for

the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- K. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- L. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- M. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- N. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- O. Reservation of Rights: The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her County occupational license and any licenses required

pursuant to the laws of Leon County, the County of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

T. Audits, Records, and Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

- U. 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.

- V. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.
- W. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- X. 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.
- Y. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or

remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments or divisions regarding the vendor complaint.

- Z. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.
- AA. 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.
- BB. 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.

The County reserves the right to negotiate with the successful proposer for any related products or services not specifically stated in this solicitation.

III. SCOPE OF SERVICES

Leon County is seeking the services of a qualified contractor to provide Disaster Recovery Consultant/Financial services. The purpose of the solicitation and subsequent contracting activity is to secure the services of an experienced Emergency Management Consultant (hereafter referred as "Contractor") who is capable of tracking disaster related expenses, maintaining appropriate documentation and planning the most effective strategies for recovery throughout all the phases of a disaster which may include providing staff to fill roles of the Finance Section within the NIMS/ICS structure of the County. The Contractor must be capable of assembling, directing, and managing a work force that can be assembled and remain accessible throughout the disaster closeout and audit process. The selected contractor will be expected to have a working knowledge of all applicable fiscal recovery eligibility criteria required, including but not limited to, 44 CFR, 2 CFR Part 200 "Super Circular", FEMA guidelines, FEMA Public Assistance Program and Policy Guide (PAPPG), Hurricane Sandy Improvement Act, Housing and Urban Development (HUD), Federal Highway Administration (FHWA), and any other applicable local, state, federal laws and regulations.

The qualified Contractor shall be responsible for assisting the County in disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that are inclusive of, but not limited to, preparing Project Worksheets and detailed damage inspection reports, preparing Unified Hazard Mitigation Grant Program (HMGP) applications, and consulting with agencies to assure compliance with the Federal programs as well as other applicable recovery and mitigation activities.

The selected Contractor will provide project management services at a negotiated price. In addition to having knowledge and experience in federal grant elements, the Contractor shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, preparation of project worksheets, detailed damage inspection reports, and grant closeouts. The Contractor will be responsible for preparing and ensuring that all closeout paperwork is properly submitted to the

appropriate agencies throughout the life of the projects as required.

The Contractor shall have demonstrated experience and expertise in the public facilitation process to assist the public in meaningful participation in Disaster Recovery Programs and the Unified HMGP process.

The Contractor should have the adequate number of staff members and/or sub-Contractors with experience and qualifications in grant management, engineering design review, and/or Federal and State regulatory compliance.

A. Budget

The budget shall be limited to the most current cost reimbursement amount eligible for FEMA Direct Administrative Costs.

B. Scope of Work

The Recovery Program is created pursuant to the FEMA Public Assistance Grant Program. The Public Assistance program is designated to provide supplemental Federal disaster grant assistance for the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations which qualify under specific provisions.

Contractor shall provide qualified personnel to perform services related to the recovery from disasters. These individuals shall have a working knowledge and experience with the FEMA Recovery Program and will seek to maximize Federal and State assistance to eligible Subgrantees. The Contractor shall have working knowledge of all FEMA Public Assistance and Individual Assistance Program regulations and policies. The Contractor shall also have working knowledge of Direct Administrative Cost (DAC) funding for program sustainability in accordance with FEMA rules, regulations and policies, whether written or implemented in practice.

The types of services that may be included, but are not limited to:

1. Disaster Recovery Financial Services

The primary scope of work to be provided to the County is listed below. However, the County reserves the right to request any of the services described in Exhibit A on an as needed basis. Costs for such requested services will be negotiated according to the unit prices contained in Exhibit B, the Contractor's bid proposal.

During the term of this contract, the Contractor shall provide all personnel, equipment, and resources necessary to assist the County in identifying and properly documenting (i) all emergency management and disaster recovery services provided, and all related costs incurred, by the County as a result of any declared and non-declared events, and (ii) all donations and volunteer services received by the County, in response to emergency management and recovery efforts ("Services"). The Services performed by the Contractor may, at the direction of the County, include, but not be limited to the following:

- a) Provide personnel to augment recovery capabilities for declared and non-declared events as needed by the County;
- b) If necessary, provide emergency planning, disaster recovery, mitigation planning and program management services required/requested by the County

- c) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
- d) Prepare with the State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary, and prepare necessary documentation to support same;
- e) Collect, write and submit as necessary, direct cost worksheets along with documentation necessary to support the writing of Category Z project worksheets;
- f) Write requests for time extensions to FEMA;
- g) Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners;
- h) Track and monitor Contractor's own time and activities by project, or as otherwise allowed by Federal guidance for direct administrative, indirect, and project management costs;
- i) Track progression of all project worksheet versions through closeout;
- j) Provide accurate, complete and timely invoices;
- k) Provide services in a professional manner at all times;
- l) Provide performance reports to the County when requested;
- m) Provide and gather supporting documentation for grant eligible projects and completing documentation required to receive reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, assisting with hazard mitigation application development, and assisting with closeout activities, requests for final inspection, and tracking and compiling Direct Administrative Costs (DAC) for reimbursement;
- n) The Contractor shall remain on contract, unless otherwise notified, until the disaster has been closed out and all local, state, and federal audits have been completed.
- o) The Contractor shall have conducted a criminal back ground and driver's license check the upon the hire for any person used in fulfilling this Agreement. The Contractor must E-verify the employment status of their employees and will maintain the documentation in their files. The County reserves the right to remove or reject any contracted staff person at any time. In addition, any subcontractor initiated under this contract must be reported to the County. It is important to guarantee the safety of the County's employees. In addition, costs can significantly exceed if the contractor hires a subcontractor, so it is important that the County is aware;
- p) Time sheets for each contracted employee, including subcontractor employees, must accompany the submitted invoices. All time sheets must identify the employee and the position as authorized by this agreement;
- q) The Contractor shall provide only Direct Administrative Costs (DAC) eligible activities unless otherwise requested by the County. If the County requests a non-DAC eligible item, the Contractor must inform the County that such activities are non-reimbursable by FEMA. If the Contractor is to perform any non-DAC eligible activities without a request, the Contractor must inform the County prior to claiming such costs. Project Worksheets (PWs) submitted by the Contractor and unapproved by FEMA will be deemed unallowable costs under this agreement and subject to refund for the costs allocated to such project worksheet. In addition, should direct administrative costs obligations approved by FEMA for individual project worksheets be less than the amount the County reimbursed the Contractor for the same project worksheet, the difference may be subject to refund back to the County. This provision shall survive the term of the contract and the County is entitled to seek all necessary relief in the enforcement of this provision.
- r) The Contractor shall have experience in transitioning cost recovery services from another entity with minimal disruption of services. During a potential transition period the contractor shall meet all Public Assistance deadlines as well as comply with any audit and closeout requirements. These requirements extend to current or potential incidents that may occur prior to the contract award.

2. Contractor shall not provide any Services until receiving a written notice to proceed from the County. Provision of Services will be based on task orders, signed by the Parties, which describe the Services to be provided and specify, with respect to the persons providing those Services, the number, position descriptions, hourly rates, and total hours to be expended. Each task order shall also specify the FEMA Reimbursement Activity, and the total task order cost.
3. The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with the Additional Federal Terms and Conditions (Attachment A), FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.317 through Part 200.326.
4. In addition, as needed, the contractor should be capable to meet all of the County's needs including, but not limited to, the following:
 - a) Provide disaster recovery, mitigation planning and program management services required/requested by the County
 - b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed
 - c) Make project eligibility determinations, research and maintain documentation to support eligibility
 - d) Coordinate with the State and Federal Agencies
 - e) Work with local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications
 - f) Conduct public meetings to assist homeowners with the program requirements
 - g) Prepare project Scope of Work and budget
 - h) Comply with all grant program mandates and documentation requirements
 - i) Conduct financial tracking of program funds and payments
 - j) Develop and submit quarterly progress reports to the County and State
 - k) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Community Development Block Grant (CDBG) and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG) processes
 - l) Provide in-progress reviews as required to keep the County informed on project progress
 - m) Prepare Project Worksheet closeout packages
 - n) Review all procurement to ensure FEMA eligibility
 - o) Track all disaster related expenses and maintain support documentation to justify each expenditure
 - p) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds.
 - q) Obtain data base access to all FEMA and State of Florida Disaster Recovery, specifically FEMA Grants Portal and Florida PA.
 - r) Provide grant management advice to the County related to FEMA, Federal, or State agency pass-through grants. The Contractor will review the County's and/or County's' current record-keeping strategy for documentation. The Contractor may be required to provide the County with pre-disaster assistance in an effort to assess what requirements are needed within the County to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs

and reimbursement from appropriate agencies.

5. Program Staff Augmentation List

The Contractor shall provide the following staff positions during the resultant contract:

- a) Contract Manager - Provide guidance and supervision of contracted staff. Ensure all rules, policies and guidelines are adhered to in accordance with State and Federal regulations. Oversee the project management of contracted purchase orders and act as liaison to the State's Program and Contract Managers. Responsible for quality control, performance reporting, providing the Division the status of projects, and coordinating with the State Public Assistance Officer, Deputy Public Assistance Officer, State Individual Assistance Officer, and Deputy Individual Assistance Officer when requested.

Although not an express requirement for the submission of a bid, the Division expects that, at the time of contract performance, the Vendor will fill this position with an individual who has a minimum of three years' experience working directly with the FEMA's Public Assistance Program, at least one of which is in a management role supervising field staff and working under the guidelines of the Federal Emergency Management Agency in a response capacity.

- b) Program Manager - Provide supervision of Project Specialists, provide information to the State's Program and Contract Manager, establish and maintain quality control, provide technical support, monitor and report status of projects. Knowledgeable and experienced with FEMA rules and regulations, able to work with State, Federal and local officials and be customer service oriented.

Although not an express requirement for the submission of a bid, the Division expects that, at the time of contract performance, the Vendor will fill this position with an individual who has a minimum of two years' experience working directly with FEMA's Public Assistance Program, at least one of which is in a management role supervising field staff and working under the guidelines of the Federal Emergency Management Agency in a response capacity.

- c) Project Specialist - Develop project worksheets, gather documentation from Subgrantees, determine eligibility of Sub grantee's work, assist in project applications, and provide programmatic assistance to Subgrantees. Knowledgeable of grants management, FEMA rules and regulations, able to work with State, Federal and local officials and be customer service oriented. Assists in the advancement and monitoring of Recovery projects, Stafford Act Appeals, financial monitoring and reporting, and recovery logistics. Prepare and upload project documentation and prepare status tracking reports of projects. Must have the ability to perform administrative assignments in an accurate and efficient manner

Although not an express requirement for the submission of a bid, the Division expects that, at the time of contract performance, the Vendor will fill this position with an individual who has a minimum of one year of experience working directly with FEMA's Public Assistance Program.

IV. **REQUIRED SUBMITTALS**

Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon

County is reducing the excess packaging, binders, and waste associated with submittals.

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below:

Tab A. Corporate Background/Executive Summary

Provide company background and any information that makes the agency qualified for this project, including, but not limited to:

1. Company name corporate headquarters address, phone, fax, and company website.
2. Branch office locations, if applicable.
3. Address of the office that is to perform the work.
4. Key contact information to include, name, address, phone, fax, and email.
5. List firm's ownership and date established.
6. Federal Identification Tax Number or Social Security Number.
7. Florida Corporate Charter Number, if applicable.
8. Present size of firm nature of services offered, and breakdown of staff by number of full-time and part-time positions.

Tab B. Business Experience

Include a reference list of clients to whom the Proposer has provided services like those being proposed by the County. Only include the specific experience of the Proposer, not individual employees' past experiences.

1. List the current Disaster Recovery Consultant clients and year service began.
2. List all other current clients.
3. List the clients/projects which best illustrate the experience of the firm and current staff which is being assigned to this project. List no more than 10 projects, which were completed within the last five (5) years. This list must include your five largest client references.
 - a) Name and location of the client/project
 - b) The nature of the firm's responsibility on this project
 - c) Client's representative name, address and phone number
 - d) Date project was completed or is anticipated to be completed
 - e) Fee for this project
 - f) Project manager and other key professionals involved and specify the role of each
4. List any contracts/projects that have been cancelled within the last 5 years and provide the reason for cancellation.

Tab C. Resources and Key Project Personnel

The Proposer shall describe the organizational structure proposed for this scope of work. The Proposer shall include the number of experienced staff that will be working on this project. Provide a brief resume of all staff included on the organizational chart. Experience and training relevant to this RFP must be specific in each resume. Make sure to include the staff member's experience with disaster recovery consultant services. The resume should include but, not be limited to the following:

1. Name & title

2. Job assignment for other projects
3. Percentage of time to be assigned full time
4. How many years with this firm?
5. How many years with other firms?
6. Experience
 - a) Types of projects
 - b) Size of projects (dollar value and scope of project)
 - c) What was the specific project involvement?
7. Education
8. Training
9. Active registration (s), if applicable
10. Other experience and qualifications that are relevant to this project

It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.

Tab D. Project Approach

Describe how you would approach this project and outline the specific services to be provided. At a minimum, include the following:

1. Describe your initial Public Assistance support work.
2. Describe how you recover money from FEMA.
3. Provide a copy of a current contract for the services described herein.
4. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the County in evaluating the proposed method of operation.

Proposer is to provide in sufficient detail to allow the County to evaluate how Proposer's management and operating plan will achieve the goal of providing disaster recovery financial services. This section should also include a narrative description of:

- a) Reports submitted to the County to support task orders and invoicing, including any daily/weekly/monthly work plans and log, timesheets for staff solely assigned or assigned to multiple projects, and/or cross-referenced time and task records for estimated and actual work.
- b) Methods to estimate and reconcile actuals to original, amended and actual plans for maintaining Direct Administrative Cost (DAC) requirements of FEMA.
- c) Reports to provide clarity on County records and duties, as compared to contractor work products and duties, with reference to timelines, deadlines and DAC planning over the term of the storm closeout, audit and acceptance.

Tab E. Fee Structure

1. Please complete the fee table below by inputting the anticipated amount of time to complete each deliverable and a cost for each deliverable. The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment, and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified

in table, inclusive of all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, overhead and fringe benefits, profit).

Deliverable #	Description	Anticipated Time to Complete Deliverable	Deliverable Cost
1	Preparation with County of a Preliminary Damage Assessment including site information, description of damage and related cost impacts		
2.	Preparation for and conducting with all PDA impacted County entities an Applicant Kickoff Meeting		
3.	Project Formulation and Site Sheet preparation in first 60 days		
4.	Category A-G Project Worksheets	By Task order	By Task order
5.	Category A-G Project Worksheet Documentation	By Task order	By Task order
6.	Hazard Mitigation Grant Program – project and application development	By Task order	By Task order
7.	Onsite (EOC, Warehouse, etc.) tracking and documentation of eligible costs and equipment usage during incident period	By Task order	By Task order
* GRAND TOTAL COST			

NOTE: Evaluation points for cost will be calculated on the Grand Total Cost of the example work tasks described above.

- Provide a fully loaded hourly rate for the key personnel to provide the provision of services outlined in this solicitation. All overtime and travel expenses are included in these rates. These costs are not additional to those Task Costs identified above and must be consistent with FEMA published allowable DAC titles and cost. Rates must be fully reimbursable by FEMA. Use additional pages as necessary.

Positions	Hourly Rate
Project Manager	
Project Specialist	
Other Positions (Please Specify)	

Tab F. Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Non-Collusion Affidavit; and Drug-Free Workplace Form.

V. SELECTION PROCESS

- The County Administrator shall appoint an Evaluation Committee composed of three to five members

who will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/> and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The evaluation process may be done in two phases: Phase I - Review and ranking of proposals; Phase II - Presentation and final rankings (optional). If Phase II is selected, a posting of the selected shortlist will be posted on Procurement Connect at: <http://www.leoncountyfl.gov/procurementconnect/> . If Phase II is not selected, the rankings in Phase I will be the final rankings.
- C. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- D. The County will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- E. Should the County be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The County shall then undertake negotiations with the third most qualified firm.
- F. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

VI. EVALUATION CRITERIA

All proposals will be reviewed for compliance with mandatory requirements stated within the RFP. Additional documentation may be requested by Evaluation Committee from Finalists to confirm meeting stated requirements. The documentation will serve only to clarify proposal data, but at no time should this information change the terms of the proposal submitted. The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP.

- A. Proposals will be evaluated and ranked on the basis of the following considerations:

Evaluation Criteria	Maximum Points*
1. Corporate Background/Executive Summary	15

2. Business Experience	20
3. Resources and Key Project Personnel	20
4. Project Approach	30
5. Cost/Fee	15
Maximum Points Allowed	100
*Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria	

VII. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VIII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

Since this project is funded with federal dollars, there is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Each Proposer must take the following affirmative steps to ensure these firms are used when possible:

1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such business are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permits, which encourage such business to respond; and
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce.

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. Alternate contacts are MWSBE Coordinators LaTanya Raffington, and Shanea Wilks by email at lraffington@oevforbusiness.org and swilks@oevforbusiness.org.

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.

IX. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured is required.**
- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (**County is to be named as Additional Insured**).

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements

effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

X. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

XI. 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.

XII. AGREEMENT

After the proposal award the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

XIII. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley, Purchasing Director

Jimbo Jackson, Chairman
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

COUNTY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Indicate Best Rating:
Liability: Indicate Best Financial Classification:

Business Auto: Indicate Best Rating:
 Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating:
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability,
Worker's Compensation & Employer's Liability.

Claims will be directed to _____(person/agency) at
_____ (address/fax/e-,mail) for investigation and appropriate handling.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

**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

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: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____
in response to the Request for Proposals for:

Research Services for the Division of Tourism for Leon County, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this ____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

Attachment A
ADDITIONAL FEDERAL TERMS AND CONDITIONS

1. DISPUTES/REMEDIES

Any dispute concerning performance of the Contract resulting from this solicitation shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County Purchasing Director. The Purchasing Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager. The Purchasing Director's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties.

2. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. Leon County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

5. NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS

- a. General. Leon County, Florida is using Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA-XXXX-XX, FEMA requires the State of Florida provide various financial and performance reporting.
- 1) It is important that the contractor is aware of these reporting requirements, as Leon County, Florida may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
 - 2) Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement and could result in loss of Federal financial assistance awarded to fund this contract.
- b. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
- 1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 - 2) 44 C.F.R. § 13.41 (Financial Reporting)
 - 3) 44 C.F.R. § 13.50(b) (Reports)
 - 4) 44 C.F.R. § 206.204(f) (Progress Reports)
 - 5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
 - 6) FEMA-State Agreement

6. ACCESS TO RECORDS

- a. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

7. RETENTION OF RECORDS

The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the State of Florida, Leon County Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.”

8. CLEAN AIR ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9. ENERGY EFFICIENCY/CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the "Energy Policy and Conservation Act."

10. FEDERAL WATER POLLUTION CONTROL ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

11. SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and title of Contractor's Authorized Official

Date

13. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired –
 - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

14. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The contractor will comply will all applicable local, state, and federal law, regulations, executive orders, policies, procedures, and directives, to include 2 CFR 200.326 and 2 CFR 200, Appendix II, as applicable.

16. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Disaster Recovery Consultant Services

Leon County, Florida

Request for Proposals #BC-12-05-19-16
Due December 2, 2019 at 2:00 PM EST
Response

ORIGINAL

Prepared By
Hagerty Consulting
1618 Orrington Ave, Suite 201
Evanston, IL 60201
847-492-8454

Contact
Katie Freeman
Director of Operations
katie.freeman@hagertyconsulting.com
847-492-8454 x119



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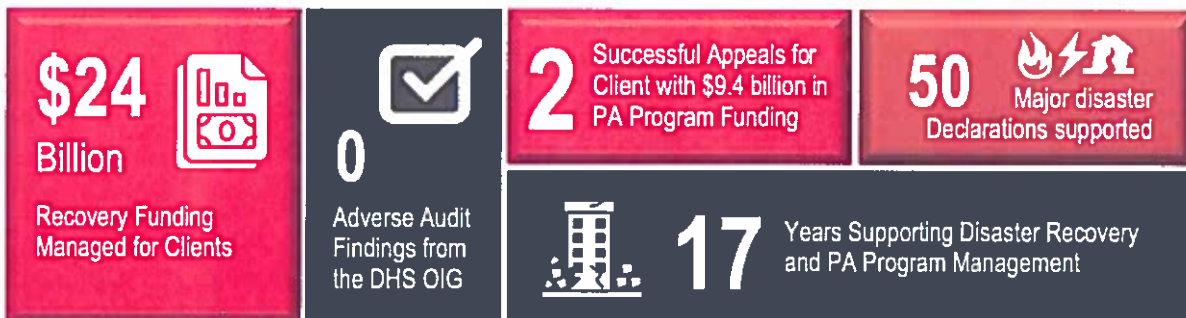
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Tab A: Corporate Background/Executive Summary

Hagerty Consulting, Inc. (Hagerty) is excited for the opportunity to support the Leon County Government (County) disaster recovery. Hagerty possesses proven experience in the disaster recovery field in Florida and nationwide, having played direct roles in many of the nation's top ten costliest disasters, including: supporting New York City (NYC) after Superstorm Sandy and the September 11 terrorist attacks; supporting the City of New Orleans following Hurricane Katrina; and supporting several Bay County jurisdictions after Hurricane Michael, to name a few¹. In executing our mission to help clients prepare for, respond to, and recover from disasters, Hagerty has helped clients across the nation obtain and retain more than \$24 billion of federal grant funding – without any negative audit findings. For Hurricane Michael alone, Hagerty has successfully secured over \$45 million of reimbursed costs for our clients, including obligation by Federal Emergency Management Agency (FEMA) and pay out by the Florida Division of Emergency Management (FDEM). Of which, \$38 million was reimbursed within four months of Hagerty starting work.

Since our inception in 2001, Hagerty has grown to a team of more than 125 full-time professionals and a cadre of more than 1,000 consultants who work to support emergency management and disaster recovery projects nationwide. In the past five years, Hagerty has supported more than 400 projects at the local, state, and federal levels, with scopes that include long-term community recovery and resiliency, evacuation planning, mitigation program implementation, and disaster cost recovery training.

Hagerty's Accomplishments in Disaster Recovery



Hagerty professionals have been at the forefront of developing and executing innovative recovery policies, methodologies, and tools in the aftermath of large-scale, complex disasters. Concepts we designed and executed for our clients have been recognized as best practices in managing recovery funding, have directly influenced new FEMA programs, and have become federal policy. These include, but are not limited to, the Section 428 Public Assistance Alternative Procedures (PAAP) Pilot Program for Permanent Work, the Sheltering and Temporary Essential Power (STEP) Pilot Program, and the Debris Removal Pilot Program. The key to implementation of these pilot programs and innovations is understanding the risk associated with each program and when to leverage them over the traditional FEMA Public Assistance (PA) Program.

¹ <https://moneywise.com/a/the-most-expensive-natural-disasters> and <https://krcrtv.com/news/camp-fire/report-camp-fire-worlds-costliest-natural-disaster-in-2018-damage-cost-of-165-billion>

Hagerty's Firm Information

Company Name, Corporate Headquarters Address, Phone, Fax, and Company Website	Hagerty Consulting, Inc. 1618 Orrington Avenue, Suite 201, Evanston, IL 60201 T: 847-492-8454 F: 847-859-1710 www.hagertyconsulting.com
Branch Office Locations	Austin, TX New York City, NY Washington, D.C. Sacramento, CA Hickory, NC Puerto Rico
Address of the Office That is to Perform the Work	The Hagerty professionals who will support this initiative come from our presence in the Florida Panhandle supporting Hurricane Michael recovery. Additional support will be derived from our Washington, DC office, located at: 740 6th Street NW, 3rd Floor, Washington DC, 20001
Key Contact Information	Name: Katie Freeman, Director of Operations Address: 1618 Orrington Ave., Ste. 201, Evanston, IL 60201 T: 847-492-8454. Ext. 119 F: 847-859-1710 Email: Katie.Freeman@hagertyconsulting.com
Firm's Ownership and Date Established	S-Corporation Founded: 2001 Incorporated: 2002
Hagerty Tax ID Number	37-1431085
Florida Corporate Charter Number	F10000003279
Size of Firm, Nature of Services Offered, Number of Full and Part-Time Staff	Full Time Staff: 111 Part Time Staff: 36 Independent Contractors: 738

Tab B: Business Experience

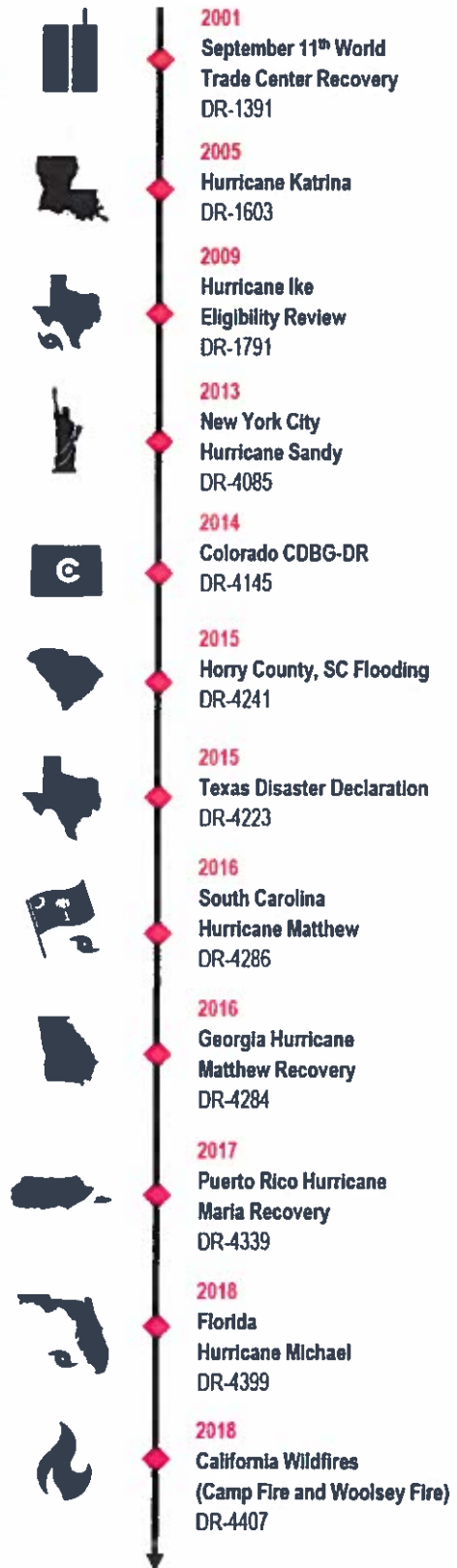
Disaster recovery is Hagerty's primary business line and the foundation of our history as a consulting firm. Our approach to recovery successfully enables grantees and sub-applicants to claim eligible costs, minimize appeals, reduce administrative burden, and prepare for closeout. Through our past performance, Hagerty offers the County:

- » **Proven ability to maximize recovery outcomes** which enables our team to focus on eligibility, project completeness, and advocacy;
- » **Customizable technology systems** that enhance our ability to manage the program and monitor funding across multiple federal grant programs;
- » **Technical expertise in recovery programs** which offers the County access to senior advisors for multiple federal recovery programs, including Individual Assistance (IA), PA, Community Development Block Grant – Disaster Recovery (CDBG-DR), Hazard Mitigation Grant Program (HMGP), Federal Highway Administration (FHWA); and
- » **Resilient and sustainable approach** that incorporates hazard mitigation and resiliency into eligible projects.

Since 2001, Hagerty has been instrumental in program management at all levels of government in the wake of major domestic disasters. This includes long-term deployments to support our clients in the field; not only did we deploy under the federal disaster recovery contract Public Assistance Technical Assistance Contract (PA-TAC) contract following Hurricane Katrina to support recovery across the Gulf Coast, we were directly embedded in recovery operations at the local level for four years.

Hagerty has a proven track record of submitting clear, concise, and highly organized documentation and substantiation packages to FEMA. We also understand the complexity and administrative burden, along with the possibility that providing what is being requested by FEMA to substantiate grants may be impossible for the County and your partners to produce.

Hagerty has successfully developed innovative methodologies that fulfill federal agency requirements, substantiate reimbursement claims, and protect our clients from adverse audits and Office of Inspector General (OIG) disallowance recommendations. The following highlights some of our innovative strategies to address these issues for our clients.



Experience with the Changing Recovery Landscape

Hagerty leads the recovery industry in innovation. Hagerty specializes in providing beneficial, innovative solutions for our clients to their most complex recovery problems and is skilled at providing these solutions in a manner that is compliant and allowable under the many and significant federal regulations, policies, and requirements. We have supported our clients in overcoming issues such as accurate local cost estimating, lack of documentation, 50 Percent Rule Replacement, Permanent Relocations, legal responsibility, and other critical issues which the County will face. Hagerty's experience allows us to understand the comprehensive recovery process, not just the FEMA PA Program portion. We have supported our clients through CDBG-DR match programs, thereby eliminating their local cost share, complex and innovative Direct Administrative Cost (DAC) solutions more than offsetting Hagerty's contract costs, and much more. Our clients credit over \$3 billion of additional FEMA PA funding as a direct result of hiring Hagerty.

Example Innovations and Accomplishments in Federal Recovery Programs

<p>Hagerty's client did not have sufficient documentation to support their claim. To address this, our team developed a sophisticated model using force account labor categories, emergency coded staff time, and geographic location systems to support a FEMA PA Category A and B grant claim.</p>	<p>\$20 million FEMA PA Program Funding for our Client</p>
<p>Hagerty developed an alternative validation methodology for a client's police equipment use, resulting in cost savings.</p>	<p>\$2 million Administrative Costs Saved</p>
<p>Hagerty developed a FEMA policy-supported reimbursement strategy for debris removal based on cost savings in "reuse and recycling" techniques which FEMA originally determined to be ineligible.</p>	<p>\$7 million FEMA PA Program Funding for our Client</p>

Our professionals have been at the forefront of developing and executing innovative recovery policies, methodologies, and tools in the aftermath of large-scale, complex disasters. Concepts we designed and executed for our clients have been recognized as best practices in managing recovery funding, have directly influenced new FEMA programs, and have become federal policy. These include, but are not limited to, the 428 Alternative Procedures Program for Permanent Work, the STEP Pilot Program, and the Debris Removal Pilot Program. The key to implementation of these pilot programs and innovations is understanding the risk associated with each program and when to leverage them over traditional FEMA PA.

The *Sandy Recovery Improvement Act (SRIA)* of 2013 established the FEMA PA Alternative Procedures Program, frequently referred to as the Section 428 Program. The goals of Section 428 include reducing costs for FEMA to provide PA assistance, increasing flexibility of that assistance, providing incentives for timely completion of projects, and expediting the provision of assistance to Recipients and Subrecipients. FEMA created three pilot programs focusing on debris removal, permanent work, and DAC. The Section 428 Program is now the primary method of permanent work grant funding nationwide.

Hagerty's Experience Spans Major Legislative Changes Focused on Disaster Recovery Programs



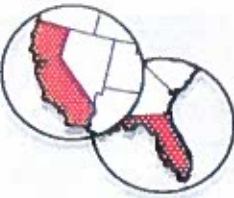
Post-Katrina Emergency Management Reform Act (2006)

Hurricanes Katrina and Rita were devastating to the Gulf Coast, resulting in **\$161 billion** in damages and requiring the nation to rethink emergency preparedness, evacuation, and disaster housing. Hagerty supported the City of New Orleans following Hurricane Katrina under a \$140 million capital recovery program.



Sandy Recovery Improvement Act (2013)

Hurricane Sandy's total damages totaled more than **\$71 billion**. Hagerty is currently supporting NYC in their recovery from Hurricane Sandy under a \$15 billion-dollar program. Our work includes implementation of recovery pilot programs authorized under the Act, resulting in the largest portfolio of PAAP Pilot Program grants in the nation.



Disaster Recovery Reform Act (2018)

The DRRRA captures methods to adjust disaster recovery funding to build resilience. This includes increased pre-disaster mitigation as well as opportunities for communities to rebuild to new codes and standards – even if those codes were enacted following the disaster event. Hagerty's professionals are supporting California and Florida communities in their recoveries from wildfires and Hurricane Michael respectively, with estimated damages topping **\$38 billion**.

Hagerty has developed and managed \$6 billion in Section 428 Alternative Procedure grants — more than any other firm in the country. In addition, our professionals worked with FEMA Region II, IV, and FEMA HQ to develop and refine the applicable standard operating procedures (SOPs), guides, and disaster-specific supplemental policies related to the Section 428 PA Alternative Procedures Program, such as the new Hurricane Florence and Michael specific Section 428 PA Alternative Procedures Policy. We are also working with FDEM in the implementation of this disaster-specific policy and establishing procedures to draw down advanced funds for Section 428 projects for Applicants, thereby establishing precedent for future disasters.

Hagerty is the Right Partner for Leon County

In summary, the following provides an overview of why Hagerty is the right solution for the County:

1. **We are a national leader in disaster recovery.** We have managed over \$24 billion in disaster recovery funds with zero adverse audit findings. Hagerty offers the County the architects of the strategy used to successfully execute a similar Statement of Work (SOW) for the NYC School Construction Authority (SCA) following Hurricane Sandy, which successfully increased federal funding by more than **\$3 billion** above initial FEMA estimates. We helped shape the 2018 national Section 428 PA Alternative Procedures DAC policy which allows for increased funding through a percentage-based DAC reimbursement that Hurricane Irma is under. Our NYC client has referred to Hagerty as an "outstanding return on investment."²
2. **The Hagerty Team offers the County the depth and breadth of policy and program management expertise required to address all of the County's recovery needs.** The Hagerty Team offers more than 1000 professionals who have best-in-class expertise in all components of disaster recovery. The County also

² <http://www.capitalnewyork.com/article/city-hall/2014/09/8552911/city-expand-sandy-consulting-contract>

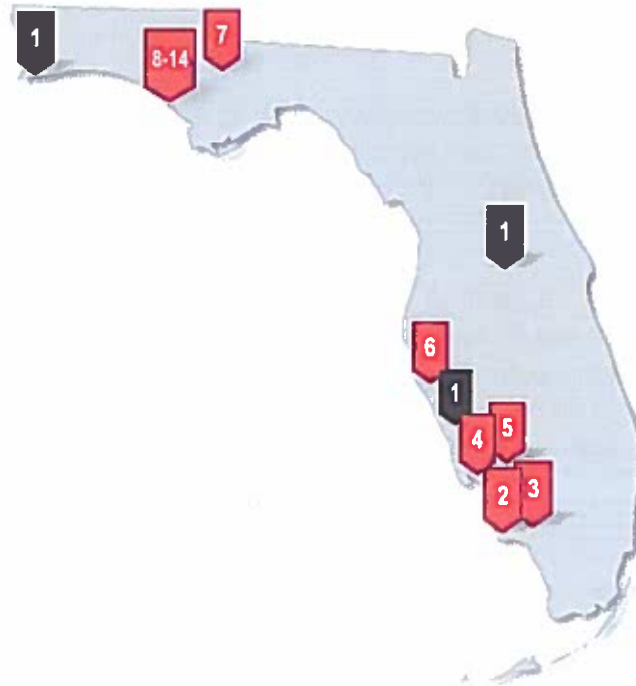
gains innovative solutions to support grant application and management, like our Disaster Financial Management System (DFMS) to support existing accounting systems, increase visibility in cost recovery, enhance financial and cash flow management, and supplement document management to support audit-ready closeouts.

3. **We know Florida.** Hagerty has extensive experience in recovery and in Florida, including recovery support following the historic 2004 hurricane season, support for Collier County following Hurricane Irma, and support for multiple applicants in the Panama County area following Hurricane Michael. Additionally, Hagerty has a strong relationship with FEMA HQ, FEMA Region IV, and FDEM, and will leverage that partnership to benefit the County's recovery.
4. **We will support the County to obtain all eligible federal recovery funding, not just FEMA Public Assistance, and to protect that funding from future de-obligations, or "claw back."** Hagerty has a proven history supporting the management of federal recovery funding from over a dozen agencies after a disaster. We have supported numerous appeals and audits related to federal recovery funding programs and have never had a single dollar de-obligated as a result of a federal OIG audit. This is extremely important given the \$2 billion of FEMA PA funding de-obligated from the State of Florida due, in part, to unsatisfactory recovery consultant support from one of Hagerty's competitors.

Hagerty has developed and managed over \$6 billion in FEMA Section 428 Alternative Procedures Program projects. Further, Hagerty professionals led the development and implementation of the original Section 428 SOPs, a claim no other firm in the country can accurately make. In addition, our professionals worked with FEMA Region II, IV, and FEMA Headquarters to develop and refine the applicable SOPs, guides, and disaster specific supplemental policies related to the Section 428 Alternative Procedures Program, such as the new Hurricane Michael Section 428 Alternative Procedures Policy. This includes working with FDEM to establish procedures to draw down advanced funds for Section 428 projects.

Hagerty is not only a national leader in recovery operations; our deep experience in Florida and FEMA Region IV exceeds the County's minimum requirements and will serve the County's interests well. We have worked with FDEM and FEMA Region IV to successfully resolve a variety of eligibility, timeline, and reimbursement issues for our clients. This allows our team to leverage existing networks and relationships on behalf of the County. For example, Hagerty recently worked with FEMA Region IV to increase a grant from approximately \$90,000 to almost \$10 million for a client after Hurricane Matthew. We did this through collaborative partnership with FEMA and the State of South Carolina. When that partnership required additional management oversight, Hagerty worked with FEMA Headquarters in Washington, DC to find a beneficial and compliant path to eligibility for our client. A snapshot of our Florida experience specific to recovery programs following major disasters and hurricanes is presented in the figure below.

Hagerty's Past and Ongoing Support to Florida Clients



- | | |
|---|---|
| <ul style="list-style-type: none"> 1. 2004 Florida Hurricane Season Joint Field Office Program Support 2. Collier County Hurricane Irma Recovery Support 3. Collier County Hurricane Irma After-Actions Report (AAR) and Improvement Plan 4. Lee County Regional Evacuation Plan 5. Lee County Hazard Mitigation Plan Update 6. Sarasota Memorial Hospital Recovery Support (Hurricane Irma) 7. Calhoun Liberty Hospital Association (Hurricane Michael) | <ul style="list-style-type: none"> 8. City of Panama City (Hurricane Michael) 9. City of Panama City Beach (Hurricane Michael) 10. Bay District Schools (Hurricane Michael) 11. Palm Bay Education Group (Hurricane Michael) 12. Panama City Housing Authority (Hurricane Michael) 13. Bay Haven Charter Academy (Hurricane Michael) 14. Girls, Inc. (Hurricane Michael) |
|---|---|

Additionally, Hagerty has strong relationships with FDEM which has been demonstrated through the strong partnership through the Hurricane Michael recovery. Currently Hagerty is working with FDEM to advocate for a local cost multiplier on the Part A Base Cost within FEMA's Cost Estimating Format to account for the dramatic increase of cost of construction in Bay County and the surrounding area. Hagerty developed the concept of a local cost multiplier for our clients impacted by Hurricane Sandy; FEMA then took the concept and applied it to Puerto Rico and Virgin Islands to ensure Applicants had sufficient funds to recover when utilizing the Alternative Procedures Program. When successful, Applicants throughout the region, including those not being served by Hagerty, will greatly benefit having cost estimates that more accurately reflect the cost of construction versus the cost estimates that would normally be developed.

References

Hagerty knows there is no better evidence of our capability to support the County than references for our previous clients. Our philosophy of collaboration allows us to share lessons learned from our work with these clients with the County, maximizing recovery outcomes and increasing efficiency as it applies to cooperation and collaboration with the State of Florida and FEMA. The following presents Hagerty's references for previous preparedness and recovery efforts. Should the County require any additional references, Hagerty will happily supply those upon request.

1) New York City, Hurricane Sandy Recovery Support

Agency Name	New York City Mayor's Office of Management and Budget
Agency Address	255 Greenwich Ave, 6th Floor New York City, NY
Point of Contact Name and Title	John Grathwol, Deputy Director (retired)
Client Contact Information	917-754-6719
Years Services Were Provided	January 2013-Present
Type of Services Provided	Disaster Recovery Support
Project Fee:	\$70,000,000
Project Manager and Other Key Personnel Assigned:	Mark O'Mara – Project Executive Chris Thomas – Project Manager Kevin Fuller – Management Consultant

Following Hurricane Sandy, NYC engaged Hagerty to help manage its \$15 billion recovery effort. Hagerty consultants are currently working across the city directly with agencies on grant application and administration for a variety of federal disaster relief programs, including FEMA, FHWA, and Housing and Urban Development (HUD) grants. To date, Hagerty has helped the city obtain more than \$4.2 billion in CDBG-DR federal aid, including approximately \$510 million to offset NYC's local share of other federal recovery grants. In alignment with NYC's overall PA Program, our professionals supported NYC to:

- » Craft an insurance strategy to minimize the City's "obtain and maintain" and flood insurance requirements;
- » Develop cost estimates for improved or alternate permanent work projects supported by historic NYC prices and approved by FEMA;
- » Develop letters of interest (LOIs) for FEMA 404 HMGP; and
- » Establish a centralized quality control process where all projects are reviewed to determine if the City is being appropriately reimbursed under the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act).

Our work in NYC is exemplary of our approach to make mitigation and resilience central to every recovery grant. For example, the Steeplechase Pier was a 1,110-foot-long cross-shaped fishing pier and tourist attraction that was heavily damaged by Hurricane Sandy. Prior to Hagerty's engagement in the development of the Steeplechase Pier project, FEMA determined total eligible costs for repair were \$647,000. Working with our client, Hagerty reviewed the project and identified errors, omissions, and deficiencies in the Damage Description and Dimensions (DDD), SOW, and Cost Estimating Format (CEF) sections of the grant proposal. One example of such an error was that FEMA's estimate relied on construction practices and methods that replaced the original tropical hardwood with standard treated southern yellow pine, resulting in significant loss of eligible funding. Additionally, FEMA did not include any of the required means

and methods of construction components in their estimate, which omitted barges, cranes, dock workers, underwater inspections, and turbidity curtains. As a result of our involvement and justification, our client's project was obligated at \$10.1 million. This represents a 1,500 percent increase in reimbursement to our client.

In order to support the CDBG-DR Program, Hagerty mobilized a team of experts to embed with NYC's newly hired disaster recovery staff. Our seasoned staff began providing assistance to NYC, facilitating hiring new staff, providing ongoing training and technical assistance, and writing, editing, and publishing the CDBG-DR Action Plan and subsequent amendments. Key accomplishments of the team include identifying a path to make \$510 million in expenses eligible for reimbursement as the FEMA local match; developing a successful strategy for New York State concurrence for NYC to use a "coordinated match" accounting methodology when using CDBG-DR matching funds as the local match; and providing daily client consultation on problem solving, innovative solutions, compliance review, fiscal management, and strategic planning for oversight of \$4.2 billion in CDBG-DR funding.

2) Bay District Schools, Hurricane Michael Recovery

Agency Name	Bay District Schools
Agency Address	1311 Balboa Ave, Panama City, FL
Point of Contact Name and Title	Lee Walters, Director of Facilities
Client Contact Information	850-814-9786
Years Services Were Provided	January 2019 – Present
Type of Services Provided	FEMA Grants Management; Disaster Recovery Program Management; HMGP; Florida Hurricane Loss Mitigation Program
Project Fee:	\$4,375,000
Project Manager and Other Key Personnel Assigned:	Chris Thomas – Project Executive Mark O'Mara – Senior Project Manager Kristin Samulkewitsch – Senior Financial Management Specialist

Hagerty is assisting Bay District Schools (BDS) in their recovery from the catastrophic damages caused by Hurricane Michael. BDS consists of 36 schools, two of which are under consideration for fifty percent determinations; in total BDS is responsible for 432 buildings, all of which received some level of damage. Due to the lack of staff available by FEMA to conduct site inspections, and the significant structural damages throughout the school district, Hagerty negotiated with FEMA to allow BDS to hire certified Architects to conduct their FEMA site inspections and complete the DDD, SOW, and Cost Estimate with the assistance of Hagerty's engineer and experienced staff to do reviews and the development of the CEF. This is enabling a more expeditious recovery as well as ensure that all damages are being fully documented to maximize FEMA reimbursement.

BDS was one of the first FEMA applicants to receive an obligated project within four months of Hagerty serving BDS. Additionally, Hagerty is supporting BDS in seeking funding from non-FEMA sources and was successful in securing a FEMA mission assignment for behavioral and mental health first aid training and a grant under Project School Emergency Response to Violence (SERV), which provides funding for mental health services for the children of Bay County.

3) Horry County, South Carolina (SC) Disaster Recovery Operations

Agency Name	Horry County Government
Agency Address	1301 Second Avenue, Conway, SC 29526
Point of Contact Name and Title	Courtney Kain, Community Development Director
Client Contact Information	847-915-7031
Years Services Were Provided	November 2015 – Present
Type of Services Provided	FEMA PA Grant Management; Project Worksheet (PW) Advice; Capturing, Tracking and Reporting Financial Cycle
Project Fee:	\$500,000
Project Manager and Other Key Personnel Assigned:	Kevin Fuller – Project Executive

Hagerty has assisted Horry County, SC for three separate disaster declarations, dating back to 2015. This has included Hurricane Joaquin (DR-4241), Hurricane Matthew (DR-4286), and Hurricane Florence (DR-4394). Including project still in development for Florence, Hagerty has assisted in the development of over 70 project worksheets for Horry County, worth an estimated \$30 million overall. Particular highlights include:

- » Identifying Category C (Roads and Bridges) PW estimates were low based on FEMA's assessments. By sampling actual costs for roads, Hagerty supported the County to realize a 291 percent increase from the original FEMA estimate, leading to an estimated \$285,462 increase in total for road PWs from DR-4241.
- » Reversed FEMA's initial ineligibility determination on County-owned beaches for \$1 million without the need for an appeal, which was later used for an alternate project to purchase public works equipment instead.
- » Supported the County in completing \$200 thousand in emergency beach dune construction to align with FEMA eligibility rules, and secured eligibility in \$230 thousand in equipment purchases needed to perform emergency work after FEMA initially denied eligibility of all costs.
- » Supporting Horry County to claim \$225 thousand in vector control costs initially denied by the SCEMD for DR-4241, and increased vector control cost eligibility by \$50 thousand after Matthew by convincing FEMA to exclude DR-4241 vector control costs from Horry's "historical cost" when calculating cost eligibility.
- » Secured approval of \$250 thousand in sinkhole repairs costs after initial FEMA only proposed \$10 thousand for the work.

Our engagement to support the County has been consistently tailored to the evolving needs of County stakeholders. Initially, Hagerty's professionals crafted a plan for project management, aligned with estimated damages, and supported key phases of the grant development process. Our team offered advisory services, attended meetings with federal congressional delegations, and engaged subject matter experts to support eligibility determinations and advocate for the County. Starting with the Hurricane Matthew recovery, Hagerty has also emphasized training to County personnel to better empower them to manage the recovery internally, while still having Hagerty provide advisory and subject matter expertise when needed.

4) Town of Surfside Beach, South Carolina Pier Replacement

Agency Name	Surfside Beach Public Works Department
Agency Address	115 U.S. Highway 17 North, Surfside Beach, SC 29575
Point of Contact Name and Title	John Adair, Director of Public Works
Client Contact Information	843-913-6111
Years Services Were Provided	January 2017 – Current
Type of Services Provided	FEMA Grant Management, Damage Assessment, Recovery Program Management
Project Fee:	\$125,000
Project Manager and Other Key Personnel Assigned:	Kevin Fuller – Project Manager Mark O'Mara – Project Executive

The Town of Surfside Beach (the Town) contracted Hagerty to perform a suite of program, project, and grant management services specific to a single major project damaged by Hurricane Matthew. The Town Fishing Pier was destroyed by Hurricane Matthew. Despite this, FEMA originally only offered the Town a grant of \$92,000 to repair the pier. The Town hired Hagerty to help support the development of a comprehensive and accurate grant application, and strategically manage PA program funding options and their procurement, design, construction, and closeout processes.

Hagerty has successfully increased the total eligible grant amount from \$92,000 to \$9.975 million. We were able to accomplish this significant increase through the following practices, all supported by FEMA PA policy:

- » Identify complete and accurate damages as a direct result of the incident;
- » Identify comprehensive and complete scope of work to repair these damages;
- » Develop an accurate and justifiable cost estimate to complete the eligible scope of work;
- » Prove that the Pier is eligible for full replacement under FEMA's 50 percent Rule; and
- » Identify eligible Hazard Mitigation measures through FEMA's 428 PA Alternative PAAP

This last accomplishment is the most important. As far as we are aware, this is the first time FEMA has approved hazard mitigation funding for a replacement project. We supported the Town through FEMA's eligibility determination process on this issue including top level meetings with FEMA Region IV management as well as FEMA headquarters (HQ) management. This was justified through a Benefit Cost Analysis (BCA) which yielded a Benefit Cost Ratio (BCR) of 2.01 (1.0 is acceptable by FEMA standards), a FEMA 428 PAAP policy citation, related precedent references, as well as Sea Level Rise (SLR) storm recurrence evidence.

The return on investment for the Town of Surfside is clear: The increased FEMA PA funding totals about \$9.88 million, and Hagerty's projected fee is estimated to not exceed \$200,000, which is roughly a 4900 percent return on investment. Additionally, the entirety of Hagerty's fee will be funded by DAC reimbursements provided to FEMA as a part of the final PW.

5) City of Panama City, Florida. Disaster Recovery and City of Panama City Long-Term Recovery Plan

Agency Name	City of Panama City, FL
Agency Address	501 Harrison Ave Panama City, FL 32401
Point of Contact Name and Title	Jennifer Aldridge, Disaster Recovery Project Manager
Client Contact Information	850-872-3004
Years Services Were Provided	December 2018 – Present
Type of Services Provided	Disaster Recovery Support
Project Fee:	\$8,400,000
Project Manager and Other Key Personnel Assigned:	Mark O'Mara – Senior Project Manager Chris Thomas – Subject Matter Expert (SME)

The City of Panama City was catastrophically impacted by Hurricane Michael. Within the city limits alone, the City picked up more debris than the entire state of Florida did after Hurricane Irma. The City faced a \$160 million debris operation alone, not accounting for emergency protective measures or permanent work. Despite this herculean effort, the City's leadership has made every effort to use funding made available from Hurricane Michael to re-envision what the City could be after Michael. In addition to Hagerty's contract to submit projects to FEMA and other federal agencies to recoup and rebuild, the City expanded Hagerty's responsibilities to work with the City leadership and engage the citizenry to develop the City's Long-Term Recovery Plan to make the City the premier location in the Florida Panhandle.

Hagerty and our partners developed engagement events with the public through the early summer of 2019 to identify how people want to build back their city, taking advantage of the FEMA 428 alternative procedures to remove severely damaged buildings that were not being fully utilized to create more green spaces and community areas. The Long-Term Recovery Plan will be published in October 2019 and will inform the project submission to FEMA and other federal agencies. While going through this long-term recovery planning process, Hagerty continues to submit completed work projects to FEMA and Panama City was one of the first applicants to receive funding from FEMA and FDEM, which totaled \$14 million within the first three months of Hagerty starting work.

Hagerty's Current Contracts for Disaster Recovery

Project	Project Dates	Brief Description	Key Tasks
New York City Hurricane Sandy Recovery	Jan. 2013 to Current	Manages NYC's \$15 billion recovery effort by working with city agencies on grant application and administration for a variety of federal disaster relief programs, including FEMA, FHWA, and CDBG-DR grants.	FEMA PA Grant Management, FHWA Grants, CDBG-DR, Public Utilities
City of Longmont, CO	June 2014 to Current	Support Boulder County Collaborative (BCC) CDBG-DR Action Plan through development of UNAs.	CDBG-DR Program Management, Unmet Needs Assessments (UNAs), Flood Recovery Program Management
State University System of Florida	June 2014 to Current	Disaster Management Consulting	Disaster Recovery Services
Metropolitan Transit Authority (METRO) of Harris County, TX	June 2015 to Current	Support final project closeouts for both Tropical Storm Allison (2001) and Hurricane Ike (2008) and in response to the May 2015 flash flooding events under DR-4223.	PA project closeout, financial disaster management training, and HMGP 404 application development
City of Austin, TX	July 2015 to Current	Supported the city in recovery from two Texas Severe Storms, Tomadoes, Straight-line Winds, and Flooding in 2015.	FEMA PA Grant Management, project Advice, Tracking Finances
City of Grand Prairie	Oct. 2015 to Current	Hagerty supported the City's FEMA PA recovery and HMGP support specific to the Memorial Day 2015 flooding.	FEMA PA Grant Management, HMGP Support
Horry County, SC	Nov. 2015 to Current	Managed recovery from Hurricanes Joaquin (2015) and Matthew (2016), working primarily on FEMA PA but also assisting with re-nourishment of United States Army Corps of Engineers (USACE) Beaches. Total FEMA PA amount is expected to be \$25 million.	FEMA PA Grant Management, project Advice, Capturing, Tracking and Reporting Financial Cycle
Chatham County, GA	Oct. 2016 to Current	Creating a Disaster Cost Recovery Plan. Assisting with recovery from Hurricane Matthew and the development of a long-term recovery plan.	FEMA Grants Management, Disaster Recovery Program Management, Recovery Planning

Project	Project Dates	Brief Description	Key Tasks
Howard County, MD	Nov. 2016 to Current	FEMA PA recovery support services for two separate flash flooding events in 2016 for two separate flash flooding events in 2016 and 2018	FEMA PA Grant Management, Project Advice, Capturing, Tracking and Reporting Financial Cycle
Town of Surfside Beach, SC	Jan. 2017 to Current	Managed FEMA grants related to a project for damages at town-owned Pier.	FEMA Grant Management, Damage Assessment, Recovery Program Management
State of North Carolina	Jan. 23, 2017 to Current	Provided recovery support to the State of North Carolina as a result of Hurricane Matthew. Primary work streams include CDBG-DR and recovery and resilience planning.	CDBG-DR Program Management, Recovery Program Management, Resilience Planning, Stafford Act
Colorado Department of Local Affairs	Feb. 2017 to Current	Provide technical assistance and monitoring of CDBG-DR Program.	CDBG-DR Program Management, Compliance Monitoring
San Benito County, CA	Apr. 24, 2017 to Current	Provide disaster recovery, pre-disaster planning, and cost recovery planning services	Disaster Recovery, Pre-Disaster Planning, Cost Recovery Services
County of Santa Cruz, CA	June 2017 to Current	Recovery program management for severe storms and flooding.	FEMA PA Program Management, Disaster Recovery Program/Grant Management, Technical Assistance
Montgomery County, TX	July 2018 to Current	Pre-and post-disaster recovery and support	Hazard Preparedness, Planning and Consulting, Disaster Recovery
California Governor's Office of Emergency Services	Nov. 23, 2018 to Current	Staff augmentation and recovery support for 2018 fires (Woolsey Fire and Camp Fire)	FEMA PA Program Management, Disaster Recovery Program/Grant Management
Bay County, Florida	Dec. 4, 2018 to Current	Disaster Recovery Support Services	FEMA PA Program Management, Disaster Recovery Program/Grant Management
City of Panama City, FL	Dec. 11, 2018 to Current	Comprehensive Recovery Services Following Hurricane Michael and Strengthening of Recovery Capabilities	FEMA Grants Management, Benefit Cost Analysis, Project Monitoring, Reimbursement Services, Financial Management, Recovery Planning
Bay District School Board	Dec. 11, 2018 to Current	Post-Disaster Financial Recovery Following Hurricane Michael	FEMA Grants Management, Benefit Cost Analysis, Project Monitoring, Reimbursement Services, Financial Management

Project	Project Dates	Brief Description	Key Tasks
City of Panama City Beach, FL	Jan. 7, 2019 to Current	Comprehensive Recovery Services Following Hurricane Michael and Strengthening of Recovery Capabilities	FEMA Grants Management, Benefit Cost Analysis, Project Monitoring, Reimbursement Services, Financial Management, Recovery Planning
Panama City Housing Authority	Feb. 11, 2019 to Current	Comprehensive Recovery Services Following Hurricane Michael and Future Disaster Preparation	FEMA Grants Management, Benefit Cost Analysis, Project Monitoring, Reimbursement Services, Financial Management, Recovery Planning
Calhoun Liberty Hospital Association	Feb. 5, 2019 to Current	Emergency Recovery Consulting Services Following Hurricane Michael	FEMA Grants Management, Disaster Recovery Program Management
Palm Bay Education Group	Feb. 13, 2019 to Current	Post-Disaster Financial Recovery Following Hurricane Michael	FEMA Grants Management, Benefit Cost Analysis, Project Monitoring, Reimbursement Services, Financial Management
Bay Charter Academy	Mar. 28, 2019 to Current	Financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding	FEMA Grants Management, Financial Management and Tracking, Project Development, Technical Assistance
Diocese of Fajardo-Humacao, PR	May 3, 2019 to Current	Financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding	Grants Management, PA Advisory Services, Project Development, Federal and State Program Administration
Diocese of Caguas, PR	May 3, 2019 to Current	Financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding	Financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding
Diocese of Arecibo, PR	May 3, 2019 to Current	Financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding	Financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding
Horry County, SC	Sep. 12, 2019 to Current	Public Assistance and services in support of the response and recovery to Hurricane Dorian	FEMA PA Grants Management, Project Monitoring, Reimbursement Services, Financial Management, Grant Close-Out Services
Girls, Inc. of Bay County, FL	Oct. 1, 2019 to Current	Post-Disaster Recovery services following Hurricane Michael	FEMA Grants Management, Financial Management and Tracking, Project Development, Technical Assistance

Hagerty's Completed Contracts for Disaster Recovery

Project	Project Dates	Brief Description	Key Tasks
New Orleans Recovery Operations	Mar. 2008 to Mar. 2013	Supported the City of New Orleans' Finance Department in tracking all financial transactions related to the City's Infrastructure Recovery Program following Hurricane Katrina.	Project Development, Project versioning, Quality Assurance/Quality Control (QA/QC), Financial Program Management
Massachusetts Emergency Management Agency	Sept. 26, 2008 to Dec. 31, 2018	Implementation of a modified version of MEMA's shelter plan in the aftermath of the Columbia Gas Pipeline explosion that displaced 7,500 households for over five months.	Staff Provision to Provide Temporary Mobile Housing Strategy Management, Mobile Housing Site Management, and Mobile Housing Site Access Control and Surveillance
Brantley County, GA	Oct. 2016 to Oct. 2017	Recovery support for severe storms and Hurricane Matthew	Preliminary Damage Assessments, Financial Recovery, Grant Management

List of Contracts/Projects Cancelled Within the Past Five Years

Hagerty has not had any contracts or projects cancelled in the past five years.

Tab C: Resources and Key Project Personnel

The success of any project is directly related to the people assigned to it. At Hagerty, the leadership of the firm is directly involved in key staffing decisions to ensure that the project executive and project manager have the requisite experience as well as the intangible ingredients necessary to create a Team with synergy. We also ensure that all key Team members are committed to working on the project and seeing it through to completion.

Hagerty will utilize the structure presented below to manage task orders as they are received from the County. As task orders are received, we will review the requirements against the capabilities in our cadre to identify the most skilled consultants to successfully deliver in the identified engagement. Hagerty understands that any substitution of staff members assigned to the engagement will be discussed with the County, and no action will be taken without the County's permission.

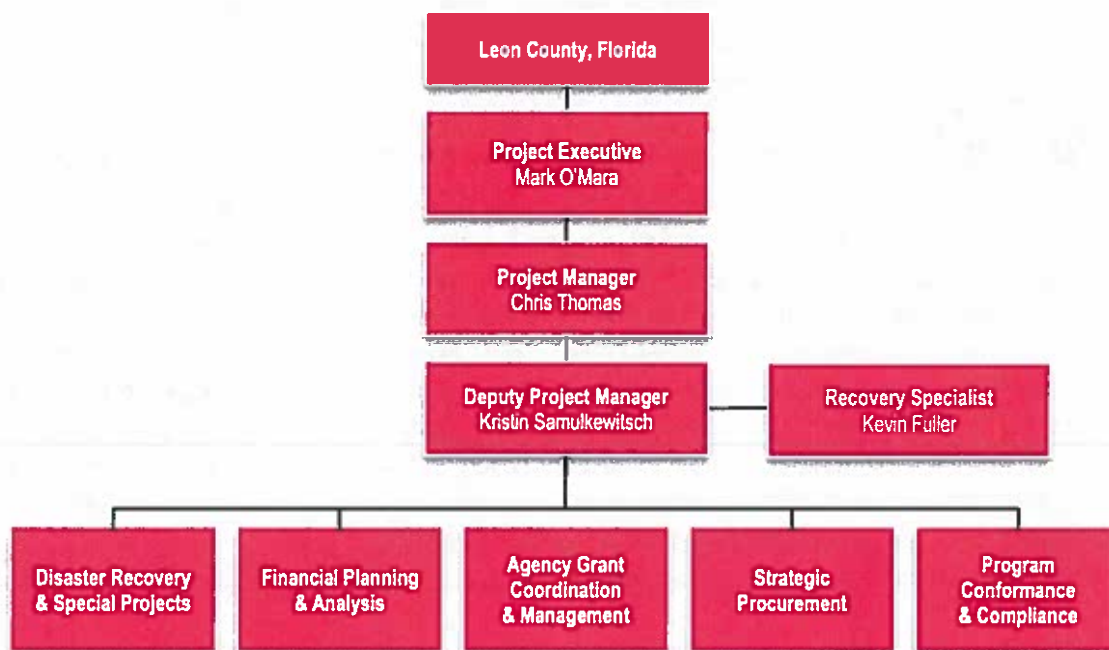
Task Order Management Process



Hagerty offers the County more than 30 full-time employees and independent consultants based out of the State of Florida, with more than 65 total consultants based out of FEMA Region IV. Hagerty leverages our nationwide cadre to surge based on the needs of the County for both response and recovery; we will work with the County and any participating members of the consortium to address these needs. All members of our cadre are trained to meet qualifications and positions identified by FEMA and our clients, with both formal Emergency Management Institute (EMI) training and field-based training.

The following page provides an overview of the organization of the Hagerty Team based on functions and the potential roles which may be required during recovery operations.

Hagerty's Proposed Organization



The following table summarizes three model team structures which may be used by Hagerty to support the County based on resource needs.

Potential Team Structures Deployed by Hagerty to Support the County

Team Type and Size	Service Level
<p>Small Project Team Up to three specialists and subject matter experts</p>	<ul style="list-style-type: none"> » Small specialized team focused on providing strategic guidance and knowledge transfer training to internal staff. » Small preparedness projects. » Provides review, advisory services, and policy guidance throughout grant development. » May include a tactical team to support damage assessment in the emergency operations center (EOC), and/or subject matter expertise in long-term disaster cost recovery.
<p>Standard Project Team Four to six specialists and subject matter experts</p>	<ul style="list-style-type: none"> » Serves in a training/advisory role, but also includes direct support on more complex projects. » For FEMA PA, this includes site visits, project development, cost estimating, grants systems, and policy advice. » May include experts in FEMA HMGP and HUD CDBG-DR.
<p>Expanded Project Team Seven to fifty consultants depending on the County's larger response and recovery needs</p>	<ul style="list-style-type: none"> » Expanded direct support of recovery tasks based on hub and spoke model, at the County's direction. » The project management team and other core staff will serve as a project management office, with separate smaller teams deployed to various affected departments.



Access to recent, top-tier expertise

Brock Long, Hagerty's Executive Chairman, is the former Administrator of FEMA, where he coordinated the federal government's response to over 144 Presidentially declared disasters and 112 wildfires, including three of the Nation's most devastating hurricanes and five of the worst wildfires ever experienced. During this time, nearly \$44 billion of disaster activity occurred under the various federal recovery programs.

As the FEMA Administrator, Brock led two major initiatives which will have long-lasting impacts on the emergency management community. He rapidly transformed the agency's business enterprise by implementing innovative Community Lifeline and FEMA Integration Team concepts to strengthen public-private partnerships and permanently embed full-time staff within the offices of state and tribal governments to better meet constituent needs. Further, as the result of effective advocacy on Brock's part, Congress passed the Disaster Recovery Reform Act of 2018, which made pre-disaster mitigation a national priority, provided meaningful changes to the FEMA workforce, and bolstered state and local emergency management capability. As Hagerty's Executive Chairman, Brock works with the Senior Leadership team to advance Hagerty's thought leadership and advocacy, using lessons gained from his time as FEMA Administrator and in his previous work as both a consultant and public servant leading local, state, and federal emergency management programs.

The following provides an overview of the qualifications and credentials of select members of the proposed Hagerty team, operating under the assumption of an initial need for a **standard project team**. In addition to the brief biographies provided in the following paragraphs, full resumes for each key project team member have been provided as Attachment D-1, immediately following this section.

Personnel Bios

Mark O'Mara, Project Executive, is a highly skilled project manager and construction administration specialist, having worked on six presidentially declared disasters following hurricanes, tornadoes, severe winter storms, and flooding. His design and construction experience encompass technical architectural consultancy, financial documentation reconciliation, and policy advising. Mr. O'Mara's experience includes the design and construction of multi-million-dollar buildings in the private sector, utilizing his expertise in helping communities rebuild after disasters. Mr. O'Mara has been instrumental in the FEMA PA Program in examining projects, developing damage descriptions, cost estimates, advice on future actions, and appropriate funding documentation. He serves as the project manager to NYC (DR-4085 and DR-4086), managing and overseeing a team of engineers, architects, analysts, and cost estimators in the data collection, development, and formulation of FEMA PA grants, capturing approximately \$1.1 billion of costs incurred by the NYC Department of Parks and Recreation as a direct result of Hurricane Sandy. His work and coordination among federal recovery programs resulted in \$450 million in additional funding to NYC under the PA Program.

Chris Thomas, Project Manager, has over 10 years of experience as a leader of large, complex projects. His emphasis is on implementing disaster and emergency plans and providing analyses of PA policy and supporting grants management. Mr. Thomas has connectivity to seven presidentially-declared disasters (hurricane, catastrophic flooding, tornado, and earthquake) and two National Special Security Events (NSSE). He has performed coordination of FEMA PA, IA, Environmental and Historic Preservation, hazard mitigation response, and recovery strategies as well as consolidation of infrastructure grants. As a FEMA PA Instructor, Mr. Thomas has educated local, state, and federal emergency managers in PA and Hazard Mitigation programs, including Stafford Act Sections 404, 406, and 428, as

well as project formulation, insurance requirements, and Environmental Planning and Historic Preservation (EHP) restrictions.

Kristin Samulkewitsch, Deputy Project Manager has more than eight years of experience in emergency management and disaster recovery programs within the State of Florida. Dating back to her time supporting the American Red Cross as a disaster action team member, her work has included supporting volunteer coordination, planning, and recovery associated with incidents ranging from local house fires to multi-jurisdictional tropical storms and hurricanes. Specific to recovery operations, Ms. Samulkewitsch has worked closely with jurisdictions to identify disaster-related damage, perform site assessments, and develop projects. She has also worked closely with debris monitoring partners to ensure data is collected and adequately reconciled for federal reimbursement. She excels in data management, reconciliation, and record keeping supporting grant management.

Kevin Fuller, Recovery Specialist, is a financial management and project management professional with over eleven years of public sector experience. He serves as Deputy Director of Recovery for Hagerty and has extensive experience managing teams and FEMA disaster recovery operations for state and local clients—including PA, 404 and 406 Hazard Mitigation programs, and data capturing. He has also provided support to various jurisdictions with technical assistance, including financial analysis, training, and appeal support. At Hagerty, Mr. Fuller serves as a project manager, supporting clients in Maryland (Howard County) and South Carolina (Horry County, Town of Surfside Beach) to recover from disasters. Mr. Fuller is knowledgeable in the FEMA PA Program and HMGP. He has supported clients in Texas both after the 2015 flooding (City of Austin, City of Grand Prairie, Williamson County) and Hurricane Harvey (Baptist Hospitals of Southeast Texas and St. Mark's Medical Center). Before focusing on the southern US, Mr. Fuller provided project management support to New York City during its \$14 billion recovery from Hurricane Sandy.

Tab D – Project Approach

For more than 17 years, Hagerty has been supporting recovery operations for federal, state, municipal, and tribal government clients, with specific subject matter expertise in helping our clients obtain, manage, close out, and retain PA Program funding. We have supported clients across every FEMA Region – including clients in FEMA Region IV – through the grant management and recovery processes from all types of federal disaster declarations, including recovery from floods, hurricanes, and acts of terrorism. Our processes are best practices, and the value we add to our clients is best demonstrated by our successful management of more than \$24 billion in PA and CDBG-DR funding obligated since Hurricane Katrina. As requested by the County Hagerty experts will be available to support all PA Program offerings.

Hagerty has helped clients across the nation obtain and retain more than \$24 billion of federal grant funding—without any negative audit findings. For Hurricane Michael alone, Hagerty has successfully secured over \$45 million of reimbursed costs for our clients, including obligation by FEMA and pay out by FDEM. Of which, \$38 million was reimbursed within four months of Hagerty starting work.

Initial Public Assistance Support Work

Hagerty will bring our extensive experience to bear to support recovery for the County. Our approach begins with a kickoff meeting, where our team and County officials and other stakeholders can meet face-to-face and discuss expectations, needs, and timelines. Following these meetings, Hagerty will assemble a qualified, action-ready team to support the County. Hagerty will then implement quality control processes in collaboration with the County and develop a Project Management Plan (PMP). The PMP will guide Hagerty's support efforts.

Upon activation, Hagerty staff will work with the County to understand the status of all PA projects currently in process, including any associated with hurricanes Michael, Irma, and Hermine. After gaining a full understanding of the scope of outstanding recovery efforts and County priorities, Hagerty will collaborate with the County's Program Delivery Manager (PDMG) and/or FDEM's auditing firm assigned to the County to assess any hurdles to attain project obligation and reimbursement for completed work. Hagerty will work with the County, FEMA, FDEM, and FDEM's contractors to ensure timely processing of projects to obligation and requests for reimbursements. Hagerty will rely on our existing strong relationships with FEMA leadership for DR4337-Irma and DR4399-Michael, FDEM, and FDEM's contractors to expedite the County's recovery.

Hagerty will provide comprehensive services that address all aspects of disaster recovery. Hagerty will support the entire grant life cycle, from scope of work development, including quality assurance/quality control, to grant closeout. Hagerty will consider the full range of programs to find the best fit, including Alternate Projects, Improved Projects, Section 428 Alternative Procedures, and special concerns like EHP. Hagerty is adept at combining Section 404 HMGP grants and Section 406 Hazard Mitigation grants to maximize eligibility and promote resilient reconstruction. Hagerty will support the County in submitting projects to the Local Mitigation Strategy Committee and ensure the County has access to the available funds. Hagerty excels at proactively resolving eligibility and program expense issues, and we have an excellent record of successfully closing out projects.

Copy of Current Contract for Similar Services

A copy of our current contract with Bay District Schools can be found as Attachment D-2, immediately following this section.

Project Organization and Methodology

At Hagerty, we execute recovery programs to work for our clients by matching expertise, proven processes, and tailored systems to prepare our clients for potential disasters and support the recovery operation. To support the needs of the County, Hagerty will:

- » Assign personnel who have successfully managed similar projects in the past;
- » Initiate our support using processes that have worked for similar clients and similar disasters; and
- » Train County personnel and, when applicable, hire and subcontract locally to execute with local expertise.

Hagerty's professionals are currently applying our expertise in California, New York, North Carolina, Florida, and Puerto Rico. Our teams are right-sized to the needs of our clients, and our nationwide footprint allows Hagerty to offer the County innovative practices from nationwide operations. This includes navigating new FEMA policy to include the DRRR.

Our goal is to build capacity in partnership with the County personnel and systems through training and exercises, increase the resilience of the County's infrastructure through pre-disaster mitigation grants and other pre-disaster funding opportunities, and recover all costs the County is eligible for under the federal recovery programs. The following pages present our approach to disaster preparedness and recovery.

Hagerty believes in properly starting up a project with our clients, establishing expectations early, and implementing regular communication so that the client has a clear understanding of project status and issues can be identified and addressed quickly. To ensure each activity needed by the County is managed with the highest degree of professionalism and quality, we will implement a project management approach that is dynamic, scalable, and executable—promoting efficiency and effectiveness to meet any pre-or post-disaster needs of the County. To succeed under this approach, Hagerty will make sure all stakeholders have a clear understanding of the following: our PMP, conditions of satisfaction, time completion schedule, quality control measures, and final product deliverables.

Our Dynamic Approach to Project Management



A key component of our approach is risk management. Hagerty has demonstrated excellence mitigating client risks associated with federal grant programs. This hinges on our expertise in program compliance. In support of the County, our professionals will develop and review grants under both the FEMA PA Program and other federal grant programs to identify key issues, including incorporation of code upgrades, hazard mitigation, and overall scope eligibility

identification. Our experience has proven that pre-audit assessments limit adverse findings through examination of compliance with procurement, environmental, and insurance requirements.

Recognizing that the County is in various stages of its recovery from three disasters, Hagerty's approach for each disaster will be catered to the stage it is in. Below outlines Hagerty's wholistic approach to recovery services. Hagerty first will conduct an assessment to identify where each project is in its individual processing, conduct a full analysis of the project for any additional work that needs to be addressed in previous steps, and move forward with an individualized plan for that project. Each project most likely will be at varying levels of completion and will be in one of the steps outlined below.

Additionally, we will address actions that would be taken if tasked to support a new declaration going forward.

Post-Disaster Project Initiation and Administration

Upon activation of Hagerty by the County, Hagerty's Response, if a new disaster, and Recovery Team will begin support for the County. A fundamental component to a successful recovery is to first understand how the disaster has impacted the area, status of all project development, and, based on those impacts, determine the right skill sets and associated level of support to address the recovery. In initiating a recovery program with our clients, our Project Management Team (PMT) will establish expectations early on about how to estimate outcomes of the recovery process, implement regular communication and reporting requirements so that the County has a clear understanding of project status, and regularly track issues so they can be identified and addressed quickly. To ensure each task order issued by the County is managed with the highest degree of professionalism and quality, we will implement a project management approach that is dynamic, scalable, and executable—promoting efficiency and effectiveness to meet any and all pre-or post-disaster needs of the County. To succeed under this approach, Hagerty will make sure all stakeholders have a clear understanding of the following: our PMP, conditions of satisfaction, time completion schedule, quality control measures, and final product deliverables.

Hagerty will communicate Hagerty's standardized administration practices of timesheets, monthly invoicing, and daily log tracking. The County will have full visibility if individuals on the Hagerty team are working on multiple project through Hagerty's Multi-Client Allocation Spreadsheet which shows how individuals' hours are spent across clients, if serving on multiple projects.

Develop and submit quarterly progress reports to the County and the State; Provide Progress Reviews as required to keep the County informed on project progress.

The key to any project's success is clear and frequent communication with the client, the State, and the implementation of proven quality control measures. At Hagerty, it is our consistent desire to provide clients with work products and solutions that meet or exceed their expectations. Hagerty understands that a project is a collaborative effort, and to provide the County and its stakeholders with as much visibility as possible, we will regularly distribute status reports, preferably presented verbally, but always in writing. Hagerty will work with the County to identify technical reporting requirements, desired formats, and data points to be tracked. After outlining the reporting requirements, Hagerty will work to integrate that report into Hagerty's DFMS to enable the County to pull the report at any desired interval of time. Information will be live to that moment the report is generated by DFMS.

These reports cover all activities planned or completed for the reporting period, a dashboard indicating our assessment of the project's health, a risk and issues section, a decision and considerations section, a deliverables page describing the deliverable, date, action required, owner and status, and a budget analysis showing actual expenditures to date

versus budget. The elements of the status reports are discussed at the kickoff meeting with the client. Hagerty also employs an in-house graphics and editorial staff who will be engaged for key deliverable reviews, ensuring templates and design standards are aligned with the County's requirements and that all documents are grammatically accurate.

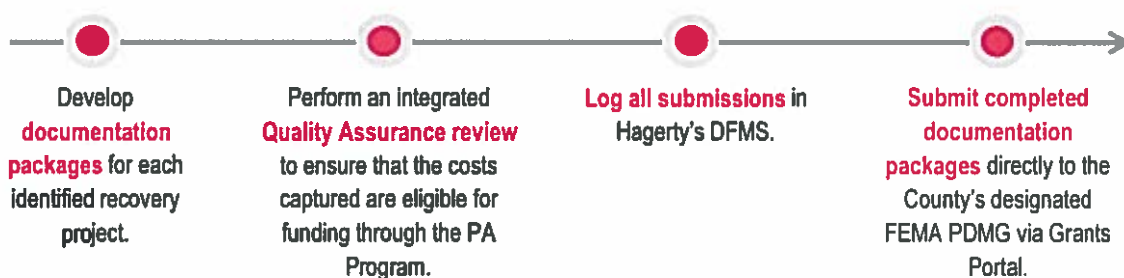
Federal Grant Assistance

If a new disaster were to occur, Hagerty will provide immediate support to the County with the FEMA Preliminary Damage Assessment (PDA) process for both IA and PA. Our professionals will assist the County in developing a comprehensive understanding of and the required documentation of the magnitude, severity, impact, and extent of the disaster, and can utilize the FEMA Damage Inventory Spreadsheet (from Grants Portal) to minimize duplicative efforts later in the recovery. In alignment with the County's needs, Hagerty's Team may:

- » Develop and establish operational timelines, strategies, and priorities in collaboration with FEMA;
- » Participate in joint FEMA/County meetings, briefings, and field surveys;
- » Prepare and obtain incident related geographical, demographic, insurance, and historical documentation;
- » Participate in formulating repair/replacement cost estimates and identifying special considerations;
- » Support the development, reconciliation, maintenance, and update of the PDA Report; and
- » Obtain, analyze, and gather field documentation, including gathering relevant records (including timekeeping and assignment records) to extract pertinent information.

Upon a Federal Declaration, Hagerty will support the County to file an initial Request for Public Assistance (RPA) via FloridaPA. Hagerty will work directly with the County to develop an approach to efficiently manage the flow of information. We will group recovery projects into the seven categories of work eligible for funding under the FEMA PA Program, and break each category down to individual projects that will be captured in the grant application of the PA Program. Hagerty will then compile the information necessary to complete projects, including documentation of damage, repair scope, cost estimates/summaries, and potential alternate scopes of work under Section 428. Hagerty's consultants will:

Process Summary for Efficiently Developing and Closing Federal Grant Applications



Hagerty's goal is to work with the County to develop projects that are "closeout ready" from the beginning, meaning that all projects are fully reconciled as invoices are paid and the County is prepared for the processes and requirements of closeout. This will result in administrative efficiencies for the County, FDEM, and FEMA.

Damage Description and Dimensions (DDD)

The DDD is key to an effective and comprehensive project and results in successful project funding with FEMA. The purpose of the DDD is to identify and quantify damage, confirming it is a result of the disaster. The DDD is the basis of the PA grant and is used to develop the SOW and Cost Estimate. FEMA is responsible for the development of the DDD under the New Model; however, Hagerty has negotiated with FEMA that certified Architects or Engineers hired by the County can be used to develop the DDD, after being trained by Hagerty, for more complicated damages or to expedite the site inspection process if FEMA doesn't have a sufficient number of Site Inspectors, which is Hagerty's experience in five states at this time. This negotiated process, specifically for Hagerty clients, has resulted in a more expedited and thorough site inspection process. Site inspections completed by FEMA Site Inspectors will be thoroughly reviewed by Hagerty professionals to ensure there are no omissions or miscalculations of damages.

We will support the County to capture information on damaged facilities as soon as possible and maintain this information throughout the life of the recovery effort. Tasks may include developing a **damage assessment plan**, including coordination with FEMA, focused on high priority infrastructure. This will ensure the County, FDEM, and FEMA jointly agree to recovery priorities and outline a master schedule to guide the pace, timeline, and priority order of assessments. An important consideration during this phase will be **condemnation and replacement authority**, and we will work with the County to rapidly establish this authority and the process for making repair and replacement determinations, including identification of personnel to develop engineering studies.

Make project eligibility determinations.

Hagerty excels at the identification and resolution of eligibility, policy, reimbursement, and overall grant management issues related to the FEMA PA Program, and our strategic process to do so differentiates Hagerty from our competition. We are proactive and innovative, tailoring our solutions to the client's specific priorities, organizational structure, and risks. Upon award of this contract, Hagerty will:

- » Complete a risk assessment of projects, damages, and claims to identify and prioritize high risk, high dollar, and soon-to-be-started projects;
- » Develop resolution strategies that eliminate or reduce the risk of federal non-compliance, adverse audit findings, ineligibility determinations, and disallowance of funding; and
- » Develop a multi-tiered QA/QC review process of all projects which also accounts for issues that impact other funding sources.

Hagerty believes the County will be best served and benefit most from federal grant programs when all stakeholders are working toward common goals and desired outcomes. We have an unparalleled record supporting our clients in their FEMA claims and aim to do so in the most efficient way possible. As one component of this, Hagerty will work to proactively demonstrate eligibility utilizing strong policy and innovative substantiation techniques as opposed to reactive and inherently deficient appeal responses.

Evaluate Alternate and Improved Projects

In most cases, the PA Program reimburses applicants for the completion of eligible permanent repair work on an actual cost basis. However, there are instances where applicants are reimbursed based on capped estimates under either Alternate or Improved Projects. In both cases, PA recipients require cost estimating expertise to ensure the capped grant amounts are sufficient for eligible restoration work, as follows:

- » Alternate Projects allow the applicant to use disaster recovery funds to complete projects that serve public interest better than restoring a damaged facility. A grant is made based on a capped estimate, but a 10 percent reduction penalty was recently removed with the passage of the DRRRA.
- » Improved Projects give the applicant the opportunity to make improvements beyond pre-disaster design and capacity while restoring a damaged facility. These projects are also based on capped cost estimates and require extensive cost estimating expertise.

Hagerty will advise on which capped funding approach may work best. Our assessment tools will show the County the pros and cons of pursuing capped funding, including when the Section 428 PAAP Pilot Program should be used. To date, our Teams have developed more than **\$5.8 billion** in fixed capped grants for one client alone. To support development of these grants, we developed a procedure to validate cost estimates, processes for drawdown, and procedures to leverage the full flexibility of this program. These procedures include a process for streamlining the approval of changes to the SOW for a recovery project from the original scope used to capture costs for the grant, allowing the applicant to determine the most effective use of recovery funds. Hagerty is currently working with FDEM in identifying how they are going to implement their new Section 428 Alternative Procedures advanced payment procedures for Hurricane Michael, establishing the precedent for future disasters throughout the state.

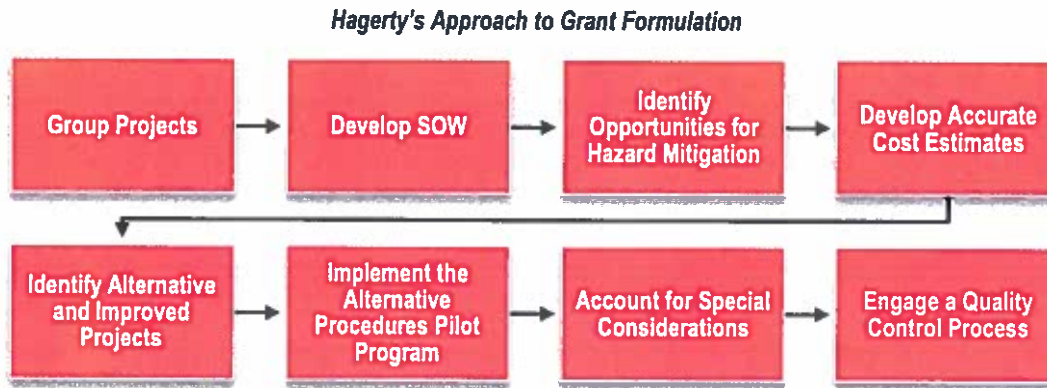
No one has more experience in current FEMA PA Pilot Programs than Hagerty.

Grant Formulation

As part of the pre-disaster activities, Hagerty and the County will identify documentation collection flow for the various departments within the County to identify disaster expenses and ensure all the information is aggregated to a single location to ensure not a penny is missed in recouping disaster funds.

Once a presidential disaster declaration has been made, it takes expertise, knowledge, tactical decision-making, and programmatic acumen to obtain all the funding that an applicant is entitled to receive. This includes coordination across multiple disaster programs, almost all of which require an application to the responsible federal agency.³ Hagerty understands these programs and the policies and regulatory requirements that govern cost estimating, engineering design review, project cost accounting, insurance, hazard mitigation, floodplain management, and EHP requirements. We will achieve success for the County by developing robust applications, which will minimize ineligibility determinations and limit common issues that arise in the administration of the PA Program. Additionally, Hagerty will work with the various federal and state agencies to layer funding streams to ensure the smallest Local Cost Share of the various funding programs.

³ There are more than sixty federal programs that provide funding to recover from disasters. Each program brings with it its own administrative requirements, and often the policies and regulations between programs do not align.



Our approach to grant formulation begins with development of SOWs and extends through QA/QC reviews to ensure grants are as comprehensive as possible. As a reimbursement program, it is critically important that the SOW developed for projects are accurate, clearly written, and complete. Our multi-disciplinary Team knows federal disaster recovery programs, design standards, Florida Codes and Standards, and appropriate construction methods to support the County to develop accurate SOWs. Further, our subject matter expertise will formulate projects by "logically grouping" work, aligning projects with business processes implemented by the County to facilitate enhanced recovery outcomes. During this process, Hagerty will review and identify opportunities for hazard mitigation (under both 406 and 404 authorities), and our professionals will make maximizing the amount of hazard mitigation funding the County receives a top priority. In practice, our professionals have developed 406 Hazard Mitigation Proposals which, in some cases, exceeded 100 percent of the repair cost eligible through the PA Program.

Hagerty's professionals will support the County to account for important considerations, including:

- » **Cost estimation accuracy**, which are critically important when designing projects, implementing the Section 428 PAAP Pilot Program, and executing alternate or improved projects under the PA Program. We have an in-depth understanding of FEMA's CEF and will work with the County to ensure all assumptions and considerations are consistent and applicable to the actual conditions of the County including identifying local costs which most likely exceed RSMeans unit costs, the standard reference for FEMA PA Costing Specialists, in a post-disaster environment.
- » **Alternate Projects and Improved Projects**, which may allow the County to utilize federal funding in a way that provides greater flexibility and benefit than standard in-kind repairs. Proactive management will allow the County to make alterations and/or improvements while restoring the damaged facility or even constructing an entirely different facility.
- » **The Section 428 Program**, authorized under SRIA, which allows FEMA to make recovery grants for permanent work (Categories C-G) projects based on fixed cost estimates. Hagerty will support the County to engage the Program, including how to minimize the risk of accepting a capped grant rather than receiving reimbursement on an actual cost basis.
- » **Special considerations**, such as EHP reviews, which must be kept in mind immediately after a disaster to that the County does not engage in work that is later deemed ineligible.

Quality control reviews will follow a strict process that has resulted in identification of multi-million-dollar errors in favor of our clients. We will use our QA/QC process to ensure the County is compliant with FEMA requirements and identify additional funding that might be available for the County.

Assist in the Development of Hazard Mitigation Proposals under Sections 404 and 406 of the Stafford Act

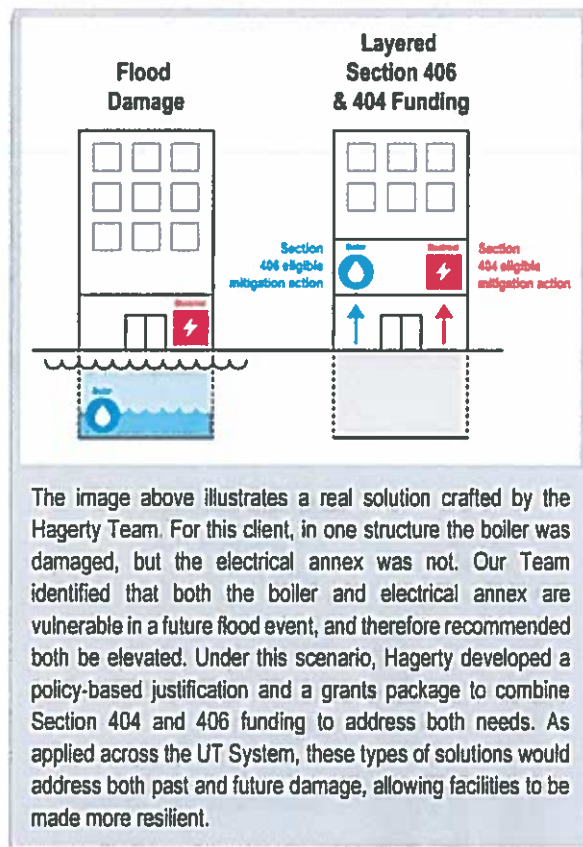
Our professionals understand hazard mitigation as outlined in both Sections 404 and 406 of the Stafford Act, and know when these programs can be incorporated into a PA Program grant and when they require additional competition based on program regulations. Hagerty is extensively experienced in managing and implementing hazard mitigation grants for both programs, including crafting strategies to leverage funding through both funding streams.

Every PA permanent work project will be assessed for potential 406 mitigation opportunities on top of the Code and Standards requirements within the State of Florida. Our professionals understand how to maximize the available mitigation dollars under 406 for both permanent work under the standard PA program and under the 428 program for alternate projects utilizing the PA Program and Policy Guide Appendix J to seek up to 100% on top of the project costs in pre-approved mitigation measures and developing the Benefit Cost Analyses for mitigation measures not on the approved list.

Hagerty also has extensive experience in navigating FDEM's 3-Tiered approach for the Section 404 HGMP. Hagerty can support the County in their application to maximize the number of projects under Tier 1 and Tier 2 to ensure the maximum amount of funds requested are designated for the County. In Bay County, 86% of the proposals on the Local Mitigation Strategy were written by Hagerty Mitigation Subject Matter Experts. Hagerty supported our client's during Local Mitigation Strategy Committee Meetings for Bay County providing subject matter expertise for not only our clients, but for the county as a whole. As a result, Bay County is well prepared in its development of projects and finalizing the prioritization list to respond to the recent Notice of Funding release for Hurricane Michael. For a recent client, Hagerty executed a mitigation review, which resulted in 50 Section 406 hazard mitigation proposals valued at over \$250 million and expedited development of an expanded SOW for 70 additional Section 404 HMGP applications. To date, nine 404 HMGP applications have been approved, resulting in \$270 million in increased disaster resiliency measures.

Hagerty's professionals have experience in formulating and implementing more than \$2 billion of successful FEMA-funded mitigation projects. Hagerty professionals have a long record of success supporting HMGP under **Section 404 of the Stafford Act** for clients at all levels of government. To provide this support to the County, Hagerty will assign personnel to execute a variety of tasks in alignment with the County's objectives, including supporting the County to evaluate HMGP applications from local governments and working with the County to develop successful HMGP applications for funding to protect County assets.

**Layered Mitigation Funding
Maximizes Resilience**



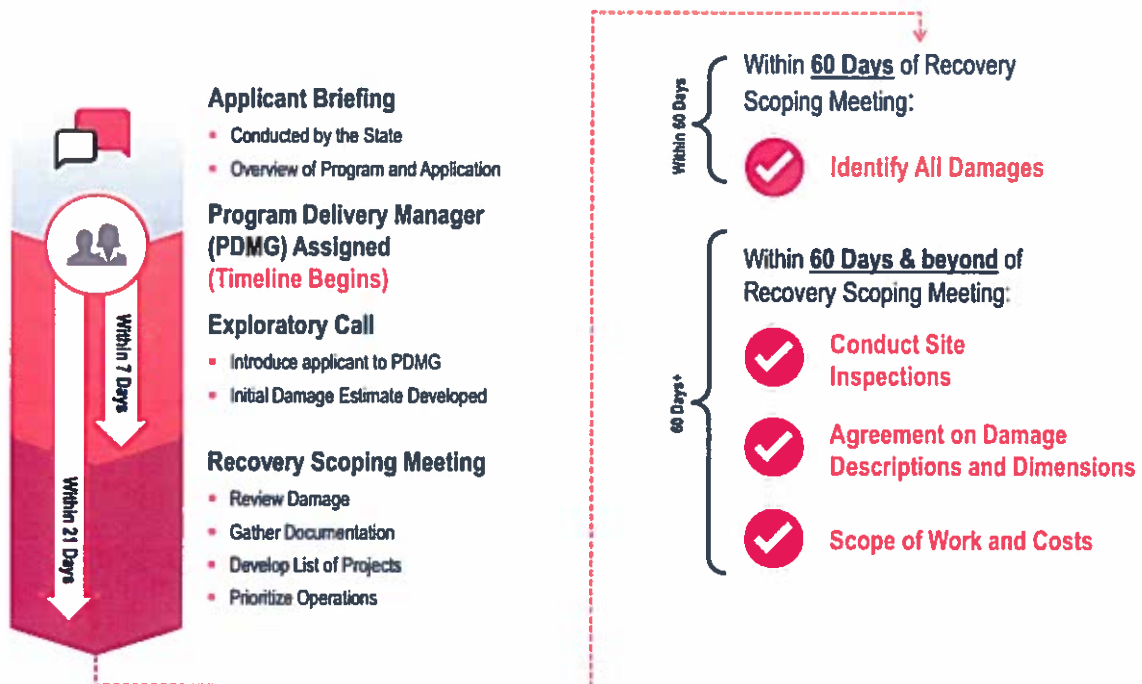
- » Hagerty has extensive experience in FEMA hazard mitigation assistance awarded under the PA Program through **Section 406 of the Stafford Act**. Our teams have crafted hundreds of successful HMPs. We leverage FEMA BCA experts to craft arguments for our clients which result in successful project funding and reduce future damages.

The FEMA PA New Delivery Model

Hagerty believes in a proactive and collaborative approach to project execution. Our Project Manager will facilitate a transparent link between our professionals and the County by conducting regular meetings and providing written reports. As directed, Hagerty professionals can represent the County at key meetings with local, regional, state, and federal stakeholders. Meeting with these stakeholders early on will allow us to develop a common understanding of key issues, avoid conflict, and work collaboratively.

The most important new development in FEMA PA is the PA New Delivery Model. The new model includes the use of the PDMG role for the primary interface between the County and FEMA. The Recovery Scoping Meeting triggers the 60-day regulatory timeline to identify damages. Hagerty has experience in writing the Damage Inventory in such a way to give wiggle room if additional damages are identified after the 60-day deadline. The new Model also features new timelines for identification of eligible damages within 60 days of the Recovery Scoping Meeting. Hagerty's professionals will provide support to the County at every step, as outlined below.

New Addition to PA - The New PA Delivery Timeline



In addition to offering significant expertise in the Stafford Act, the Post Katrina Emergency Reform Act (PKEMRA), SRIA, and the new DRRRA legislation; Hagerty understands the new PA Delivery Model and will work with the County on this and future legislative changes to address challenges. Hagerty is poised to guide the County through these uncharted phases. For recent clients in the Florida Panhandle, we attended the Exploratory Calls, Recovery Scoping

Meetings, site visits, and weekly meetings under the new PA Delivery Model. Hagerty offered training, which allowed our clients to better understand the program prior to engagement with FEMA.

Direct Administrative Costs (DAC) and Management Costs

In addition to the changes made by FEMA to how they deliver the PA program, there have also been multiple revisions to how FEMA reimburses applicants for staff (and contractor) hours related to developing and managing PA grants. Using the City of Tallahassee as an example, given the timing of your particular disasters, the County could be working under traditional DAC policy (Hermine), DAC pilot program (Irma), and the Management Costs Interim policy (Michael). Each of these have their own rules and procedures for claiming, which need to be met in order to ensure eligibility of hours worked.

Luckily, Hagerty has experience managing multiple administrative cost tracking programs for a single applicant. Horry County, South Carolina has been impacted by a declared disaster every year since 2015, with Hagerty providing assistance for the PA recovery for each event. Hagerty has put into place tracking mechanism so that each consultant tracks time and tasks to the respective disaster event, but also to the necessary level of detail required to meet eligibility for the applicable cost policy. In addition, Hagerty provided both training and tracking tools staff on the County side to emphasize the need to internal staff to track their time as well. Internal DAC/Management costs are typically the most undertracked costs for every applicant, so Hagerty works to quantify and claim as much as possible under policy.

Coordinate with the State and Federal Agencies.

The FEMA PA Program, and especially the New Delivery Model, is fraught with technical deadlines, essential elements of information (EEl), mandatory documentation submissions, and more that could jeopardize recovery and funding. Our professionals know these timelines, and our DFMS automatically notifies staff of upcoming deadlines. We are experienced at working with FEMA and the State to coordinate operations and request extensions if required.

We work to minimize appeals between FEMA and the County by proactively resolving as many issues as possible. However, when this process does not yield the desired outcome, we will support the County in developing appeals that in a timely manner to substantiate the claim and any further appeals that may be necessary.

Conduct financial tracking of Program funds

By working closely with staff at various departments, Hagerty will ensure that all eligible PA costs are captured in a project. At the same time, Hagerty will make sure all funding streams are explored and maximized to ensure the best funding mix for all local projects. This will have the added benefit of reducing duplication of benefits (DOB) risk down the line, as all costs will be captured and associated with a funding source.

In cases where policy interpretations or insurance reductions affect the project, Hagerty will prepare the County to defend itself with comprehensive project packages. Even after obligation of an initial version of a project, if costs are still being incurred or new costs are identified, Hagerty will work to amend the previously obligated project.

In our experience, financial management systems to support recovery should be straightforward, effective, and integrated into current client processes and systems. To support this, Hagerty created our Disaster Financial Management System using the QuickBase® platform, which we customize to better support the County in order to track grant funds. The success of the DFMS is exemplified, in one instance, by the City of New Orleans' use of the DFMS following the conclusion of Hagerty's work. Our team has deployed DFMS on every large recovery operation since it was developed, including current use by NYC to manage federal grant dollars following Hurricane Sandy.

By using DFMS, we offer the County a tool that drives workload, monitors performance, manages queues, generates reports, and supports audit functions. DFMS is customized to existing accounting systems used by the County, which will minimize the impact on the County and municipal-level staff and use existing structures to create operational efficiency. By providing a high-level of visibility into recovery funding, DFMS enhances program and financial compliance, and promotes an expedient and efficient project delivery. DFMS is an inexpensive system, and its basic package can be online within weeks and tailored to the County's needs over time. By providing better support, transparency, and accountability to the County, we can achieve faster obligations, and fewer appeals during recovery. Further, much of the work Hagerty will be asked to do for the County is reimbursable by FEMA as Section 324 Management Costs, including the fees associated with the DFMS. We require all staff to track these costs and tie them directly to the work performed on PA Recovery as specified by current policy using DFMS. This tool is critical to enhancing our capability to capture and appropriately account for all costs and ensure the cost of our services to the County are reimbursable by FEMA.

Hagerty's DFMS Supports Cash Flow Management



It is important to note that costs associated with development and use of DFMS are not included in this proposal. Should this option be desirable to the County, Hagerty can provide additional information regarding system and labor costs to deploy DFMS.

Reconcile Grants and Maintain Documentation for Tracking and Reporting including FEMA's Grants Portal and FloridaPA

Establishing processes to ensure productivity, quality, and performance are essential to effective emergency management and grant administration. For over a decade, Hagerty professionals have been focused on helping our clients implement recovery programs in compliance with all federal regulations. For the County, we will review controls to ensure adherence to all federal requirements, including the "Super Circular" titled 2 CFR Part 200: Government-wide Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable to all disasters declared on or after December 26, 2014. Leveraging checklists and compliance tools, we will work with the County to implement balanced compliance by focusing our review systems that do not track finances in accordance with federal programmatic standards.

By working closely with staff at various departments, Hagerty will ensure that all eligible PA costs are captured in a project. At the same time, Hagerty will make sure all funding streams are explored and maximized to ensure the best funding mix for all local projects. This will have the added benefit of reducing DOB risk down the line, as all costs will be captured and associated with a funding source.

In cases where policy interpretations or insurance reductions affect the projects, Hagerty will prepare the County to defend itself with comprehensive project packages. Hagerty will track all FEMA processing of the grants via Grants Portal including SOW and cost estimate validation, insurance reductions, hazard mitigation plan review, and all other process steps enabling intervention at the point any decision is made not in the best interest of the County as well as advocate if any project is stalled at any process step. Even after obligation of an initial version of a project, if costs are still being incurred or new costs are identified, Hagerty will work to amend the previously obligated project to ensure the County is being reimbursed for all eligible costs.

In addition to compliance reviews, Hagerty's professionals will leverage our tracking system to monitor projects, allowing our Team to examine versions, categories, obligations, and expenditures while offering the County an overall snapshot of the PA Program. Monitoring versions, obligations, and expenditures is critical to ensuring compliance with overall PA Program regulations and advancing recovery activities based on available funding. We will also work with the County staff to establish a streamlined payment process by developing mutually agreeable documentation requirements, aligned with FEMA and existing the County practices. This will ensure the payment process is efficient while limiting the burden on current municipal staff.

Hagerty, additionally, has extensive experience in submitting requests for reimbursement (RFRs) from FDEM via FloridaPA. Hagerty's clients from Hurricane Michael were some of the first to submit Expedited Projects under FDEM's new policies and procedures. In Hagerty's experience, this requires continued tracking and advocacy with each project to ensure that dollars are released to the Applicant incrementally rather than waiting for 100% validation which may take months on large projects.

Requests for Reimbursements (RFR) from FDEM

Prior to project obligation by FEMA, Hagerty will coordinate with FDEM's designated contractor for Tallahassee to identify a single point of contact for all the County's projects. For Hurricane Michael, Hagerty initially experienced that a different individual was assigned to each project which led to inconsistency between contacts and prevented a full understanding of an individual applicant's recovery. Identifying a single Point of Contract (POC) has streamlined the communication between FDEM's contractor and the other applicants Hagerty is serving. Hagerty will inform FDEM's contractor when projects will be soon obligated and provide any necessary context for the project to enable a more efficient validation process.

After obligation, Hagerty will submit an RFR for 50 percent of the funds immediately, per FDEM's new process of incremental release of funds. It is Hagerty's experience that constant contact and advocacy is needed in order to ensure these 50 percent funds are released in a timely matter and the remaining 50 percent validation is prioritized. Hagerty will ensure regular reporting from FDEM's contractor is provided on the status of validation and ensure FDEM's contractor is submitting a comprehensive Request for Information if needed, rather than incremental asks.

Hagerty has successfully secured pay outs by FDEM for more than \$45 million for Hurricane Michael from FDEM. However, at times, in order to ensure the timely payout of reimbursements, Hagerty has had to seek intervention from FDEM's Recovery Bureau to ensure the implementation of new policies and procedures by FDEM's contractors. Hagerty will ensure every project has this individualized attention to enable timely validation and pay outs on reimbursement requests.

Prepare Project Closeout packages for current and/or future disasters.

Depending on the needs of the County, our professionals will:

- » **Comply with All Deadlines.** Federal grant programs have varying deadlines associated with work conducted. This includes the PA Program, which has a six-month deadline for emergency work and an 18-month deadline for permanent work.
- » **Reconcile Projects and Maintain Versions.** In order to closeout projects, Hagerty will assign accountants or closeout specialists to review all associated versions. This ensures all eligible costs are captured, ineligible costs are addressed, sufficient documentation is provided, and all federal funding has been obligated.

- » **Apply Cost Underruns.** The Section 428 PA Alternative Procedures Pilot Program allows cost underruns to be applied to hazard mitigation projects for eligible facilities. Underruns can lead to additional mitigation funding for the County, which will be identified during project reviews.
- » **Monitor and Measure Closeout.** Hagerty leverages closeout managers and tracking tools to keep the focus on monitoring and measuring progress toward closeout. By implementing these tools, we will help the County focus the same level of intensity at the end of the recovery as is focused at the beginning, thereby expediting closeout.
- » **Prepare Closeout Reports.** As necessary, Hagerty will prepare all final closeout reports to support the County. This includes completing the Financial Status Report (Standard Form 425) by updating the basis for accounting, indirect costs, and cumulative transactions as necessary and appropriate.

Appeals, Arbitration, Audit, and Closeout Support

As a firm, we recognize that some eligibility disputes may not be immediately resolved and will result in an appeal consistent with Section 423 of the Stafford Act, 42 United States Code (USC) Section 5189a, and 44 CFR Section 206.206. In those cases, Hagerty brings expertise and experience in crafting winning appeals on behalf of our clients. We provide comprehensive support in the formulation of appeals as well as review and tracking PWs to ensure applicants do not lose their right to appeal due to a missed deadline. **For a recent client, we won an appeal for more than \$2 million to replant trees that were used for natural filtration and anti-erosion on the banks of a large reservoir.**

While we know how to structure winning appeals, Hagerty's approach to the PA Program focuses on collaboration between local, state, and federal partners to solve problems up front rather than defaulting to appeal when FEMA makes negative eligibility determinations. Hagerty has a successful track record of minimizing the need for appeals, which makes it possible to claim all eligible costs and expedites the recovery process.

Recovering from a major disaster takes time. Properly closing out projects completes the recovery process, but there are proactive steps that can be taken to make the process more efficient. By structuring grant formulation and administration processes around the County's internal financial management systems and preparing grant documentation consistently, we can facilitate a streamlined application, administration, and closeout process.

Hagerty's strategy to prepare for audit starts from the very beginning of project formulation. Depending on which FEMA Validation Specialist or Costing Specialist is writing/validating a project, there may be a wide range of level of detail in the final product. While some high level PWs are detailed enough for obligation, they may be inadequate when reviewed by an auditor. Hagerty strives to prepare highly detailed, audit-ready projects that contain accurate information at a high level but also the necessary supporting documentation to validate the information in the project. That effort, combined with thorough document management, has allowed Hagerty clients to avoid adverse audit findings.

Our professionals have over 300 years of combined experience in every aspect of federally funded disaster recovery from declaration request and grant formulation through project closeout. We also have broad background supporting our clients through appeals and arbitrations as governed by PKEMRA, the alternative dispute resolution (ADR) process as governed by SRIA, and audits. For our clients in NYC, we have specific Closeout and Audit Teams dedicated to ensuring that closeout is done in compliance with all requirements and that NYC is prepared for audit responses and justifications.

ATTACHMENT D-1: RESUMES

Mark O'Mara

Project Role: Contract Manager



Education

- Bachelor of Arts, Architecture, University of Tennessee

Certifications

- Certified LEED Accredited Professional, Building Design and Construction, United States Green Building Council
- Certified Construction Documents Technologist, Construction Specifications Institute
- Construction Specifications Certification

Relevant Highlights

- Performed recovery efforts for six presidential disaster declarations including hurricanes, tornadoes, floods, and severe winter storms/snowfall
- Disaster recovery experience with Hurricanes Katrina and Sandy
- NYC Department of Parks and Recreations Capital Division Team Lead
- Maximized eligible reimbursement for approximately 125 project worksheets, totaling \$850 million
- Experience with pre-construction estimation and management

Time Commitment

- 25 percent time commitment
- Other projects currently involved in:
 - Montgomery County Grant Administration Home Buyout
 - City of Santa Rosa Fire Station
 - Diocese of Caguas Recovery Support
 - Diocese of Fajardo-Humacao Recovery Support

Professional Bio

Mr. Mark O'Mara is a highly skilled project manager and construction administration specialist, having worked on six presidentially declared disasters following hurricanes, tornadoes, severe winter storms, and flooding. Mr. O'Mara has been with Hagerty Consulting, Inc. (Hagerty) for six years. His design and construction experience encompass technical architectural consultancy, financial documentation reconciliation, and policy advising. Mr. O'Mara's experience includes the design and construction of multi-million-dollar buildings in the private sector, and he utilizes his expertise to help communities rebuild after disasters. He has been instrumental in the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program, holding more than five years of experience in examining projects, developing damage descriptions, cost estimates, advice on future actions, and appropriate funding documentation.

Relevant Project Experience

Project Manager | Hurricane Sandy Recovery | New York City

- Managed and oversaw a team of engineers, architects, analysts, and cost estimators in the data collection, development, and formulation of FEMA PA grants, capturing approximately \$1.1 billion of costs incurred by the New York City (NYC) Department of Parks and Recreation (DPR or Parks) as a direct result of Hurricane Sandy.
- Advised NYC on grants including: FEMA PA, 428 PA Alternative Procedures Pilot Program, 406 Hazard Mitigation, 404 Hazard Mitigation Grant Program (HMGP) and the Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program.
- Proactively developed procedures to ensure complete damage cost capturing (force account labor, contract, etc.), 406 Hazard Mitigation Proposals, project scope and procurement compliance, and project payment request grant draw downs. Completed detailed reconciliation of Hurricane Sandy expenditures for strict fiscal management.
- Directly increased the NYC's FEMA PA funding by more than \$450 million.

FEMA PA Grants Development / Project Specialist | Hurricane Irene Recovery | New York City

- Assessed and oversaw over \$50 million in Project Worksheet (PW) grants.
- Advised large public institutions, jurisdictions, and municipalities of FEMA PA eligibility requirements. Developed damage descriptions, scopes of work, cost estimates, mitigation proposals, and construction schedules to advise FEMA on future actions and appropriation of funding.
- Performed detailed eligibility reviews of public sector applicant's financial documentation of disaster-related costs including force account payroll, invoices, purchase orders, quotes, proofs of payment, and contracts. Specialized in healthcare, private non-profits, and higher education facilities.

Mark O'Mara

Project Role: Contract Manager



FEMA PA Grants Development / Project Specialist | Alabama Severe Storms | Dewberry

- Developed damage descriptions, scopes of work, cost estimates, mitigation proposals, and 50 percent rule calculations to advise FEMA on future actions and appropriation of funding.
- Developed innovative design and funding solutions to allow community tornado shelters to be funded through the FEMA PA 406 mitigation program and the 404 HMGP. Specialized in K-12 education facilities and tornado shelters.

FEMA PA Grants Development / Project Specialist | New York Severe Storms Recovery | State of New York

- Developed damage descriptions, scopes of work, cost estimates, and mitigation proposals to advise FEMA on future actions and appropriation of funding.
- Worked closely with Environmental and Historical Preservation (EHP) teams to ensure project compliance and conformance to all applicable federal, state, and local laws.

FEMA PA Grants Development / Project Specialist | Illinois Snow Event | Dewberry

- Developed damage descriptions, scopes of work, and cost estimates for Categories A and B projects.
- Successfully secured all documentation for substantiation for projects in Category A and B. Total obligation was more than \$6 million.

FEMA PA Grants Development / Project Specialist | Mississippi Hurricane Katrina

- Assessed and oversaw over \$250 million in PW grants.
- Developed innovative methods of determining eligible reimbursement for Applicants with limited or completely missing documentation allowable under the Stafford Act and supplemental policy.
- Developed damage descriptions, scopes of work, cost estimates, mitigation proposals, and 50 percent rule calculations to advise FEMA on future actions and appropriation of funding.
- Advised large public institutions, jurisdictions, and municipalities of FEMA PA eligibility requirements. Specialized in K-12 education facilities.

Employment History

Hagerty Consulting, Inc., Recovery Sales Manager / Project Manager, 2013-Present

Cannon Design, Project Manager, 2008-2013

Dewberry, Architectural Consultant, 2005-2012

Alliance Management Services, Architectural Consultant, 2005-2006

Chris Thomas

Project Role: Program Manager



Education

- Masters of Business Administration (cum laude), Trident University International
- Bachelor of Arts in Philosophy/Political Science, University of Alabama

Certification

- FEMA Incident Action Planning Certificate
- FEMA Incident Command Structure (ICS) 400: Advanced ICS for Command and General Staff Certificate
- FEMA Incident Management I, II, and III Certificate
- FEMA Preliminary Damage Assessment (PDA) Certificate
- FEMA Emergency Support Function (ESF) #1-14 Certificates
- FEMA Public Assistance Specialist and Task Force Leader

Relevant Highlights

- Managed seven Stafford Act disasters, two National Special Security Events (NSSE), and over 20 exercises over the course of 12 years
- Stood up a 36-county operation, overseer of all preliminary damage assessments (PDAs) for a \$45M flooding disaster
- Coordinated PA, IA, EHP and HMGP on multiple presidential disasters

Time Commitment

- 25 percent time commitment
- Other projects currently involved in:
 - Girls, Inc. Disaster Recovery Support
 - Bay Haven Disaster Management Recovery

Professional Bio

Mr. Chris Thomas has over a decade of experience as a leader of large, complex projects. His emphasis is on implementing disaster and emergency plans and providing analyses of public assistance (PA) policy and supporting grants management. Mr. Thomas has connectivity to seven presidential declared disasters (hurricane, catastrophic flooding, tornado, and earthquake) and two National Special Security Events (NSSE). He's performed coordination of the Federal Emergency Management Agency (FEMA) PA, individual assistance (IA), environmental and historic preservation (EHP), hazard mitigation response, and recovery strategies as well as consolidation of infrastructure grants. As a FEMA PA Instructor, Mr. Thomas has educated local, state, and federal emergency managers in PA and Hazard Mitigation programs, including Stafford Act Sections 404, 406, and 428, as well as project worksheet (PW) formulation, insurance requirements and environmental and historic preservation restrictions. Prior to this work, as an officer in the United States (US) Air Force, Mr. Thomas oversaw the readiness and mobility of Air Force Personnel, stood up and manned an emergency operations center (EOC) in response to a hurricane, and led the logistics for the distribution of commodities (POD).

Mr. Thomas has worked extensively to support New York City (NYC) in response to Hurricane Sandy, both through Hagerty Consulting, Inc.'s contract with the Office of Management and Budget and through his time at FEMA. He has also supported recovery from the New York Severe Winter Storm and Snowstorm, Tennessee Severe Winter Storm and Flooding, and Colorado Severe Storms, Flooding, Landslides, and Mudslides.

Relevant Project Experience

Recovery Consultant | NYC Hurricane Sandy Recovery | Hagerty Consulting, Inc.

- Serves on the New York City (NYC) Hurricane Sandy recovery project, specializing in policy and grants management.

Director of Operations | Disaster Recovery Operations | FEMA

- Developed strategy and objectives on a national scale. Built operational plans and organizational structures for DR-4085(NY); DR-4086 (NJ); and DR-4111(NY).
- Finance manager and overseer of federal grants worth over \$10 billion. Interpreted and implemented FEMA laws and regulations. Forged partnerships at local, state, regional and federal levels.
- Supervised administrative and technical personnel during major disasters (FEMA DR-4211(TN); DR-4205 (MS); DR-4145 (CO); DR-4193 (CA). Trained local, state, and federal employees in classroom and online settings on FEMA programs (PA Instructor).

Chris Thomas

Project Role: Program Manager



Deputy Director of Infrastructure | Ebola Response | Centers for Disease Control

- Served as Deputy Director of Infrastructure for the Centers for Disease Control and Prevention (CDC) Ebola Response.

Executive Director | Hurricane Sandy Recovery | Sandy Recovery Office

- Advisor to the Executive Director, Sandy Recovery Office (SRO), New York, and director 200 PA personnel in the formulation and awarding of more than 4,500 PA grants.

Director of Infrastructure | Alabama Center for Disaster Preparedness

- Led day-to-day operations, and participated in four major exercises simulating major flooding event, a hurricane, tornados, and a nuclear terrorist attack.

Operations Manager | Momentum Auto

- Supervised technical and sales staff. Managed profit and loss, negotiated contracts, and instituted employee incentive plan.
- Led Information Technology transition.

Officer, Operations Division Chief, Education and Training Commander | United States Air Force

- Managed, commanded, and evaluated staff of pilots, and technical and administrative service members.
- Engaged top-level politicians and military leaders. Wrote regulations, policy, tactics, and educational training materials.
- Served as Information Technology Division Chief as well as Readiness and Logistics Division Chief.

Employment History

Hagerty Consulting, Inc., Recovery Consultant, 2016-Present

FEMA, Director of Operations, numerous sites, 2013-2016

Momentum Auto, Operations Manager, 2012-2013

US Air Force, Officer, Operations Division Chief, Education and Training Commander, 2004-2012

Kristin Samulkewitsch

Project Role: Deputy Project Manager



Education

- Masters of Arts, International Affairs, Florida State University
- Bachelor of Science, Economics, Florida State University

Certifications

- Certificate in FEMA Professional Development Series

Relevant Highlights

- Extensive experience in Florida
- Experience with multiple recovery engagements in the aftermath of Hurricane Michael
- Skilled in the development and management of multiple Project Worksheets simultaneously
- Experience developing Continuity of Operations Plans and relevant facilitation of exercises

Time Commitment

- 50 percent time commitment
- Other projects currently involved in:
 - City of Panama City Beach Disaster Recovery
 - Bay District Schools Disaster Recovery

Professional Bio

Ms. Kristin Samulkewitsch has more than eight years of experience in emergency management and disaster recovery programs within the State of Florida. Dating back to her time supporting the American Red Cross as a disaster action team member, her work has included supporting volunteer coordination, planning, and recovery associated with incidents ranging from local house fires to multi-jurisdictional tropical storms and hurricanes. Specific to recovery operations, Ms. Samulkewitsch has worked closely with jurisdictions to identify disaster-related damage, perform site assessments, and develop project worksheets (PWs). She has also worked closely with debris monitoring partners to ensure data is collected and adequately reconciled for federal reimbursement. Ms. Samulkewitsch started working at Hagerty this year. She excels in data management, reconciliation, and record keeping supporting grant management.

Relevant Project Experience

Recovery Managing Associate | Hagerty Consulting, Inc.

- Acts as Senior Financial Management Specialist for recovery operations for the City of Panama City Beach, FL and Bay District Schools, located in Panama City. These efforts include Federal Emergency Management Agency (FEMA) Grant Management, Benefit Cost Analyses (BCA), and Financial Management.

Consultant | Landfall Strategies-Public Assistance

- Applied federal, state and county rules, regulations, policies, and procedures related to eligibility.
- Advised clients of their rights, responsibilities, and eligibility for program participation and provided clarity regarding rules, regulations, and policies.
- Reviewed and analyzed client financial information to determine eligibility for public assistance.
- Worked closely with debris monitoring department to ensure data collection was adequately reconciled for federal reimbursement.

Consultant | Thompson Consulting Services-Public Assistance

- Worked with local, state and federal officials to identify disaster related damage.
- Performed damage site assessment visits to document storm damage.
- Assisted with the development of project scopes of work and reviewed for accuracy and eligibility.
- Reconciled and prepared project documentation in support of grant applicants.
- Managed simultaneous development of multiple PWs.
- Organized and maintained project records.

Kristin Samulkewitsch

Project Role: Deputy Project Manager



Research Analyst | Center for Disaster Risk Policy

- Facilitated Tabletop Exercise System Technology (TEST) training at the Florida Division of Emergency Management (FDEM) and Florida State University.
- Conducted emergency management recovery research in the Northeastern United States (US) specific to the National Flood Insurance Program (NFIP) after Hurricane Sandy.
- Supported the Virtual Operations Support Team (VOST) in conjunction with the FDEM. Developed situational reports, monitored social media platforms, organized a cadre of digital volunteers.
- Served as a member of the Disaster Incident Research Team.
- Worked as internship liaison for the Emergency Management Certificate program for the Emergency Management and Homeland Security Program.
- Tested programs and exercise training technology.
- Developed Continuity of Operations Plan (COOP Plan).

Intern | Florida Department of Economic Opportunity (FDEO)

- Assisted the Emergency Coordinating Officer for Emergency Support Function (ESF) #18 in the development of a COOP Plan.
- Developed web-based disaster relief documents and job aids specific to the Florida Small Business Emergency Bridge Loan Program.
- Coordinated disaster response and recovery efforts in the Joint Field Office after Tropical Storms Debby and Isaac.
- Trained FDEO employees in the Florida Department of Health Emergency Notification System (FDENS).

ESF #5 Intern | Florida Department of Emergency Management

- Assisted the State Emergency Response Team Planning Section Chief, Brian Richardson.
- Created standard operating procedures and job aids for ESFs.
- Facilitated and participated in exercises (mass evacuation, state hurricane exercise, cyber security tabletop).
- Provided assistance to the victims of local disasters (i.e. house fires, tornadoes, etc.).
- Updated FDEM's COOP Plan.

Emergency Services Student Coordinator | American Red Cross – Capital Area Chapter

- Coordinated all Emergency Services student teams.
- Recruited and ensured the training of all Emergency Services student volunteers.
- Designed, implemented, and coordinated outreach programs on Florida State University's campus and in the community.
- Gave preparedness presentations to community groups.
- Assisted the Director of Emergency Services by updating Red Cross plans and programs.
- Attended Emergency Management related meetings and conferences.

Disaster Action Team (DAT) Member | American Red Cross – Capital Area Chapter

- Provided assistance to the victims of local disasters (i.e. house fires, tornadoes, etc.).
- Secured shelter, food, clothing, medical needs, and mental health counseling during deployments.

Kristin Samulkewitsch

Project Role: Deputy Project Manager



Employment History

Hagerty Consulting, Inc., Recovery Managing Associate, 2019-Present

Landfall Strategies-Public Assistance, Consultant, 2018

Thompson Consulting Services – Public Assistance, Consultant, 2017-2018

Coniglio Group, Manager, 2014-2017

Aloft Hotels, Operations Manager, 2013-2014

Center for Disaster Risk Policy, Research Analyst, 2011-2013

Florida Department of Economic Opportunity, Intern, 2012

Florida Division of Emergency Management – Planning, ESF #5, Intern, 2012

American Red Cross, Disaster Action Team Member; Emergency Services Student Coordinator, 2010-2011

Kevin Fuller

Project Role: Project Specialist (Recovery)



Education

- Master of Public Administration, the Maxwell School, Syracuse University
- Bachelor of Arts in English and History, Williams College

Relevant Highlights

- 15 years of public sector management consulting experience
- Active in disaster response/recovery and emergency management since 9/11
- Led Hagerty's Individual Assistance (IA), Public Assistance (PA), Hazard Mitigation, and Long-Term Recovery contracts
- Led the evaluation of the Disaster Housing Assistance Program following Hurricanes Katrina and Rita
- Prepared a post-disaster regional interim housing plan for the San Francisco Bay Area, and facilitated two plan validation workshops
- Designed an emergency response plan for ten-county San Francisco Bay Area that included over 100 jurisdictions
- Provided strategy and process consulting services to a variety of public sector clients including the US Department of Housing and Urban Development and Department of Homeland Security, State of California, and the Chicago Housing Authority

Time Commitment

- 50 percent time commitment
- Other projects currently involved in:
- Montgomery County Imelda Debris Monitoring
- Horry County Hurricane Dorian Recovery Support
- Langan Roosevelt Island Operating Corporation Appeal Support

Professional Bio

Mr. Kevin Fuller serves as Deputy Director of Recovery for Hagerty Consulting. He is a project manager and financial management professional with over eleven years of public sector experience. Mr. Fuller has extensive experience managing teams and Federal Emergency Management Agency (FEMA) disaster recovery operations for state and local clients, including Public Assistance (PA), 404 and 406 Hazard Mitigation programs, and data capturing. He also has provided support to various jurisdictions with technical assistance, including financial analysis, training, and appeal support.

At Hagerty, Mr. Fuller is currently serving as Project Manager, supporting clients in Maryland (Howard County) and South Carolina (Horry County, Town of Surfside Beach) to recover from disasters. His work includes providing financial analysis, policy expertise, and grant management advice. He supports the tracking, spending, drawdowns, and funding from all grant sources. Mr. Fuller is knowledgeable in FEMA PA and Hazard Mitigation Grant Program (HMGP). Additionally, he has supported clients in Texas after 2015 flooding (City of Austin, City of Grand Prairie, Williamson County) and Hurricane Harvey (Baptist Hospitals of Southeast Texas and St. Mark's Medical Center). Before focusing on the southern United States, Mr. Fuller provided project management support to New York City (NYC) during its \$14 billion recovery from Hurricane Sandy.

Prior to his work with Hagerty, Mr. Fuller worked as a Public Sector Financial Management Senior Consultant with IBM Global Business Services during Hurricane Katrina/Rita Relief Project – Parish Strike Team for FEMA. He successfully negotiated with landowners and parish officials to secure temporary housing sites for hurricane evacuees in two Louisiana parishes. Mr. Fuller also documented the status and location of hurricane evacuees among other reporting responsibilities. As an IBM consultant to the US Coast Guard, he worked on a finance transformation team successfully leading facilitated sessions with financial process owners to determine the gap between documented and actual processes. Mr. Fuller also developed work products that helped standardize future architecture development. For the US Navy, he analyzed, prioritized, and assisted in remediation of Navy enterprise-wide financial deficiencies as a Finance Transformation Analyst on the Department of Navy's Remediation Action Plan Project. Mr. Fuller has been with Hagerty for six years.

Kevin Fuller

Project Role: Project Specialist (Recovery)



Relevant Project Experience

Assistant Project Manager | Howard County, Maryland Disaster Recovery

- Led a consultant team focused on seeking reimbursement for disaster recovery related costs through the FEMA PA program related to flash flooding events in July 2016 and May 2018. The total estimated PA claim amount is currently \$28 million. While working closely with the Maryland Emergency Management Agency and FEMA, assisted the County in damage identification, project formulation, and grants management functions.
- After the 2016 flooding, led efforts to formulate an appeal related to the eligibility of sidewalks along a federal-aid road. By reviewing historic documentation dating back to 1787, proved that the sidewalks were not part of the road's right of way, making them eligible for FEMA reimbursement.
- Trained County staff to make sure they were better prepared to respond effectively in the event of a future flooding event. The County put these lessons to practice during a more severe flash flooding event in May 2018, allowing them to better position themselves for a successful recovery.

Project Manager | Town of Surfside Beach, South Carolina Disaster Recovery

- Led a consultant team focused on seeking reimbursement for damages to the Town's publicly owned fishing pier due to Hurricane Matthew in 2016. By leveraging FEMA's 428 Alternative Procedures program, increased the project value from an initial \$60,000 repair to nearly \$10 million for a full replacement pier with additional hazard mitigation. The pier project is the first time the 428 Program has ever been utilized combine full replacement with mitigation in the same project.

Project Manager | Horry County, South Carolina Disaster Recovery

- Led a team of professionals in providing comprehensive disaster recovery and financial and grant management services to Horry County, which sustained approximately \$20 million in damages following a series of severe storms in October 2015 and Hurricane Matthew in 2016. Helped to identify all potentially eligible damages that may be claimable through insurance, FEMA's PA Program, or other funding sources.
- Aided in securing an expedited re-nourishment of Horry County beaches under the responsibility of the United States Army Corps of Engineers (USACE), which involved highlighting the damages and developing a strategy to secure funding involving coordination with USACE and congressional staff from South Carolina's Congressional and Senate Delegation.
- Worked directly with the South Carolina Emergency Management Division and FEMA to secure approval of accelerated depreciation of purchased equipment used in emergency beach berm construction due to being used in a saltwater environment, netting the County an additional \$160,000, compared to the \$0 FEMA initially approved.

Project Manager | City of Grand Prairie, Texas Recovery

- Assisted the City of Grand Prairie, Texas to provide comprehensive disaster recovery and financial and grant management services related to Major Disaster Declaration FEMA-4223-DR-TX.
- Worked with the City to identify damages that may be claimable through insurance and/or the FEMA PA Program. To date, contributed to the development of \$5 million in PA project worksheets. Worked closely with the Texas Division of Emergency Management in appealing roughly \$1.5 million in costs related to USACE leases.
- Trained City staff to accurately and completely document emergency work costs, providing guidance and reviewed work products throughout. Identified additional \$1.9 million in eligible damages above initial FEMA estimates. Worked with city personnel to apply for and secure \$202,000 in 404 HMGP funding.

Kevin Fuller

Project Role: Project Specialist (Recovery)



Project Manager | City of Austin, Texas Disaster Recovery

- Led financial and grant management services related to Major Disaster Declaration FEMA-4223-DR-TX. Initiated recovery efforts, which included: attending meetings with FEMA and Texas Division of Emergency Management (TDEM), providing an overview of potentially eligible FEMA expenditures in PA Program Categories A-G, and identifying potential Section 428 Alternative Procedures Pilot Program projects that would be beneficial to the City.
- Assisted in getting a pedestrian bridge approved for full replacement, instead of simply repaired (50 percent rule), which netted an additional approximately \$200,000 for the City.

Project Management Team | NYC Hurricane Sandy Recovery

- Served as Data Manager on the NYC Hurricane Sandy recovery project management team utilizing on Hagerty's grant management platform. Worked to analyze data and manage the city's 404 Hazard Mitigation Grant Program (HMGP).
- Managed the processing of all PW approvals for city agencies, working closely with FEMA to ensure timely obligation of project. Identified and analyzed city-wide issues that could affect project reimbursement.

Employment History

Deputy Director of Recovery, Hagerty Consulting, Inc., 2013-Present

Senior Consultant – Public Sector Financial Management, IBM Global Business Services, 2005-2011

ATTACHMENT D-2: COPY OF CURRENT CONTRACT

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (“**Contract**”), with an effective date of December 11, 2018, is hereby entered into between **The School Board of Bay County Florida (“District”)**, a political subdivision formed under the laws of the State of Florida, whose Administrative Office is at 1311 Balboa Ave, Panama City, Florida 32401; and **Hagerty Consulting, Inc. (“Provider”)**, a corporation organized and existing under the laws of the State of Illinois, whose corporate headquarters is at 1618 Orrington Avenue, Suite 201, Evanston, Illinois 60201. **District and Provider** will from time to time be referred to as “**the Parties.**”

1. GENERAL TERMS

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Provider** of the services described in this Contract is of the essence, and shall commence on the Effective Date.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: The parties are fully committed to working with each other throughout the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the **District and Provider** each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the services.

1.4.1. Good Faith Negotiation and Right to Cure: **District and Provider** will attempt in good faith to resolve through negotiation any claim, dispute, controversy, or counterclaim arising out of or relating to this Contract (hereafter collectively referred

to as "Dispute"). Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the Dispute and the relief requested. The recipient of such notice shall respond within ten (10) business days with a written statement of its position on, and recommended solution to, the Dispute. If the Dispute is not resolved by this exchange of correspondence then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the determination that recommended solution was not agreeable, in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

The party receiving notice of said Dispute shall be given reasonable time to correct and cure the problems or failings identified by the other party. In no event will the cure period be less than fifteen (15) business days.

1.4.2. Mediation: If the Dispute is not resolved by these negotiations, the Parties agree to submit any such unresolved Dispute to mediation, unless the parties mutually agree otherwise. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible

or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process.

1.4.3. Litigation: If the parties hereto cannot settle any difference arising between them pursuant to this section 1.4 without litigation, any such litigation shall be governed by the laws of the State of Florida and shall take place in the courts located in the State of Florida.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **District** and **Provider** concerning the scope of services described herein. The Scope of Services described in this Contract in Exhibit "A," attached hereto; the contract provisions for non-federal entities under Federal awards described in Exhibit "C," attached hereto; and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **District** and **Provider**. Forbearance by **District** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract.

1.6. Compliance with EEOC and other U.S. Federal Laws and Regulations: To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938; and

1.6.6. Immigration Reform and Control Act of 1986.

1.6.7. This Contract is intended to meet the applicable requirements contained in 2 C.F.R. Section 200.326 and 2 C.F.R. Part 200, Appendix II. If it is later determined that additional language is necessary to comply with those requirements, the Parties will work together in good faith to supplement the Contract as necessary.

1.7. This Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

1.8. By entering into this Contract, Provider affirmatively warrants that Provider is currently in compliance with such laws, and further warrants that during the term of this Contract, Provider shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. Provider shall perform those tasks set forth in Exhibit "A," attached hereto and incorporated herein by reference. The anticipated scope of work may be expanded, through an amendment signed by both Parties, to include other disaster preparedness and disaster recovery services. Provider shall also perform all services while in compliance with all items included in attached Exhibit "C."

2.2. This Contract has an initial two-year term from the effective date. In addition, District has the option to extend the term for an additional three (3) one (1) year periods by providing written notice to the Provider.

2.2. As an added control, Provider will not begin material new tasks without obtaining task order approval from the District. These task order approvals may take the form of an

email approval and will be completed at a level low enough to provide the **District** control the overall Contract spend and timeline, but at a level high enough to allow for efficient and effective project management and execution by **Provider**.

3. PAYMENT FOR SERVICES:

3.1. This is a time and materials contract with an initial Not to Exceed (“NTE”) cost of **Four Million Three Hundred Seventy-five Thousand Dollars (\$4,375,000.00)** for the services. The NTE cost may be increased by the **District** with a written amendment signed by both parties. **Provider’s** hourly rates and costs are set forth in Exhibit “B,” attached hereto and incorporated herein by reference.

3.2 On a monthly basis, **Provider** will submit invoices to **District** detailing the time and material charges for the preceding month. Charges will be detailed by consultant with signed timesheets provided for support. Receipts or other charge detail will be provided to support travel and other direct costs.

3.3 **District** will pay **Provider’s** invoices on a basis of net 60 days after receipt of invoice.

3.4 **Provider** shall work with the **District** to establish a system to track and submit direct administrative costs for allowable reimbursement from FEMA, HUD, or the State of Florida. **District** represents and understands that FEMA, HUD, and similar recovery programs are “reimbursement” programs and that the **District** must pay **Provider** prior to seeking reimbursement for any allowable portion of these costs. For the avoidance of doubt, **District** hereby agrees that its obligation to compensate **Provider** is not contingent upon the timing or the amount of reimbursement from FEMA, HUD, or the State of Florida.

4. WARRANTIES OF PROVIDER AND DISTRICT:

4.1. District warrants that:

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- 4.1.1. **District** has the lawful authority to enter into and perform this Contract;
- 4.1.2. **District** shall not offer employment to any employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Provider warrants that Provider has:

- 4.2.1. All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit "A;"
- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance in at least the following amounts: Worker's compensation as required by law; general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The **District** shall be named as an additional insured on the general liability policy. The **District** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.
- 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against **District** by the entry into or performance of this Contract by **Provider**.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

- 4.3.1. Perform all tasks required under the Scope of Services with the same degree of skill and care as members of the same profession operating in the State of Florida;
- 4.3.2. Ensure that any third party, employee, agent, or subcontractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and the requirements of Exhibit C so far as concerns this Contract;

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between **District** and **Provider**, and approved by **District's** attorney:
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5.1 All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **District** during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by **District** to **Provider** during the term of this Contract shall remain the property of **District**;

5.3. All intellectual property provided to **District** by **Provider** and originating from this Contract shall become and remain the property of **District**, and **Provider** shall not, without the written consent and license from **District**, use such intellectual property for another commercial purpose;

5.4. **District** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties. Any such agreement shall be an amendment to this contract.

6. **EARLY TERMINATION OF CONTRACT:**

District and **Provider** shall have the right, upon thirty (30) days written notice, to terminate this Contract, and thereafter **District** shall have no obligation to pay for services provided to **District** except up to the effective date of termination of this Contract.

7. **INDEPENDENT CONTRACTOR STATUS:**

By entering into this Contract, **Provider** shall not become a servant, agent, or employee of **District**, but shall remain at all times an independent contractor to **District**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between

Provider and District, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

To District:

Dan Fuller

General Manager of Purchasing, Contracting and Materials Management

1150 West 17th Street, Panama City, FL 32405

Tel: 850-767-4209

fulled@bay.k12.fl.us

To Provider:

Stephen H. Hagerty

President, Hagerty Consulting

1618 Orrington Avenue

Suite 201

Evanston, IL 60201

(Tel: 847-492-8454 ext. 110; Fax: 847-859-1710)

8.1. Form of Notice: All notices required or permitted under this Contract shall be effective:

8.1.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.1.2. On the first day after receipt of a facsimile or electronic transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

The **Provider** will indemnify and hold harmless the **District** and its agents and employees from and against all claims, damages, losses and expenses, arising directly from the performance of the services and work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, and is caused by any negligent or willful act or omission of the **Provider**. The obligation of the **Provider** under this paragraph shall not extend to the liability of the **District** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are not attributable to the **Provider**.

10. INSURANCE:

10.1. The **Provider** shall procure and maintain the following insurance during the term of the Contract:

10.1.1. **Worker's Compensation:** For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the **Provider** shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation – Statutory

Coverage B – Employer's Liability - \$1,000,000.00

10.1.2. Liability: Comprehensive General Liability insurance including coverage for all operations, including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. The School Board of Bay County, Florida shall be named as additional insured pursuant to an additional insured endorsement providing comprehensive general liability coverage for completed operations in addition to on-going operations.

10.1.3. Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. District shall be named as additional insured.

10.1.4. Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$5,000,000.

10.2 The Provider shall furnish to the District copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE

AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.” If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the District thirty (30) days prior to the renewal date.

11. PUBLIC RECORDS:

The District is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Provider is acting on behalf of District as provided under Section 119.011(2), Provider agrees to also comply with that law, specifically including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
- B. Upon request of the District, provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the District with a copy of the requested records.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the District.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IN WITNESS WHEREOF,

Provider: Hagerty Consulting, Inc.

By (signature): Bradley R. Grining

Date: 12/4/2018

Print Name: Bradley R Grining

Title: Chief, Operating Offices

Witness: Stephen A. Grady

District: School Board of Bay County, Florida

By (signature): Steve T. Moss

Date: 12-11-18

Print Name: Steven T. Moss

Title: Chairman, School Board of Bay County, Florida

Attest: Karen Hall

EXHIBIT "A"

SCOPE OF SERVICES

Provider will assist the **District** in strategically managing the project development and administration of various Federal and State Disaster Programs related to Presidentially declared emergencies or disasters.

Federal Programs may include, but are not limited to: FEMA Public Assistance (PA); FEMA 404 Hazard Mitigation Grant Program (HMGP); FEMA Individual Assistance (IA); HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, and the Federal Transit Administration Emergency Relief Program. In addition, the awarded firm will also provide project development and grants management services. Examples of disaster recovery services that may be required, include:

- 1) Activities carried out to identify and generate a list of damaged sites for a specific project;
- 2) Activities to discuss the need for immediate funding and collect supporting documentation for a specific project;
- 3) Activities to collect damage data, invoices, estimates and support documentation related to a specific project;
- 4) Activities carried out to evaluate the impact of hazard mitigation measures, insurance coverage, historic preservation, environmental impact, and flood risk for a specific site or project;
- 5) Activities to review or support the compliance of the project with Public Assistance financial requirements for a specific project;
- 6) Activities related to visiting, surveying, and assessing sites for a specific project;
- 7) Activities related to developing the detailed site-specific damage description component of a specific project worksheet;
- 8) Activities related to developing the scope of work component for a specific project worksheet;
- 9) Activities related to justifying and developing an alternate project plan and/or additional activities directly related to a specific improved project request;
- 10) Activities related to developing, requesting, transmitting, and processing documents to request all or portion of the allocated project award amount for a specific project;
- 11) Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to a specific project;
- 12) Activities to respond to grant review, inspection, or closure document requests from the grantee for a specific project;
- 13) Activities to adjust or estimate cost over/under runs for the purpose of project closeout for a specific project;
- 14) Activities to support the development of a new version of the current project worksheet for the purpose of adjusting the project amount for a specific project;
- 15) Activities related to the close-out process of a specific project worksheet.

Specifically, **Provider** will provide experienced personnel and resources to complete the following activities:

- A. **Applicants Briefing and Kick-Off Meeting.** Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions;
- B. **Technical Assistance.** Provide general financial management advice and assistance including but not limited to:
 - Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process;
 - Provide advice as to the disaster recovery team as appropriate and participate in meetings;
 - Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of Florida and FEMA with regard to any issues which may arise;
 - Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013;
 - Advise and provide technical support for FHWA Disaster Relief and/or FTA Disaster Relief funding.
 - Briefing purchasing, contracting and department personnel on requisite/purchasing procedures and documentation
- C. **Correspondence.** Prepare correspondence to the State of Florida, FEM, HUD, etc. on behalf of the District as necessary; Prepare a program management plan; Prepare periodic reports to the County as to the status of grant management progress and participate in all status meetings;
- D. **Inspection/Damage Assessment.** Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (Category A-G) and review records of emergency expenses incurred by the District;
- E. **Document.** Ensure all eligible damages have been quantified and presented to federal inspectors/Project Officers;
- F. **Financial Tracking.** Advise on FEMA's regulation and policy on tracking costs, including direct administrative costs and, to facilitate reimbursement for all eligible client costs. Categorize, record, track and file costs on approved forms in support of the financial reimbursement process. Communicate with District Departments on a daily basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to District management;

- G. **Financial Management.** Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking of plans for Cash flow management and disbursements by State/FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress, expenditures, reimbursement requests and receipts. Perform internal controls assessment and support compliance monitoring activities.
- H. **Project Worksheet.** Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the District; Attend all meetings with the District, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed;
- I. **Repair and Restoration.** Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements;
- J. **Documentation.** Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by District departments;
- K. **Reporting.** Compile and summarize in FEMA approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets;
- L. **Provide assistance to departments having difficulty with their claims;**
- M. **Ensure the county meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc;**
- N. **Appeal.** If the District disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified counsel to the District in support of any legal action required as the result of an appeal;
- O. **Closeout.** Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the District in, all project closeout activities, Participate in exit conferences with the District, State, and FEMA;
- P. **Audit.** Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
- Q. **FEMA 404 and 406 Hazard Mitigation Services:** Assist in identifying, developing and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-

Disaster Mitigation, and other mitigation programs.

- R. **HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Support Services:** Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds. Conduct unmet needs assessment – particularly housing, infrastructure, and economy. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery, and develop and submit Action Plans. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as documentation, procurement, federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance. Provide other HUD related technical assistance and consulting services as needed.
- S. **Other Grant Management Assistance:** Provide other state and federal grant management services as needed. Assist the District with the management and administration of other federal grant management programs not identified above. Evaluate and recommend potential alternate and/or improved projects. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.

EXHIBIT “B”

Hourly Rates and Costs

Services will be provided and invoiced by **Provider** based upon the time incurred at the labor categories and hourly rates defined below, plus the reimbursement of travel costs and other direct costs as more fully described below.

Travel and Other Direct Costs – Provider will invoice **District** for travel costs in alignment with the US General Services (GSA) Federal Travel Regulations at cost, without markup. Other direct costs (ODC) may include reproduction, postage, or QuickBase licensing costs. ODCs will be invoiced to **District** at cost, without markup.

Labor Categories and Hourly Rates – Labor categories and associated hourly rates for services performed under this contract are detailed below. These rates will be held constant for the first two-years of the contract term. At the end of the two-year period, and annually thereafter, the **Provider’s** hourly rates will increase by the cumulative rate of inflation over that period as measured by the Consumer Price Index. For all labor categories, additional years of experience may be substituted for educational requirements.

Labor Category	Staff Qualifications	Hourly Rate
Senior Project Executive	Experience of fifteen or more years with an advanced degree or fifteen or more years with a bachelor’s degree. Demonstrates senior experience in management consulting.	\$235
Project Executive	Experience of twelve or more years with an advanced degree or fifteen or more years with a bachelor’s degree. Demonstrates senior experience in management consulting.	\$200
Senior Subject Matter Expert	Experience of fifteen or more years in a specific subject or industry, or ten years’ experience and more than one specialized advanced degree.	\$225
Subject Matter Expert	Experience of twelve or more years in a specific subject or industry, or eight years’ experience and more than one specialized advanced degree.	\$200
Senior Project Manager	Experience of eight or more years with an advanced degree, or ten or more years with a bachelor’s degree.	\$175
Project Manager	Experience of five or more years with an advanced degree, or eight or more years with a bachelor’s degree.	\$150
Engineer / Scientist III	Experience of eight or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	\$175
Senior Engineer / Planner / Analyst	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	\$145

Labor Category	Staff Qualifications	Hourly Rate
Engineer / Planner / Analyst	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	\$110
Damage Assessment Estimator III	Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).	\$180
Senior Damage Assessment Estimator	Experience of six or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).	\$150
Damage Assessment Estimator	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).	\$110
Financial Management Specialist III	Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).	\$190
Senior Financial Management Specialist	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).	\$150
Financial Management Specialist	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).	\$110
Grant Management Specialist III	Experience of eight or more years with a bachelor's degree, or three or more years with an advanced degree.	\$170
Senior Grant Management Specialist	Experience of four or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).	\$135
Grant Management Specialist	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).	\$110
Analyst	Experience of less than two years with a college degree.	\$105
Senior Administrator	Experience of two or more years with no college degree required.	\$80
Administrative Assistant	No college degree required.	\$60

Note: Hagerty allows additional years of experience to be substituted for education requirements

EXHIBIT C:

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she

is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Tab E: Fee Structure

Deliverable #	Description	Anticipated Time to Complete Deliverable	Deliverable Cost
1	Preparation with County of a Preliminary Damage Assessment including site information, description of damage and related cost impacts	3 Days	\$8,640
2.	Preparation for and conducting with all PDA impacted County entities an Applicant Kickoff Meeting	2 Days	\$7,200
3.	Project Formulation and Site Sheet preparation in first 60 days	15 Days	\$11,700
4.	Category A-G Project Worksheets	By Task order	By Task order
5.	Category A-G Project Worksheet Documentation	By Task order	By Task order
6.	Hazard Mitigation Grant Program – project and application development	By Task order	By Task order
7.	Onsite (EOC, Warehouse, etc.) tracking and documentation of eligible costs and equipment usage during incident period	By Task order	By Task order
* GRAND TOTALCOST			\$27,540

Positions	Hourly Rate
Program Executive	\$275
Subject Matter Expert	\$225
Senior Program Manager	\$215
Program Manager	\$185
Recovery Consultant IV	\$205
Recovery Consultant III	\$185
Recovery Consultant II	\$165
Recovery Consultant I	\$135
Contract Manager	\$165
Project Specialist	\$135

Tab F: Required Forms

Completed, signed (if applicable) copies of the required submittals below have been attached.

Required Submittals

Proposal Response Cover Sheet

Equal Opportunity/Affirmative Action Statement

Insurance Certification Form

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

Affidavit Certification Immigration Laws

Non-Collusion Affidavit

Drug Free Workplace

RFP Attachment A – Additional Federal Terms and Conditions

PROPOSAL RESPONSE COVER SHEET



RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

PROPOSAL RESPONSE COVER SHEET

included as the cover sheet for your response to the Request for
Leon County, reserves the right to accept or reject any and/or all
y.

Shelly W. Kelley, Purchasing Director

Jimbo Jackson, Chairman
Leon County Board of County Commissioners

certified by the below named firm/individual by the undersigned

Hagerty Consulting, Inc.

(Firm Name)



(Authorized Representative)

Katie Freeman, Director of Operations

(Printed or Typed Name)

ADDRESS 1618 Orrington Avenue, Suite 201

COUNTY, STATE, ZIP Cook County, Evanston, IL 60201

E-MAIL ADDRESS Katie.Freeman@hagertyconsulting.com

TELEPHONE 847-492-8454, ext. 119

FAX 847-859-1710

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 11/19 Initials JK

Addendum #2 dated 11/22 Initials JK

Addendum #3 dated _____ Initials _____

RECEIVED

2019 DEC 12 AM 10:01

PURCHASING DIVISION
LEON COUNTY

EQUAL OPPORTUNITY / AFFIRMATIVE ACTION STATEMENT

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: 

Title: Katie Freeman, Director of Operations

Firm: Hagerty Consulting, Inc.

Address: 1618 Orrington Ave Ste. 201, Evanston, IL 60201

INSURANCE CERTIFICATION FORM



RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability,
Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability,
Worker's Compensation & Employer's Liability.

Claims will be directed to Bradley R. Grining, Chief Operating Officer (person/agency) at
6018 Orrington Ave., Ste. 201, Evanston, IL (address/fax/e-,mail) for investigation and appropriate handling.
F: 847-859-1710 / E: Brad.Grining@hagertyconsulting.com

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 Bradley R. Grining Signature 
Typed or Printed
Date 11/26/2019 Title Chief Operating Officer
(Company Risk Manager or Manager with Risk Authority)

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating: **A**
Indicate Best Financial Classification: **XV**

Business Auto: Indicate Best Rating: **A**
Indicate Best Financial Classification: **XV**

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: **A**
Indicate Best Financial Classification: **XV**

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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS PRIMARY COVERED
TRANSACTIONS**

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil 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

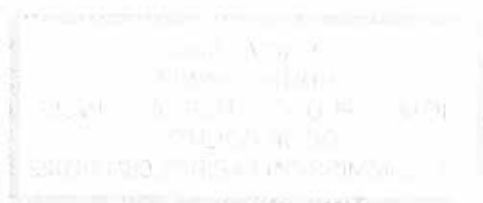
Katie Freeman, Director of Operations

Title

Hagerty Consulting, Inc.

Contractor/Firm

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS



RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Hagerty Consulting, Inc.

Signature:  Title: Director of Operations

STATE OF Illinois
COUNTY OF Cook

Sworn to and subscribed before me this 26th day of November, 2019.

Personally known ✓

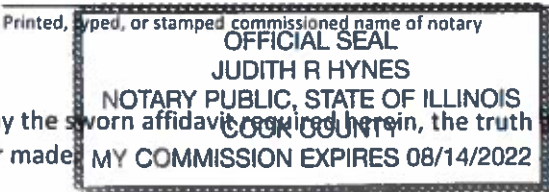

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Illinois

(Type of identification)

My commission expires: 08/14/2022



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.

NON-COLLUSION AFFIDAVIT

[Faint handwritten signature]

[Faint handwritten text]

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
NOTARY PUBLIC
COMMISSION EXPIRES 01/01/2021



RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

NON-COLLUSION AFFIDAVIT

I, Bradley R. Grining of the County of Cook
according to law on my oath, and under penalty of perjury, depose and say that:

- 1. I am Chief Operating Officer
of the firm of Hagerty Consulting, Inc.

in response to the Request for Proposals for:

Disaster Recovery Consultant Services
~~Research Services for the Division of Tourism~~ for Leon County, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Bradley R. Grining
(Signature of Responder)

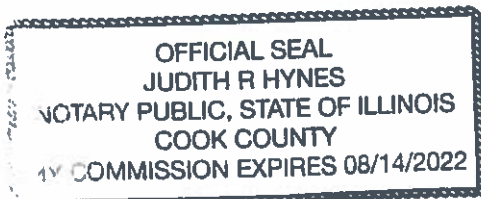
11/26/2019
(Date)

Illinois
STATE OF ~~FLORIDA~~
COUNTY OF Cook

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Judith Hynes who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 26th day of November 2019.

Judith Hynes
NOTARY PUBLIC

My Commission Expires: 08/14/2022



DRUG FREE WORKPLACE

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Hagerty Consulting, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Responder's Signature

11/26/2019

Date

RFP ATTACHMENT A – ADDITIONAL FEDERAL TERMS AND CONDITIONS

Attachment A
ADDITIONAL FEDERAL TERMS AND CONDITIONS

1. DISPUTES/REMEDIES

Any dispute concerning performance of the Contract resulting from this solicitation shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County Purchasing Director. The Purchasing Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager. The Purchasing Director's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties.

2. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
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vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. COPELAND ANTI-KICKBACK ACT

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages.** Leon County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
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5. NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS

- a. General. Leon County, Florida is using Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA-XXXX-XX, FEMA requires the State of Florida provide various financial and performance reporting.
 - 1) It is important that the contractor is aware of these reporting requirements, as Leon County, Florida may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
 - 2) Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement and could result in loss of Federal financial assistance awarded to fund this contract.
- b. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
 - 1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 - 2) 44 C.F.R. § 13.41 (Financial Reporting)
 - 3) 44 C.F.R § 13.50(b) (Reports)
 - 4) 44 C.F.R. § 206.204(f) (Progress Reports)
 - 5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
 - 6) FEMA-State Agreement

6. ACCESS TO RECORDS

- a. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

7. RETENTION OF RECORDS

The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the State of Florida, Leon County Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
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8. CLEAN AIR ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9. ENERGY EFFICIENCY/CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the "Energy Policy and Conservation Act."

10. FEDERAL WATER POLLUTION CONTROL ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

11. SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hagerty, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Katie Freeman, Director of Operations

Name and title of Contractor's Authorized Official

11/26/2019

Date

RFP Title: Request for Proposals for Disaster Recovery Consultant Services
Proposal Number: BC-12-05-19-16
Opening Date: December 5, 2019 at 2:00 PM

13. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired –
- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

14. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The contractor will comply will all applicable local, state, and federal law, regulations, executive orders, policies, procedures, and directives, to include 2 CFR 200.326 and 2 CFR 200, Appendix II, as applicable.

16. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

RFP: Disaster Recovery Consultant Services
RFP NUMBER: BC-12-05-19-16

EVALUATION CRITERIA	MAX PTS	AC Disaster Consulting			Blue Sky Florida The Integrity Group			Ernst & Young, LLP			Guidehouse, Inc.			Hagerty Consulting, Inc.			Kinne Associates, LLC			Thomas Howell Ferguson P.A. CPAs			Wheeler Emergency Management Consulting, LLC			Witt O'Brien's, LLC		
		M	S	R	M	S	R	M	S	R	M	S	R	M	S	R	M	S	R	M	S	R	M	S	R	M	S	R
1. Corporate Background/Executive Summary	15	10	15	15	13	10	15	10	10	15	9	14	15	13	14	15	5	8	15	10	12	15	12	13	15	7	13	15
2 Business Experience	20	11	18	15	17	15	10	8	14	17	10	18	10	18	18	20	12	12	10	15	10	15	11	12	10	5	14	15
3. Resources and Key Project Personnel	20	13	20	18	17	16	15	12	15	15	10	20	10	19	20	20	10	10	15	15	10	15	13	12	10	11	13	10
4. Project Approach	30	20	30	20	25	22	18	20	15	25	20	25	20	25	28	28	12	20	20	23	20	15	21	20	15	11	18	15
5. Cost/Fee	15	3.56	3.56	3.56	15	15	15	5.06	5.06	5.06	6.13	6.13	6.13	9.67	9.67	9.67	3.62	3.62	3.62	5.81	5.81	5.81	8.42	8.42	8.42	6.83	6.83	6.83
	100	57.6	86.6	71.6	87	78	73	55.1	59.1	77.1	55.1	83.1	61.1	84.7	89.7	92.7	42.6	53.6	63.6	68.8	57.8	65.8	65.4	65.4	58.4	40.8	64.8	61.8
		71.89			79.33			63.73			66.46			89.00			53.29			64.14			63.09			55.83		
		3			2			6			4			1			9			5			7			8		

Evaluation Committee:


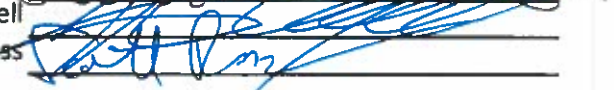

Scott Ross

Roshaunda Bradley

Mathieu Cavell

Disaster Recovery Consultant Services Interview Ranking Summary Sheet
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Vendor/Reviewer	Roshaunda Bradley	Mathieu Cavell	Scott Ross	Total Score
AC Disaster Consulting	2	2	3	2.33
Blue Sky Florida/The Integrity Group	3	3	2	2.67
Hagerty Consulting, Inc.	1	1	1	1.00

Roshaunda Bradley 
Mathieu Cavell 
Scott Ross 

**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

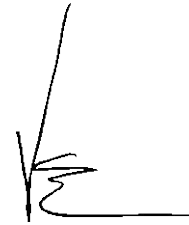
Agenda Item #10

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Update of Community Development Block Grant Policies



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Human Services & Community Partnerships
Lead Staff/ Project Team:	Matthew G. Wyman, Housing Services Manager

Statement of Issue:

This agenda item seeks Board adoption of the proposed Community Development Block Grant (CDBG) Policies required to participate in the Small Cities Community Development Block Grant process and to correspondingly repeal outdated existing County Policies.

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

- Option #1: Adopt the proposed, new “Anti-Displacement and Relocation Plan for the Community Development Block Grant” Policy (Attachment #1) and adopt the associated Resolution (Attachment #2).
- Option #2: Adopt the proposed, new “Citizen Participation and Complaint Plan for the Community Development Block Grant” Policy (Attachment #3) and adopt the associated Resolution (Attachment #4).
- Option #3: Approve the repeal of Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation” (Attachment #5), and Policy No. 02-04 “Down Payment Assistance” (Attachment #6).

Report and Discussion

Background:

This agenda item seeks Board adoption of the proposed, new “Anti-Displacement and Relocation Plan for the Community Development Block Grant” Policy and the proposed, new “Citizen Participation and Complaint Plan for the Community Development Block Grant” Policy required to participate in the Small Cities CDBG process, and authorization to repeal Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation” and Policy No. 02-04 “Down Payment Assistance”. These actions serve to eliminate redundant policies and align County policy with applicable state rules and laws. In addition, adoption of the proposed CDBG policies will prepare the County to participate in the next Small Cities CDBG funding cycle which is expected to open later this spring. Florida Department of Economic Opportunity (DEO), the agency that administers these grants, has reviewed the proposed Anti-Displacement and Relocation Plan Policy and provided preliminary approval subject to the Board’s adoption.

The County is dedicated to increasing and preserving the stock of affordable housing in the community. The State Housing Initiative Partnership (SHIP) is the primary source of funding for the County’s housing program. Additionally, in previous years, the County has applied and been awarded federal funding through the DEO Small Cities CDBG program for the rehabilitation of housing for low-income residents in the unincorporated areas.

The DEO’s Small Cities CDBG is a competitive grant program that provides federal funding to small and rural local governments for development needs in four categories: Housing Rehabilitation; Neighborhood Revitalization; Commercial Revitalization; and Economic Development. Leon County was last awarded CDBG funding in the amount of \$750,000 in September 2014 within the Housing Rehabilitation category.

Currently, Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation” addresses the eligibility criteria for housing programs and services that are funded through SHIP and CDBG as well as incorporates an anti-displacement and relocation plan. Policy No. 02-04 “Down Payment Assistance” addresses the criteria for the County’s Down Payment Assistance program; although the policy refers to the Housing Finance Authority of Leon County, the current Down Payment Assistance program is funded by SHIP.

The Florida Statutes that established the SHIP program, and the DEO, which administers CDBG, require the County to adopt housing assistance plans that establish the criteria for income eligibility, project eligibility, project maximums, and loan terms for housing services such as down payment assistance and housing rehabilitation (Attachments #7 and #8). The housing assistance plans are approved by the Board and serve as the policy for the utilization of SHIP and CDBG funds respectively. As a result, Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation” and Policy No. 02-04 “Down Payment Assistance” are redundant and inconsistent with the housing assistance plans adopted by the Board in some instances.

Analysis:

In order to prepare for the opportunity to apply for the next CDBG funding cycle, which is expected to open later this spring, staff contacted the DEO to review current County policies. At that time, DEO staff shared that the County's Anti-Displacement and Relocation Plan as well as the Citizen Participation and Complaint Plan are required to be adopted by the Board separately, as stand-alone policies that would govern all categories of CDBG funding (i.e. housing rehabilitation, neighborhood revitalization, commercial revitalization, and economic development). Currently, the citizen participation plan and the complaint plan are included as part of the internal procedures of the County's Division of Housing Services and only apply to CDBG funding for housing rehabilitation projects.

The purpose of an anti-displacement and relocation plan is to establish the County's commitment to minimize adverse impacts of CDBG projects on persons of low- and moderate-income and describes the conciliatory measures necessary if activities adversely impact citizens. The proposed, new "Anti-Displacement and Relocation Plan for the Community Development Block Grant" Policy and the "Citizen and Complaint Plan for the Community Development Block Grant" Policy reflect the template that was provided by DEO; are in accordance with state and federal law; and includes procedures to notify citizens that may be displaced by a CDBG project as required by federal law. DEO has reviewed the proposed Anti-Displacement and Relocation Plan Policy and provided preliminary approval subject to the Board's adoption.

The primary objective of a citizen participation plan is to provide low- and moderate-income citizens, an opportunity to participate in the planning, implementation, and assessment of CDBG funded programs and projects. A citizen complaint plan provides a means by which persons may file complaints of substandard workmanship and complaints of discrimination in housing rehabilitation projects and/or U.S. Department of Housing and Urban Development assisted contracts. Are presently included as two separate documents in the internal procedures of the County's Division of Housing Services. The Citizen Participation Plan was last approved by the Board in 2002, and the Citizen Complaint Plan, was last approved by the Board in 2014 (Attachments #9 and #10).

The proposed "Citizen Participation and Complaint Plan for the Community Development Block Grant" Policy consolidates the Citizen Participation Plan and the Citizen Complaint Plan into one policy as suggested by DEO. The Policy reflects the County's continued effort to engage citizens in the CDBG funding process, which includes the establishment of the Citizens Advisory Task Force (CATF), multiple public hearings and a citizen's complaint procedure for CDBG projects. On January 16, 2020, the CATF reviewed the proposed Policy for Citizen Participation and Complaint Plan and recommended the Policy be approved by the Board.

DEO advises that the proposed, new CDBG policies be adopted by the Board for consideration of future funding from any of the four CDBG funding categories. The CDBG policies would be applicable to only CDBG funded activities and not countywide operations.

Additionally, the SHIP and CDBG Housing Assistance Plans are adopted by the Board and serve as the policy for the utilization of funds respectively. To eliminate redundancy and inconsistency

with the Housing Assistance Plans as well as the proposed, new “Anti-Displacement and Relocation Plan for the Community Development Block Grant” Policy, staff recommends that the Board repeal Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation” and Policy No. 02-04 “Down Payment Assistance”.

Options:

1. Adopt the proposed “Anti-Displacement and Relocation Plan for the Community Development Block Grant” Policy (Attachment #1) and adopt the associated Resolution (Attachment #2).
2. Adopt the proposed “Citizen Participation & Complaint Plan for the Community Development Block Grant” Policy (Attachment #3) and adopt the associated Resolution (Attachment #4).
3. Approve the repeal of Board Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation” (Attachment #5), and Board Policy No. 02-04 “Down Payment Assistance” (Attachment #6).
4. Do not adopt the proposed “Anti-Displacement & Relocation Plan for the Community Development Block Grant” Policy.
5. Do not adopt the proposed “Citizen & Complaint Plan for the Community Development Block Grant” Policy.
6. Do not approve the repeal of Board Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation” and Board Policy No. 02-04 “Down Payment Assistance”.
7. Board direction.

Recommendations:

Options #1, #2 and #3

Attachments:

1. Proposed Anti-Displacement and Relocation Plan Policy
2. Resolution approving the Anti-Displacement and Relocation Plan Policy
3. Proposed Citizen Participation and Complaint Plan Policy
4. Resolution approving the Citizen Participation and Complaint Plan Policy
5. Policy No. 99-5 “State Housing Initiatives Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-Displacement and Relocation”
6. Policy No. 02-04 “Down Payment Assistance”
7. State Housing Initiative Partnership Local Housing Assistance Plan
8. Community Development Block Grant Housing Assistance Plan
9. Citizen Participation Plan
10. Citizen Complaint Plan

**Board of County Commissioners
Leon County, Florida**

Policy No. 20-__

Title: Anti-Displacement and Relocation Plan for the Community Development Block Grant

Date Adopted: February 11, 2020

Effective Date: February 11, 2020

Reference: Housing and Community Development Act of 1974, as amended; 24 CFR 42.325; 24 CFR 42.325 and 24 CFR 570.440 (1).

Policy Superseded: Section 4 of Policy No. 99-5 “State Housing Initiative Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-displacement and Relocation”

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a policy entitled “Anti-Displacement and Relocation Plan for the Community Development Block Grant” is hereby adopted, to wit:

I. DISPLACEMENT AVOIDANCE

LEON COUNTY, FL, a Political Subdivision of the State of Florida, known hereunder as Leon County, is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. Leon County will also provide information to and keep citizens involved in the process regarding pending land use changes, and zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner that avoid displacement of households or business.

However, “voluntary” relocation (temporary or permanent) may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displaced. Voluntary relocation may also occur when a property owner voluntarily offers his home or business property for sale to Leon County. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will

govern the actions of Leon County and/or its representatives. 24 C.F.R. Part 570 is a governing document on displacement and is incorporated by reference. 49 C.F.R. Part 24 provides Uniform Relocation Act information and is incorporated by reference. As it pertains to Leon County Tenant Assistance, and Real Property Acquisition Plan, the U.S. Department of Housing and Urban Development Handbook #1378, shall be adopted in its entirety as a part of this policy as amended.

II. DEFINITIONS OF “STANDARD” AND “NON-STANDARD SUITABLE FOR REHABILITATION” DWELLING UNIT CONDITION

In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and/or relocation as defined in 24 C.F.R. Part 570 and 49 C.F.R. Part 24.

A. Standard Condition

A dwelling unit is considered “standard” if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with applicable county housing and occupancy codes; be structurally sound, watertight, and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

1. A safe electrical wiring system adequate for lighting and other normal electrical devices.
2. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall, all in good working order and properly connected.
3. An appropriate, sanitary and approved source of hot and cold potable water.
4. An appropriate, sanitary and approved sewage drainage system.
5. A fully usable sink in the kitchen, attached to a potable water source.
6. Adequate space and service connections for a stove and a refrigerator.
7. An unobstructed egress to a safe, open area at ground level.
8. Contain a heating system capable of sustaining a healthful temperature.
9. Have no barriers which would preclude ingress or egress if the occupant is handicapped.
10. Meet the Section 8 Housing Quality Standards.
11. Comply with the lead-based paint requirements of 24 C.F.R. Part 35.
12. Meet the requirement of the local existing Housing Code.

Failure to meet any of these criteria automatically causes a dwelling to not be considered “standard.”

B. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, does not comply with the adopted existing housing code, has minor defects which require a certain amount of correction but can still provide safe and adequate shelter, does not meet the HUD Section 8 Housing Quality Standards, or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up.

This criterion is arbitrary; however, Leon County may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case-by-case basis by vote of the Commission. Each deviation so approved must be thoroughly documented.

III. PERMANENT, INVOLUNTARY DISPLACEMENT

Leon County will provide reasonable relocation assistance to persons (families, individuals, businesses and nonprofit organizations) displaced (moved permanently and involuntarily) as a result of the use of CDBG/federal assistance to acquire or substantially rehabilitate property. Assistance to displaced persons may include: a) Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies. The documents shall be submitted prior to the disbursement of payment; b) Advisory services necessary to help in relocating; and c) A tenant or owner-occupant permanently and involuntarily displaced from a dwelling is entitled to payment equal to 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the estimated average monthly cost for a comparable replacement dwelling.

A. Provisions for One-for-One Replacement

Leon County will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 C.F.R. Part 570. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project based-assistance. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within Leon County
2. The units will meet all applicable local building code, housing, building, and zoning ordinances and will be in standard, or better condition.

3. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only).
4. The units will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expending CDBG/federal funds that will directly result in such demolition or conversion, the local government will make public and submit to the Florida Department of Economic Opportunity and/or the U.S. Department of Housing and Urban Development the following information in writing:

1. A description of the proposed assisted activity.
2. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for low/moderate-income dwelling units as a direct result of the assisted activity.
3. A time schedule for commencement and completion of the demolition or conversion.
4. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
5. The source of funding and a time schedule for the provision of replacement dwelling units. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
6. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

B. Provisions for Relocation Assistance for Residential Displacement

Leon County will provide relocation assistance, as described in 24 C.F.R. Part 570, to each low/moderate-income household involuntarily displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of CDBG/federally assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.
2. Advisory services

3. Reimbursement for reasonable and necessary security deposits and credit checks.
4. Interim living costs.
5. Replacement housing assistance which may include a Section 8 housing voucher/ certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

C. Notice of Displacement

As soon as feasible, a person scheduled to be displaced shall be furnished with a general written description of the displacing Agency's relocation program which does at least the following:

1. Informs the person that he or she may be displaced for the project and generally describes the relocation payment(s) for which the person may be eligible, the conditions of eligibility, and the procedures for obtaining the payment(s).
2. Informs the displaced person that he or she will be given reasonable relocation advisory services.
3. Informs the displaced person that he or she will not be required to move without at least 90 days advance written notice, and informs any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available
4. Informs the displaced person that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.
5. Describes the displaced person's right to appeal the Agency's determination as to a person's eligibility for assistance.

D. Provisions for Non-Residential Relocation

Businesses, non-profit organizations. etc., shall not be relocated unless the move is voluntary, essential to the project from the public review, and the owner waives higher rights under the Uniform Act, except for the following relocation assistance:

1. Actual moving and reasonable re-establishment expenses not to exceed \$10,000, equal to a pro rata share for the period of interruption of operations of the annual net earnings. Average annual net earnings are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced.
2. No other benefits will be provided and a signed waiver acknowledging that fact will be required.

IV. TEMPORARY, VOLUNTARY DISPLACEMENT AND RELOCATION

A. Persons occupying housing which are to be rehabilitated using CDBG/federal funds must voluntarily agree to inclusion in the program and shall temporarily vacate the housing at the direction of the County (or its designated agency) in order to facilitate the safe, timely and economical rehabilitation process.

1. A total moving allowance of \$1500.00 will be provided to each family unit so displaced. This allowance will be provided in two installments of \$750.00. The first upon move out and the final upon reoccupation. The \$1,500 allowance accounts for the storage and insurance allowances discussed in (2) & (3).
2. A storage allowance of up to \$300.00, included in the \$1,500 moving allowance, will be provided to each family unit displaced.
3. Insurance cost of up to \$100.00, included in the \$1,500 moving allowance, for the replacement value of the household property in connection with the move will be provided each family unit displaced.
4. Leon County may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by Leon County, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$100 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean and undamaged condition. The deposit refund shall be denied in full or in part for payment of damages to the owner/lessee due to the occupants':
 - a. failure to properly clean or maintain the unit;
 - b. physical damage to the unit;
 - c. loss of keys to the units; or
 - d. need for any special condition such as fumigation.
 - e. A \$25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by Leon County.

V. PERMANENT, VOLUNTARY DISPLACEMENT AND RELOCATION.

If it is determined by Leon County that the occupants of a dwelling should be permanently relocated and the occupants voluntarily consent, the courts will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to increases in monthly housing costs incurred by the occupant in an amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 C.F.R. Part 570 must be consulted to determine specific limitations. Payment of relocation benefits for housing assistance will be spread over 60 months (or 42 months for non-LMI relocatees).

VI. TENANT ASSISTANCE POLICY / FEDERAL RENTAL REHABILITATION PROGRAM

- A. It is not the local government's policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rehabilitation funds will not be used to rehabilitate the rental units if the rehabilitation will cause the permanent displacement of LMI families.
- B. If it becomes necessary for an owner to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered a decent, safe and sanitary dwelling unit at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant a decent, safe, sanitary and affordable unit and the tenant has declined the offer.
- C. Should temporary displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap, or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.
- D. Leon County shall provide federal preference to any qualified LMI family subject to relocation. Where Section 8 Housing vouchers are available, such preference will apply.
- E. Where required, compensation to obtain replacement housing shall not exceed \$1,000.00 threshold. Should such projected compensation to the tenant exceed this threshold, consideration shall be given to not performing the demolition rehabilitation which would cause the displacement.

VII. DISPLACEMENT OF HOMEOWNERS

When rehabilitation of the dwelling is not feasible or cost effective, demolition of a house with CDBG/federal funds may be considered only as a voluntary action by the homeowner.

Although homeowners have a right to assistance as previously discussed, CDBG/federal funds available for relocation assistance are limited. Therefore, financial assistance shall not exceed that described in accordance with 49 C.F.R. 24.401 and the regulations under U.S. HUD Handbook 1378.

VIII. APPEALS / COUNSELING

- A. If a claim for assistance is denied by Leon County, the claimant may appeal, where applicable to either the State of Florida or U.S. Department of Housing and Urban Development, and their decision shall be final unless a court determines the decision was arbitrary and capricious.
- B. Counseling will be provided to displacees in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by Leon County or its designated agency to permanently ensure that:
 - 1. No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.
 - 2. Displaces receive information concerning the full range of housing opportunities within the local housing market.

LEON COUNTY RESOLUTION NO. 20-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE ANTI-DISPLACEMENT AND RELOCATION PLAN FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AS REQUIRED BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Leon County is eligible to apply and receive funding under the Small Cities Community Development Block Grant, hereinafter referred to as the CDBG program; and

WHEREAS, the Florida Department of Economic Opportunity requires local governments to adopt an Anti-Displacement and Relocation Plan; and

WHEREAS, the Anti-Displacement and Relocation Plan was approved by the Florida Department of Economic Opportunity; and

WHEREAS, in that plan, the County establishes all reasonable efforts to ensure that activities undertaken through the use of the CDBG program and/or other federal funding will not cause unnecessary displacement or relocation of a household or business.

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

Section 1. Adoption of the Anti-Displacement and Relocation Plan for CDBG.

The Board of County Commissioners of Leon County hereby adopts Anti-Displacement and Relocation Plan, as attached and incorporated hereto for submission to the Florida Department of Economic Opportunity.

1 **Section 2. County Administrator Designation and Authority.**

2
3 The County Administrator is hereby designated and authorized to execute any documents and
4 certifications required by the Florida Department of Economic Opportunity as related to the CDBG
5 Anti-Displacement and Relocation Plan, and to do all things necessary and proper to carry out the term
6 and conditions of said program.

7 **Section 3. Effective Date.**

8
9 This resolution shall have effect upon adoption.

10
11 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
12 Florida, this 11th day of February 2020.

13
14 LEON COUNTY, FLORIDA

15
16
17 By: _____
18 Bryan Desloge, Chairman
19 Board of County Commissioners
20

21 ATTESTED BY:
22 Gwendolyn Marshall, Clerk of Court
23 & Comptroller, Leon County, Florida
24

25
26 By: _____
27

28 APPROVED AS TO FORM:
29 Leon County Attorney's Office
30

31
32 By: _____
33 Herbert W. A. Thiele, Esq.
34 County Attorney
35

**Board of County Commissioners
Leon County, Florida**

Policy No. 20 -

Title: Citizen Participation and Complaint Plan for the Community Development Block Grant

Date Adopted: February 11, 2020

Effective Date: February 11, 2020

Reference: Section 104 of the Housing and Community Development Act; 24 Code of Federal Regulations 570; Florida Administrative Code 73c-23, Small Cities Community Development Block Grant Program

Policy Superseded: N/A

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a policy entitled "Citizen Participation and Complaint Plan for the Community Development Block Grant" is hereby adopted, to wit:

CITIZEN PARTICIPATION PLAN

OVERALL GOAL

The purpose of this Plan is to ensure an adequate opportunity for community-wide participation in the planning, development, implementation and performance evaluation activities related to the Leon County's Community Development Block Grant (CDBG) Program.

I. GENERAL REQUIREMENTS

In order to provide citizens with information concerning the CDBG program, Leon County (County) will take the following actions:

- A. Make available to the public, in a reasonable and timely manner, information concerning the amount of funds available, the range of activities that may be undertaken and anticipated grant award and program income amounts.
- B. Make available to the public, proposed CDBG activities likely to result in displacement, if any.

- C. Technical assistance shall be available to any party representative of low to moderate income persons requesting assistance for developing a proposal for the CDBG, in accordance with the procedures developed by the State, including actions to affirmatively further fair housing.
- D. Provide citizens with reasonable advance notice of changes to the grant application related to the purpose, scope, location, or beneficiary criteria.
- E. Consider any comments and views expressed by citizens on the proposed application and, if appropriate, modify the proposed application.
- F. Hold at least one Public Hearing to obtain the views of citizens on the final application prior to its submission to the Florida Department of Economic Opportunity.

II. CITIZENS ADVISORY TASK FORCE

Leon County shall establish a Citizens Advisory Task Force (CATF) in accordance with state and federal laws to gather and provide citizen input on the planning, implementation, and assessment of the County's CDBG program. The County shall establish bylaws to govern the CATF.

Through the CATF, the Board assures representation of varied segments of the community. The diverse representation provides an overall community-wide perspective relative to CDBG information, programmatic suggestions and complaints.

The CATF meetings shall be open to the general public. These meetings are readily accessible to interested parties and the local media.

III. PUBLIC HEARINGS, NOTICES AND MEETINGS

In accordance with state and federal laws and requirements, a public hearing shall be held to determine eligible projects that the County may considered for CDBG funding requests and a public hearing to review and consider a CDBG application prior to submittal.

Citizens will be provided adequate notice of public hearings, which are to be held at times and locations convenient to potential or actual beneficiaries, and with accommodations for the handicapped. A public notice of the public hearing to be held shall:

1. be published through an advertisement in a local newspaper of general circulation at least five days but not more than 30 days prior to the public hearing; and
2. be conducted by a member of the Local Government.

To ensure accessibility, hearings will be held at the following locations: County Commission Chambers - Leon County Courthouse, Tallahassee, FL or Leon County Office of Human Services & Community Partnerships.

IV. ACCESS TO PUBLIC INFORMATION

All program information will be available for inspection by interested citizens, including, at a minimum, CDBG Advisory Task Force meeting minutes, CDBG Application, Housing Assistance Plan(s), CDBG Program Regulations, Guidelines and Operating Procedures, Quarterly Status Reports, Anti-Displacement and Relocation Plan, and the Citizen Participation Plan. These documents are available during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.) at the Leon County Courthouse currently located at 301 South Monroe Street and the County's public website. This information will be available at no charge.

In addition, specific information will be disseminated and technical assistance activities will be undertaken to inform the low/moderate income persons residing in the CDBG Target Area. Such activities include neighborhood meetings at community centers, churches or other convenient locations, community outreach by County staff, direct contact by CATF, and written information concerning the program. These activities provide excellent opportunities for interaction in a neutral setting between staff, CATF, and those residents served by the program, whereby citizen views and recommendations are strongly encouraged.

V. BILINGUAL OPPORTUNITES

If a significant number of non-English speaking residents could reasonably be expected to attend a public hearing, an interpreter will be provided for the language expected to be represented.

VI. RESPONSE TO PROGRAM INQUIRIES

All inquiries concerning the CDBG program will be promptly answered either by electronic mail, telephone, personal contact, or in writing. All written inquiries will be answered in writing. The response period should not exceed fifteen (15) working days from the date of receipt of the inquiry by the County.

CITIZEN COMPLAINT PLAN

I. CITIZEN COMPLAINT POLICY

It is a policy of the U.S Department of Housing and Urban Development (HUD), the Florida Department of Economic Opportunity (DEO) and Leon County to provide a means by which

persons may file complaints of substandard workmanship and complaints of discrimination in housing and/or HUD assisted contracts.

- A. Therefore, it is the policy of Leon County to enforce nondiscrimination practices in program policy, procedures or performance and to assure quality workmanship.
1. Any person that feels that he/she has been discriminated against because of race, color, religion, sex, national origin, age or physical handicap, sexual orientation, or has a complaint concerning quality of workmanship should contact the Housing Services Manager in the Office of Human Services and Community Partnerships.
 2. All complaints should be filed with the County at the official address of the local government within forty-five (45) calendar days of the alleged unlawful practice. The address and phone number of the local government shall be the Leon County Courthouse, 301 South Monroe Street, 5th floor Tallahassee, Florida 32301 and (850) 606-5300.
 3. Upon receipt of the complaint, notice of the same will be served in writing by certified mail, return receipt requested, upon the individual(s) and/or company against whom the complaint has been filed. The County shall investigate the complaint/grievance and respond with written findings and determinations within 30 working days although conclusion of the matter may take more than 30 working days.
 4. Within ten (10) working days after service of said findings and determinations, either party may request a hearing if they are not satisfied.
 5. When a hearing is requested by either party, the appropriate hearing officer, appointed by the County Administrator, will conduct the hearing in accordance with applicable laws, procedures and regulations.
 6. Within ten (10) working days after the hearing, a decision will be rendered by the hearing officer and all necessary parties notified of the determination.
 7. The determination of the appropriate hearing officer will be submitted to the CATF for determination. The CATF has the authority to uphold, rescind or reverse the determination of the hearing officer.
 8. An appeal of the CATF determination can be filed by either party with the Leon County Board of County Commissioners no later than one hundred eighty (180) days after the occurrence of the alleged unlawful practice.
 9. Nothing in this policy prohibits a person from filing a complaint with the U.S. Department of Housing and Urban Development or any regulatory agency or court.
 10. Housing discrimination complaints may be filed directly by calling the discrimination hotlines.

State: 1-800-424-8590

HUD: 1-800-342-8170

1 **Section 2. County Administrator Designation and Authority.**
2

3 The County Administrator is hereby designated and authorized to execute any documents and
4 certifications required by the Florida Department of Economic Opportunity as related to the CDBG
5 Citizen Participation and Complaint Plan, and to do all things necessary and proper to carry out the
6 term and conditions of said program.

7 **Section 3. Effective Date.**
8

9 This resolution shall have effect upon adoption.

10
11 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
12 Florida, this 11th day of February 2020.
13

14 LEON COUNTY, FLORIDA
15

16
17 By: _____
18 Bryan Desloge, Chairman
19 Board of County Commissioners
20

21 ATTESTED BY:
22 Gwendolyn Marshall, Clerk of Court
23 & Comptroller, Leon County, Florida
24

25
26 By: _____
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28 APPROVED AS TO FORM:
29 Leon County Attorney's Office
30

31
32 By: _____
33 Herbert W. A. Thiele, Esq.
34 County Attorney

Board of County Commissioners
Leon County, Florida
Policy No. 99-5

Title: State Housing Initiative Partnership (SHIP) and Community Development Block Grant (CDBG) Local Rehabilitation, Anti-displacement and Relocation

Date Adopted: November 30, 1999

Effective Date: November 30, 1999

Reference: 49 Code of Federal Regulations, Section 570.495; Chapter 9B-43, Florida Administrative Code; and Florida Small Cities Community Development Block Grant Program Act, Sections 290.0401--049, Florida Statutes.

Policies Superseded: Community Development (CDBG) Rehabilitation, Anti-Displacement and Relocation, 09/10/96 and 02/11/97 revision

It shall be the policy of the Board of County Commissioners of Leon County, Florida that Policy 97-8, adopted by the Board of County Commissioners on September 19, 1993 and amended July 9, 1996 and February 11, 1997, is hereby superseded and a new policy adopted in its place, to wit:

Section 1 PURPOSE

Leon County has undertaken a housing program under the provisions of the Housing and Community Development Act of 1974 (Public Law 93-383), the State Housing Initiatives Partnership and other state and federal programs.

The Housing and Community Development Act of 1974 requires compliance with the relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act), and implementing regulations issued by the United States Department of Housing and Urban Development (HUD) (CFR Title 24, Part 42) when the acquisition of real property occurs.

The County wishes to provide a local policy covering all probable types of housing rehabilitation and relocation that may be necessary in accomplishing housing rehabilitation-related activities.

The County also wishes to implement the housing rehabilitation activities in accordance with a local policy, that provides parameters for program operation. This policy is not applicable to housing programs the County may implement with HOME or other funds intended for reconstruction, replacement or new construction. These programs will be governed by the applicable funding award agreement.

Section 2 CONFLICT OF INTEREST

Although addressed elsewhere in this policy, adherence to rules and regulations on this matter is mandatory. All applicants who may have a business or familial relationship with a member of the local governing body, the Housing Finance Authority, Affordable Housing Coordinator or Housing and Human Services Director, or any participating contractor must fully disclose this relationship at

the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed. In addition, the local governing body, the Housing Finance Authority members, and CDBG staff must disclose any relationship with an applicant and must abstain from any vote related to that applicant. Before a CDBG applicant with a potential or real conflict is given final approval for participation, the Department of Community Affairs (DCA) must approve the application in accordance with 24 Code of Federal Regulations, Section 570.489. If this process is not followed, the local government and/or the applicant may be liable for returning the funds to the program.

Section 3 REHABILITATION POLICIES

A. Goals - The County's Housing Rehabilitation Program goals are to:

1. Assure that the program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.).
2. Treat all participating property owners and contractors fairly with sensitivity and respect for their needs and in accordance with program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
 - a. That property owners hold the primary responsibility for maintaining their property and personal finances;
 - b. That contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees;
 - c. That any assistance provided must be authorized at the proper level.
4. Assure that no member of the Congress of the United States, the state of Florida Legislature, the Leon County Housing Finance Authority or the local governing body shall share in proceeds or benefits of CDBG or other program funded rehabilitation work.
5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standard and the Leon County Minimum Housing Code. Program rules may be waived by the local elected body when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations.
6. Provide assistance to low and very low income homeowners living in substandard single family housing located in unincorporated Leon County. The County will provide technical and financial assistance as needed to rehabilitate the owner occupied homes to meet HUD Section 8 Minimum Housing Quality Standards and the Leon County minimum housing code. Mobile or other forms of manufactured housing will not be eligible for assistance, and no rental or vacant property will be assisted. Exceptions may be made to provide housing rehabilitation assistance for eligible property owners to reoccupy or occupy houses that are vacant because the dwelling's

condition precludes occupancy if:

- a. The owner has owned the property for at least one year; or if not, then the owner can not have incurred any private mortgage indebtedness within the year of application, or if he/she has, then that indebtedness must be subordinated to the SHIP, HOME or CDBG mortgage;
- b. The owner does not own other property that is or could be occupied; and
- c. The owner agrees to abide by the requirement to occupy the rehabilitated house as his/her primary residence for the period of lien securing the rehabilitation funds beginning immediately upon completion of the rehabilitation work.

There will be no demolition of homes (other than removal of only a portion of the structure when necessary) and no new construction financed with CDBG funds. Programs other than CDBG may permit reconstruction, new construction and/or demolition and are governed by the appropriate grant and contract.

B. Homeowner Eligibility - In order for a homeowner to be eligible for housing rehabilitation assistance, the following criteria must be met:

1. Total household income must not exceed the very low to low income limits set by the HUD at the time assistance is provided. Moderate income families can only be served after all very low and low income families in the county who have applied for and who qualify for assistance have received assistance, and only by those programs that include the moderate income level.
2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Presumptive title for initial screening is normally evidenced by warranty deed, probated estate or divorce settlement documents which are recorded in public records. Ownership through life estate or trust is also considered acceptable for program participation. Clear title will be verified by an Ownership and Encumbrance (O & E) report.

If the property is owned jointly with persons who do not reside in the dwelling, the resident owner must obtain a notarized statement (the format to be provided by the County) from the nonresident owner(s) declaring that they:

- a. Do not reside in the dwelling, have not resided in the dwelling for at least one year prior to the statement (in order to avoid fraudulently denying that a person is a member of the household so the person's income is not included when determining household income eligibility), and will not reside in the dwelling for at least six months after completion of the rehabilitation.
- b. Will not interfere with the resident owner's occupancy of the dwelling nor attempt to obtain the resident owner's interest in the property during such occupancy as the primary residence.

- c. Will agree to execute the mortgage agreement with the owner occupant, which requires that the deferred payment loan principle must be repaid to the County in the event that the owner occupant ceases ownership or primary residency in the dwelling within five years of the date that the deferred payment loan is issued, or other terms as may be required by different programs.
- d. Concur with the owner occupant's right to execute a contract(s) for rehabilitation work on the property.
 3. The owner must reside in the dwelling to be rehabilitated at the time of application and when. Assistance may be provided on an exception basis to rehabilitate a vacant home so that the owner(s) can occupy the dwelling after the rehabilitation, as stated above. Assistance is available only for owner occupied primary residences, not for seasonal, vacation or other secondary residences.
 4. Mortgage payments, assessments and taxes must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
 5. The property must be covered by a homeowner's insurance policy for all insurable hazards (fire, wind, vandalism, etc.) for the full insurable value of the home prior to the County's solicitation of bids for work on the property. If the initial insurance is less than the proposed County mortgage amount, plus the balance of any existing mortgage or lien, the homeowner must show evidence of effort to purchase increased coverage totaling not less than the County's loan amount plus other encumbered amount(s) before the deferred payment loan is executed. If a binder is not available, the homeowner must obtain a letter from the insurance company verifying that the company is willing to write a hazard policy after the rehabilitation is complete. The homeowner's policy must be amended to name the County as mortgagee (non-escrow). The applicant must provide documentation of having flood insurance if the home is in the 100-year flood plain. The applicant is expected to maintain the flood and other hazard insurance for the duration of the mortgage. In CDBG funded cases where flood insurance is required, the applicant shall prepay the flood insurance premium prior to the execution of the deferred payment loan agreement, in an amount sufficient to extend coverage through the County's anticipated date of administrative closeout of the CDBG grant in order to assure compliance with the State's grant conditions.
 6. All applicants who may have a business or familial relationship with a member of the local governing body, the Housing Finance Authority, program staff or participating contractors must fully disclose this relationship at the time of application, at the point in time in which the conflict occurs and definitely before construction begins. Applicants will not be eligible for assistance unless the conflict is determined to have no bearing on eligibility and the DCA issues a waiver. Conflicts of interest with contractors will only require the contractor to abstain from bidding on the rehabilitation work for the home.
 7. If a land or plot survey is required, the owner is responsible for arranging for the necessary proof or documentation.

8. Houses that were constructed prior to 1945 and that may be historically significant may be rejected for assistance if the County determines that rehabilitation would not be cost effective due to the need to meet Secretary of the Interior Standards, or if obtaining Department of State approval of the rehabilitation would delay completion of the grant program.
9. Homes must meet all applicable codes (other than those which the rehabilitation will address) prior to approval of the application. This shall include, but not be limited to, care of premises and zoning.

C. Selection of Applicants

Housing rehabilitation will take place only on units approved by the County and in accordance with grant requirements established by the state of Florida. The County will use its existing waiting list of housing assistance applicants, which has been developed through several years of solicitations, referrals and word of mouth advertising for the HOME, SHIP and previous CDBG programs. New applications for assistance are accepted by the County on an ongoing basis.

The County will review applications received using the eligibility criteria listed in Paragraph B. If more applications have been received that are complete and meet all eligibility requirements than can be approved for award with available funds, applications will be prioritized using the following selection criteria:

1. A former housing rehabilitation assistance recipient cannot be assisted again for five years or until the expiration of his/her current assistance lien and should not be served again until all other eligible applicants have received assistance. Applicants who have received emergency repairs only under non-CDBG programs shall be ranked based on other criteria.
2. Very low income households shall be ranked higher than low income households.
3. Applicants whose homes evidence abuse, such as broken windows, screens torn excessively, or holes in walls or doors, and those whose property is strewn with debris, will be ranked below those whose homes evidence reasonable care,
4. Households with elderly, frail or disabled members, or with small children whose safety is in jeopardy, shall be given preference.
5. Applicants whose homes are located in flood plains shall be ranked below applicants whose homes are not located in flood plains.
6. Geographic distribution of recipients will not be a selection factor except as outlined in the application to DCA.

County staff shall apply the above criteria to rank applications received for housing rehabilitation and shall be responsible for the final rank order of applicants. Those applicants who are tentatively approved for assistance will move to the next step in the application process, which is the determination of the feasibility of the rehabilitation. Nothing in this policy shall prohibit the County

from rejecting an application upon submission or prior to verification of homeowner eligibility if the County has ready knowledge of factors, such as the structure's dilapidated condition, that would result in the eventual disqualification of the application after initial application steps were taken. The purpose of this clarification is to avoid wasting the time and money of the County and/or the homeowner in following prescribed steps when the County staff already know that the application must be rejected. The affordable housing coordinator shall rank and approve applicants for assistance. The division director will authorize the applications at the bidding stage and at the award stage. The Board of County Commissioners or their designee must approve each assistance award, consistent with the applicable County purchasing policy and subject to approval of the homeowner.

- D. **Structural Requirements:** In addition to owner eligibility, requirements for participation in the program for the dwelling are that the dwelling must be below Section 8 Minimum Quality Standards or the local Housing Code and be feasible for rehabilitation.

In order for a house to be considered feasible for rehabilitation, proposed construction must:

1. Correct all violations of the local housing code and Section 8 standards;
2. Correct any lead-based paint hazards (Lead-based paint will not be used in any rehabilitation of structures assisted by the program. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures.);
3. Meet applicable local zoning requirements as well as local, state and federal housing code requirements for rehabilitation work or general housing use requirements. Certain housing conditions that are not repair oriented may require the homeowner to make code improvements prior to participation in the program (i.e. nuisance, trash, environmental or health codes);
4. Leave a minimum of 20% of the original structure based upon the formula provided in this policy;
5. Not exceed a cost of \$37,000 in SHIP funds unless private funds are provided to cover the cost in excess of this limit;
6. When applicable, make the home accessible to disabled permanent occupants. NOTE: Air conditioners will only be provided with CDBG funds when a member of the household produces a letter from a medical doctor actively treating this person, specifically stating that the air conditioner is essential for medical reasons.

Rehabilitation requires that at least 20% of the original structure remain after construction based on the following percentages: The foundation and floor are considered 10% of the structure; the roof is considered to be 12% of the structure; the exterior walls are considered to be 60%. The walls and ceilings are considered 8%, the electrical system is considered to be 5%, and sanitary facilities are considered to be 5%. For example, if the roof must be replaced, the electrical system must be replaced and half of the sanitary system must be replaced, the calculation is that 19.5% of the structure must be replaced, leaving 69.5% of the original structure, indicating feasibility for rehabilitation. This calculation will be performed by the County's housing rehabilitation specialist and will be considered in submission of the unit for eligibility. Should significant deterioration occur between the assessment and the time the unit is scheduled for rehabilitation, the unit will be reevaluated for continued eligibility.

E. Cost Feasibility

The County's contribution toward the rehabilitation cost of a dwelling shall not exceed \$37,000 in any one or combination of program funds, excluding programs of reconstruction or new construction. The Division of Housing and Human Services will evaluate dwellings, homeowners, and the current budget status of the CDBG, SHIP and other applicable funding sources to determine the most appropriate funding source(s) for each individual rehabilitation project. Unless the County is restricted by the funding agency agreement, the rehabilitation contracts may be paid entirely from one program, or the cost may be split between two or more program grants. Additional funds, if any are required, must be provided by the applicant at the time of the County's award of assistance. Special exceptions to this policy may be made by the local governing body only when the excess cost is absolutely necessary to meet minimum code or accessibility requirements. In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In lieu of obtaining an appraisal of the after-rehabilitation value of a home, the County shall use the figure of \$50 per square foot as its standard after-rehabilitation value for all homes rehabilitated through the CDBG program. If the rehabilitation costs (including all contributions of funds) exceeds \$50, evidence of a higher after-rehabilitation value must be provided prior to approval of assistance.

F. Scope of Services Available - CDBG financing of housing rehabilitation shall be available for the following:

1. Correcting local housing code and Section 8 standard violations;
2. Providing cost effective energy conserving features;
3. Making the dwelling accessible to handicapped and elderly occupants as necessary; and
4. Correcting incipient health and/or safety violations, including replacement of dilapidated or malfunctioning stoves or refrigerators, repair/replacement of roofing that is not currently leaking but which has obviously reached the limit of its useful life, and removal of lead-based paint hazards.

New construction (adding a room, closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide space for bathroom facilities. General property improvements are eligible for program funds when necessary to obtain an adequate level of utility, to decrease high maintenance costs, or preserve a minimal amount of decoration. Examples of eligible property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unsightly floor covering and enclosure of a porch for use as a utility room or bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. For example, air conditioners are not eligible for CDBG program financing unless required for medical reasons. However, if the heating system must be replaced, the owner may pay the difference between the recommended heating system and a system that provides air conditioning as well. If the cost of a heat pump system is comparable to or less than the cost of an appropriate system that provides only heat, a heat pump system may be installed without a medical requirement for air conditioning. Other additional improvements, above those required to achieve minimum code standards are optional and at the owner's expense, and must be contracted separately between the owner and the contractor. Furthermore, any construction not covered in the construction contract will not be inspected by the County rehabilitation staff.

G. Housing Rehabilitation Financing

The Housing Rehabilitation Program provides financing to homeowners in the form of a mortgage loan, the amount of which shall include the accepted bid amount. The mortgage loans are conditional grants that are provided to low and very low income homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The mortgage involves a security instrument (lien) requiring repayment only if the homeowner sells or transfers ownership of the rehabilitated home, or ceases to use it as his/her primary residence within five years of the date of the mortgage. At end of the specified period, a satisfaction of lien will be executed by the County (which may be recorded by the owner at his/her expense), provided the homeowner has met the above conditions.

In the event that the sole owner dies or both/all original owner occupants die within the mortgage period, repayment of the loan will be required unless occupancy of the home is assumed by a low or moderate income (based upon federal definitions in effect at the time of occupancy) family member within 60 days of the owner's death. If the owner occupant permanently moves from the home into a health care facility, it shall not be considered a default of the loan agreement, unless the ownership is transferred through other than sale at a price at or near market value (the objective being to not facilitate the owner's transfer of assets as a method of fraudulently qualifying for Medicaid assistance). In the event that repayment of a mortgage loan becomes due, the principle balance will be due in full within thirty days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the elected body may, at its discretion, allow repayment of the mortgage loan over a term not to exceed ten years at a yield of not more than six percent per annum.

As a general policy, the rehabilitation cost initially contracted for each house shall be 5%-10% below the maximum available funds to allow for code conditions that could not be detected at the time of the inspection of the home and that must be corrected prior to completion.

The County hereby acknowledges that the objective of issuing CDBG or other funds in the form of a secured loan is to prevent profiteering and fraudulent use of funds, and that recovery of CDBG funds is not a goal of this program. Furthermore, if CDBG funds are recovered by the County through repayment of, the funds will be returned to the DCA. Therefore, the County will not attempt to add the cost of necessary rehabilitation change orders to the original loan issued to a homeowner.

H. Procedures:

During the homeowner application review stage or the feasibility review stage, the Division of Housing and Human Services will make a determination of eligibility for the dwelling and the owner. If either the owner or the structure does not meet the eligibility requirements, the division will reject the application with a letter of explanation. This letter must be sent to the owner within ten working days of determining the reason for rejecting the application.

During the feasibility review, the property will be reviewed to determine the following:

1. Location in a 100 year floodplain. If the property is in a floodplain, the Division must make a determination of probable cost and structural feasibility for meeting applicable

requirements for construction within a floodplain. The owner will also be required to agree to obtaining and maintaining adequate flood insurance.

2. Construction prior to 1947, with potential for historic significance. If this is a possibility, the cost feasibility of appropriate rehabilitation must be considered. If the Division anticipates that the cost may be within the program limits, original photographs and other information must be submitted to the Florida Department of State for a determination of historic significance and applicability of Secretary of the Interior Standards. If the home is ultimately approved, the Department of State must issue approval for the contract.
3. Section 8 and local housing code violations, and architectural barriers to the disabled.. The division staff will inspect the property using a checklist that includes the applicable criteria. If the property does not exhibit deficiencies, the application will be rejected for lack of need. The checklist will be utilized in developing a work write-up for the construction contract.
4. Other code violations. The owner will be informed of the violations of other codes such as abandoned vehicles and care of premises, and must correct them prior to approval of the application and prior to proceeding with development of the work write-up.
5. Structural integrity of the dwelling. The division staff will estimate the percentage of structural replacement that is necessary using the formula contained in this policy. If the structure requires more than 50% replacement according to the formula, the application must be rejected as not feasible for rehabilitation.
6. Estimated cost feasibility. The initial review will not include a detailed cost estimate, but the division staff may conclude at this time that the cost of rehabilitation is obviously beyond the program limits. Such a determination will be documented with a very rough estimate of costs sufficient to illustrate that the project will require additional funds from the owner, or that the costs will be above \$37,000 or \$50 per square foot. This finding will require consultation with the owner to determine the possibility of additional funding for feasible rehabilitation costs above the cost limit.
7. Apparent care of the property. The division staff will document apparent abuses of property, such as that which may be caused by children, animals or careless adult behavior. Normal wear and tear are not at issue. Evidence of code violations will be obtained to substantiate abuses.
8. Incipient hazards. If the person conducting the initial review believes the home may be feasible for rehabilitation, he/she may at that time expand the review to include a detailed inspection to identify conditions that may develop into problems or code violations in the near or immediate future.

For units that appear feasible for rehabilitation and the applicant is ranked high enough for potential funding, a work write-up and cost estimate is developed and must be approved by the owner prior to soliciting bids. The cost estimate for the job is considered confidential information until the bid

opening.

Prior to bidding, the decision must be made whether to require temporary displacement of the occupants of the home in order to facilitate the rehabilitation construction, and/or in order to protect their health and/or safety. The owner must also agree to vacate the property if the division orders the property to be vacated (see the temporary relocation policy below). Owners who refuse to cooperate in this matter may be disqualified from receiving assistance. The bid package will state the length of time, if any, that the property will be vacant. No homeowner will be required to vacate his/her home more than 60 days. The rehabilitation construction contract will require the contractor to pay the homeowner's temporary relocation expenses if the required relocation extends beyond that specified in the contract.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made at this point to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job. All projects will be formally bid and awarded to the lowest responsive and responsible bidder, subject to the following conditions:

1. No contractor will be awarded more than one bid unless and until he has satisfactorily completed one contract with the current housing rehabilitation program, or unless the County has adequate evidence from similar situations to verify the contractor's abilities to satisfactorily complete and finance multiple rehabilitation projects on schedule. An exception to this may be made in the initial bid package if an insufficient number of contractors participate in the bidding, but the division shall withhold the notice to proceed on the contracts as applicable.
2. No contractor may have more than five active contracts at one time.
3. If a contractor's performance on a current or recent contract is unsatisfactory (poor quality work, nonpayment of bills for labor or materials, behind schedule, abusive to owner/staff), the division shall withhold some or all contract awards as the division may deem appropriate to the situation. The division may also debar the contractor from program participation if determined appropriate, which may be appealed to the purchasing director.
4. No contractor may participate in the program if included in a local, state or federal list of debarred contractors which would be applicable to the program, or if the contractor fails to meet any eligibility criteria such as federal equal opportunity compliance, insurance, licensing.

The bidding process shall follow the County's procurement policy, or the division may elect to apply the following variation of policy:

1. All appropriately licensed contractors in Leon County may be notified that the County is implementing a housing rehabilitation program and soliciting qualified contractors. The County will conduct a contractor orientation meeting at which time the contractors will be briefed on the program in areas which involve construction (bidding, payment, federal requirements, inspections, etc.). The contractors will be

provided an application to be included on a list of eligible bidders.

2. Contractor applications will be reviewed and references checked by the housing rehabilitation staff and/or the Purchasing Department. Each contractor will be notified of the determination of his/her status. Those contractors who are approved for participation will be included on a list of eligible bidders. The contractor application process will be ongoing with no deadline, but contractors who have not completed the application process in time for approval will not be allowed to bid on a contract.
3. Homeowners will be shown the list of eligible bidders prior to soliciting bids for their contracts. If a homeowner has a serious objection to the potential of a particular contractor being awarded his/her contract, the Division of Housing and Human Services may authorize the contractor to be removed from the list of bidders for that contract. However, the homeowner's objection may not be based upon factors of race, color, sex, religion, national origin, familial status, disability or age.
4. In lieu of formal advertising, the solicitation of bids will be mailed to the eligible bidders as currently listed, pursuant to County procedures.
5. Appeals of any decision regarding bidding or eligibility shall be made in writing and received by the Purchasing Director within three days of the contested decision.

Regardless of the method of solicitation, all contractors must prove that they have insurance and licensing status according to the County's purchasing policy, acceptable performance and credit references, and are not on an applicable list of debarred contractors.

An amount will be specified for collection of liquidated damages in the event the contractor does not satisfactorily complete the work in the contract schedule, and provision will be made for the contractor to pay additional costs of the owner's temporary relocation (if applicable) due to the contractor's delay in completion. The division will develop the financing and construction documents for each rehabilitation case. The security instrument will be recorded immediately. The contractor's notice to proceed will not be issued until after the owner's three day right of recession has expired, and the owner's temporary relocation has occurred (if applicable). The County may also require the notice to proceed be delayed or revoked if other relevant issues arise that would impede the proper and timely execution of the work. Examples of this type of situation would include the contractor's failure to maintain required insurance, discovery by the County or the homeowner that the contractor was currently or in the recent past involved in a fraudulent business transaction or contract default, discovery by the County that the homeowner fraudulently received the loan which requires revocation of the funds, or termination of the grant by the state. A retainage of 10-20% will be held for up to 30 days following completion of the project, at the division's discretion, to ensure the completion of warranty work.

Periodic inspections of the rehabilitation work are performed by the local building inspector and the CDBG staff throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages. Inspection and approval of completed work must be conducted by the Department of Housing and Human Services prior to the

contractor's request for partial or final payment. The owner's approval of the work is also required when payment is requested. The owner may also notify the contractor_and/or division of any apparent deficiencies in the work at any time during construction. Any additions to, deletions from or changes in the rehabilitation contract work, time or price must be approved in a written change order before additional work is begun, and before the change is considered valid. The change order is executed by the owner and contractor and is approved by the Division of Housing and Human Services.

Contracts of \$6,000 or less will not be paid until the contractor has completed the job and obtained a certificate of completion. Contracts in excess of that amount may be paid through one partial payment upon completion of 50% to 70% of the work with a 20% retainage held until completion. The approval of a partial payment requires the following documentation:

1. Approval of the work by the homeowner;
2. Inspection and agreement by program staff;
3. An affidavit from the contractor stating that either (a) there are no claims for unpaid goods and services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their work up to the date of the request; or (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.
4. Approval of all work to date by the County building inspection staff. No more than 70% of the work will be compensated prior to the contractor meeting final payment requirements.

Final payment approval requires the following:

1. Acceptance of all work by the property owner and the Department of Housing and Human Services;
2. Submission of all manufacturer's and other warranties;
3. Final waivers of liens from all subcontractors and suppliers, all parties who were unpaid when the contractor received partial payment and from any other party supplying notice;
4. A certificate of occupancy or completion or final approval from the Building Inspector to show compliance of the rehabilitation with the locally adopted and other applicable codes;
5. Owner occupancy for a minimum of three days after completion of work to have elapsed; and
6. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials.

If the owner refuses to authorize payment due to a dispute with the contractor, the Housing and Human Services Director or his/her designee may authorize disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with the policies and goals of the program. Such disbursement shall only be issued after the Director has reviewed the facts and

circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be kept in the homeowner's file. The owner's right to stop work, the settlement of disputes and the termination of the contract shall be as authorized in the contract for rehabilitation.

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 Division of Housing and Human Services 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. Removal of Units from the Program:

The County's Housing and Human Services Director or his/her designee 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.

Section 4 RELOCATION AND ANTI-DISPLACEMENT POLICY

Temporary displacement of households is often required during the housing rehabilitation construction process. The Affordable Housing Coordinator will determine the households that must be displaced based upon the extent and type of construction to be performed and the circumstances of the case, such as the presence of small children who could be endangered by remaining in the home during rehabilitation. The coordinator or his/her designee will communicate the decisions to the homeowners and obtain their cooperation and understanding of the situation prior to requesting bids for rehabilitation construction. The bidders' instructions will indicate whether or not the house will be fully or partially vacant during construction, and if so, for what length of time.

Homeowners who are temporarily displaced at the order of the CDBG housing rehabilitation program are eligible for relocation benefits. A moving and temporary displacement allowance of up to \$500 per household may be issued to homeowners who cannot find temporary lodging with relatives/friends or who absolutely cannot obtain moving assistance within their own means. The purpose of this allowance is to pay for moving, storage, temporary housing, and other associated costs.

In some cases the most efficient and cost effective approach may be for the family to move out of the home for only a few days. In such cases, reasonably priced motel lodging (not to exceed \$70 per night per room for the minimum appropriate number of rooms for permanent household members) may be reimbursed with CDBG funds in lieu of the moving allowance. Alternatively, if the household can continue occupancy but furnishings and other belongings must be moved, the cost of moving and

storage may be paid with CDBG funds, with the total amount not to exceed \$250. The coordinator will determine the most appropriate temporary relocation, considering overall costs and other relevant issues. **Costs for relocation prolonged due to contractor's delays shall be the responsibility of the contractor.**

The coordinator may also approve additional temporary housing benefits for hardship cases, such as homeowners who have exhausted reasonable attempts to obtain affordable or free temporary housing and require CDBG funds to pay for all or a portion of their rental fee. The amount of money that may be issued will not exceed \$500 for this benefit and will be supported by invoices or receipts issued by persons not related to the homeowner.

When the rehabilitation projects are approved for construction, the coordinator will issue a Notice to Vacate to each homeowner as applicable. Homeowners will confirm their move-out dates with the Coordinator or his/her designee. The Coordinator will also issue each displaced homeowner a Notice to Return upon completion of construction, or sooner if appropriate.

Homeowners who move back prior to approval from the coordinator or his/her designee may forfeit all or a portion of their relocation payment if their return causes disruption to the construction process. No payment of temporary housing benefits for periods of time beyond the Notice to Return will be approved.

The County does not force any households to vacate their homes, although their voluntary participation in the housing rehabilitation program may require such action. Therefore, the Uniform Relocation and Land Acquisition Act provisions do not apply to participants of this program.

Permanent relocation and/or demolition relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Owner occupied units that fall into this category must be authorized for replacement by the County's contract with DCA, as different rules exist and budget and scoring constraints may prohibit this type of assistance. Clearance or demolition is the term applied to removal of the dilapidated structure but can also refer to the removal of health and safety hazards from vacant lots. Homeowner eligibility requirements are the same as for rehabilitation.

When demolition or disposal of a structure is deemed necessary using the criteria contained in this policy, a suitable housing alternative will be provided through (1) the acquisition or development of additional public housing dwelling units; (2) The use of 15-year project-based assistance under Section 1437f of the Code of Federal Regulations to the extent available; or if such assistance is not available, in the case of an application proposing demolition or disposition of 200 or more units, the use of available project-based assistance under Section 1437f of the Code of Federal Regulations having a term of not less than 5 years; (3) the use of not less than 15-year project-based assistance under other federal programs to the extent available; or if such assistance is not available, in the case of an application proposing demolition or disposition of 200 or more units, the use of available project-based assistance under other federal programs having a term of not less than 5 year; (4) the acquisition or development of dwelling units assisted under a state or local government program that provides for project-based assistance comparable in terms of eligibility, contribution to rent, and length of assistance contract (not less than 15 years) to assistance under section 1437f(b)(1) of the Code of the Federal Regulations; (5) the use of 15-year tenant-based assistance under Section 1437f of the Code of the Federal Regulations (excluding vouchers under Section 1437f(o) of the Code of

Federal Regulations to the extent available; or if such assistance is not available, in the case of an application proposing demolition or disposition of 200 or more units, the use of tenant-based assistance under Section 1437f(o) of the Code of Federal Regulations having a term of not less than 5 years; or (6) any combination of such methods.

In the case of an application proposing demolition or disposition of 200 or more units, shall provide that (notwithstanding the limitation under Section 1437f(d)(2)(A) of the Code of Federal Regulations this title on the amount of project-based assistance provided by an agency) (a) not less than 50 percent of such additional dwelling units shall be provided through the acquisition of development of additional public housing dwelling units or through project-based assistance; and (b) not more than 50 percent of such additional dwelling units shall be provided through tenant-based assistance under Section 1437f of the Code of Federal Regulations (excluding vouchers under Section 1437f(0) of the Code of Federal Regulations) having a term of not less than 5 years; If this policy provides for the use of tenant-based assistance under Section 1437f of the Code of Federal Regulations) such use may be approved: (1) Only after a finding by the division director that replacement with project-based assistance is not feasible, and the supply of private rental housing actually available to those who would receive such assistance under the plan is sufficient for the total number of certificates and vouchers available in the community after implementation of the plan and that such supply is likely to remain available for the full 15-year term of the assistance; and (2) only if such finding is based on objective information, which shall include rates of participation by landlords in the Section 8 [42 U.S.C.A. & 1437f] program, size conditions and rent levels of available rental housing as compared to Section 8 [42 U.S.C.A. & 1437] quality standards with rents at or below the fair market rent of the likelihood of adjusting the fair market rent, the number of eligible families waiting for public housing or housing assistance under Section 1437f of the Code of Federal Regulations, and the extent of discrimination against the types of individuals or families to be served by the assistance.

This plan for the provision of an additional decent, safe, sanitary, and affordable dwelling unit for each public housing dwelling unit to be demolished or disposed shall be approved by Leon County, Florida, the unit of general local government in which the project is located. Any plans for the provision of an additional decent, safe, sanitary, and affordable dwelling unit for each public housing dwelling unit to be demolished or disposed shall include a schedule for completing the plan within a period consistent with the size of the proposed demolition or disposition, except that the schedule shall in no event exceed 6 years. Any plans for the provision of an additional decent, safe, sanitary, and affordable dwelling unit for each public housing dwelling unit to be demolished or disposed shall include a method of ensuring that the same number of individuals and families will be provided housing. Any plans for the provision of an additional decent, safe, sanitary, and affordable dwelling unit for each public housing dwelling unit to be demolished or disposed shall provide for the payment of the relocation expenses of each tenant to be displaced and ensures that the rent paid by the tenant following relocation will not exceed the amount permitted under this chapter. Any plans for the provision of an additional decent, safe, sanitary, and affordable dwelling unit for each public housing dwelling unit to be demolished or disposed shall prevent the taking of any action to demolish or dispose of any unit until the tenant of the unit is relocated to decent, safe, sanitary, and affordable housing that is to the extent practicable, of the tenant's choice.

Notwithstanding the above, in any 5-year period, a public housing agency may demolish not more than the lesser of 5 dwelling units or 5 percent of the total dwelling units owned and operated by the public housing agency, without providing an additional dwelling unit for each such public housing dwelling unit to be demolished, but only if the space occupied by the demolished unit is used for meeting the

service or other needs of public housing residents.

C:\policies\16-00.WPD, February 14, 2000

Board of County Commissioners Leon County, Florida

Policy No. 02-04

Title: Down Payment Assistance Program

Date Adopted: March 12, 2002

Effective Date: March 13, 2002

Reference: Housing Element, Leon County Comprehensive Plan

Policy Superseded: 93-43, ADown Payment Assistance Program,@ adopted April 27, 1993;
Policy No. 96-11, ADown Payment Assistance Program,@ adopted June 25, 1996

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that in order to implement the Housing Element of the Comprehensive Plan of Leon County and to further the programs of the Housing Finance Authority of Leon County, a Down Payment Assistance Program (DAP) is hereby created which shall be governed by the policies and procedures set forth below.

1. **OBJECTIVE**: To assist first-time home buyers, who are either very-low or low-income families, in meeting down payment, prepaid, and closing costs. If a waiting list exists for DAP monies, program administrators shall first endeavor to assist very low, and then low-income families, with down payment assistance. If no waiting list exists, funds shall be disbursed on a first-come, first-served basis.
2. **ELIGIBILITY**: Very-low and low-income first-time buyers, as defined by the Department of Housing and Urban Development (HUD). This definition includes: Any very low- or low-income family that has not owned a house within the last three years; or a family that includes a displaced homemaker or single parent (as defined by HUD); or any family that resides in manufactured housing not permanently affixed to the ground; or any homeowner who dwells in a substandard home not suitable for rehabilitation.@ Such families who are purchasing a home in the unincorporated areas of the County shall be eligible for services. Homes located inside the limits of the City of Tallahassee shall not be purchased with funds from the Down Payment Assistance Program.
3. **DEFINITIONS**: Very low-income families are those whose incomes are less than 50% of the median income of families residing in Leon County. Low income families are those between 50% and 80% of the median income of families residing in Leon County. In determining income eligibility, all assets excluding personal property shall be included according to the guidelines established by the U.S. HUD.

4. PURCHASE PRICE MAXIMUM: The purchase price of the home may not exceed the amount of funds for which very low- and low-income families can qualify for a first mortgage.
5. DAP LOANS: The DAP or SHIP Rehabilitation loan shall be a zero interest or non-amortizing second or third mortgage. The repayment of the second or third mortgage shall be deferred for the term of the first mortgage, unless the property ceases to be the primary residence of the property owner, or the A transfer, or rental of the home or refinancing, or satisfaction of the first mortgage occurs. DAP loans are not assumable, except that heirs will not be required to pay off the second or third if they are also eligible for DAP assistance. Heirs who assume DAP loans shall be governed by all policies set forth herein. Under specific circumstances, such as, to lower a mortgage interest rate or prevention of foreclosure, the County will allow the second or third mortgage, to be subordinated, providing the County position will subordinate to its original position of second or third.
6. ADMINISTRATION: Applications to the County for DAP funds may be submitted to the Tallahassee Lenders= Consortium, or the approved entity in partnership with Leon County to distribute the County=s Down Payment Assistance funds, by not-for-profit, or for-profit corporations on forms and according to procedures approved by the County.
7. DAP FUND USES: DAP funds can be used to defray down payment, prepaid, and closing costs. DAP funds may not be utilized for the purchase of a mobile/manufactured home, but may be used to assist persons purchasing modular/manufactured homes which comply with building standards and display the Department of Community Affairs insignia.
8. MAXIMUM AMOUNT OF ASSISTANCE: A DAP Loan may not exceed \$5,000 for low income qualified buyers and not exceed \$10,000 for very-low income qualified buyers.
9. BUYER=S FUNDS REQUIRED: At least 1.5% of the purchase price must be paid toward the down payment with buyer=s funds.
10. HOME BUYER AND HOME MAINTENANCE EDUCATION: All persons receiving down payment assistance shall be required to attend home buyer and home maintenance education classes and evidence this by the presentation of a certificate of graduation/completion. This home buyer certification must be received before the client will be considered eligible for funding. The home maintenance certification must be completed within twelve months after purchasing a home.

LEON COUNTY, FLORIDA

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

2017-2018, 2018-2019 and 2019-2020

As Revised by the Leon County Board of County Commissioners on September 24, 2019

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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 except Disaster Mitigation:

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, handicap, or familial 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. In most cases, the fee will not exceed three percent (3%) of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.
1. Title Search
 2. Recordation Fee
 3. The County will utilize a contractor to assess the appropriate level of housing rehabilitation necessary to improve accessibility and enhance independence for participating households having special needs.
- 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, National Guard stationed in the county and skilled building trades.
- 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:

<i>A. Purchase Assistance for Existing Units Without Repair</i>	<i>Code 2</i>
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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:

Very Low:	\$10,000
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: 10 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required if this 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 refinances 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 as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must complete a homebuyer education program with a HUD-approved counseling agency before closing. 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).

Mobile homes are not eligible for this program.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

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 and closing costs to purchase the home in need of 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:

- Very low: \$15,000, which may include up to \$1,500 for temporary relocation
- Low: \$10,000, which may include up to \$1,500 for temporary relocation
- Moderate: \$10,000, which may include up to \$1,500 for temporary relocation

- 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: 10 years
4. Forgiveness: Loan will be forgiven if recipient maintains ownership and primary residence through the term of the loan.
5. Repayment: Not required if this 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 refinances 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 as referenced in Program Details (I). Applicants must secure an FHA 203K Loan.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must complete a homebuyer education program with HUD-approved counseling agency before closing. 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).

Mobile homes are not eligible for this program.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

<i>C. Home Rehabilitation</i>	<i>Code 3</i>
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- a. Summary of Strategy: SHIP funds will be awarded to owner-occupied households in need of repairs for health, safety, insurability, correct code violations and to prepare for future disasters. This will include structural improvements, accessibility rehabilitation, and water and sewer connections including tap fees.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low, Low

- d. Maximum award: \$50,000 for rehabilitation, which may include up to \$1,500 for temporary relocation.
- 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 - \$20,000
Ten (10) 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
 - 5. Repayment: Not required if 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 refinances 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 as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 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 rehabilitation contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

Rehabilitation projects of \$20,000 or more will be eligible for relocation assistance.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

<i>D. Home Replacement</i>	<i>Code 4</i>
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- a. Summary of Strategy: SHIP funds will be awarded for the removal and replacement of existing owner-occupied 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: \$126,500 for site built and modular homes, which includes up to \$1,500 for temporary relocation.
- 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 refinances 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 as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be replaced with either site-built; or block structures; or modular homes.

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 rehabilitation contractor may have more than five home replacement, rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.

All eligible units must be in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

Households receiving home replacement must obtain and maintain homeowner's insurance for the duration of the lien period.

<i>E. Disaster Recovery</i>	<i>Code 5</i>
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- a. Summary of Strategy: SHIP funds may 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.

Eligible expenses include repairs to damage associated with a disaster, including but not limited to: the purchase of emergency supplies for eligible households, weather proofing of damaged homes, repairs to prevent further damage, tree and debris removal, make housing units habitable, relocation expenses, insurance deductible reimbursements, and post-disaster repairs. Post disaster rehabilitation activity may include repairing structural

damage, roof repair/replacement, as well as retrofitting activities such as waterproofing or elevating a structure to meet requirements of the National Flood Insurance Program. Demolition and reconstruction activities will be conducted using the Home Replacement Program (Code 4).

- 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, for rehabilitation and non-home replacement activities, which may include up to \$1,500 for temporary relocation.
- 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 - \$20,000
Ten (10) years: \$20,001 - \$50,000
 4. Forgiveness: Loan is forgiven on a prorated basis of:
 - a. 20% per year forgiven for five (5) year term
 - b. 10% per year forgiven for ten (10) year term
 5. Repayment: Not required if 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.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-built; or block structures; or 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 other sources of funding to cover the cost of repairs described under this strategy.

All eligible units must be in unincorporated Leon County.

Applicants who have homeowner's insurance in place at the time of the storm event must submit a claim to the insurer and use proceeds for disaster-related home repairs. SHIP funds may be used to pay homeowner deductibles.

<i>F. Emergency Housing Repair & Housing Resilience</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 via a short term and/or permanent repair. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, electrical, plumbing or septic problems that could cause damage to the home or to remediate an immediate health hazard to the occupants.

SHIP funds will be awarded to applicants to protect and prepare the home's resilience to the impact of a future disaster. This includes: removal of tree limbs and/or trees that pose a threat to the dwelling or infrastructure, raising of Heating, Ventilation & Cooling equipment, installation of impact resistant windows, garage door straps, or any other activity that could improve the home's resilience to the impact of a future disaster.

SHIP funds may be awarded to applicants requiring emergency power generator installation if: 1. a member of the household meets the Special Needs set a side criterion; and 2. a written statement from a healthcare provider indicating that electricity is a bona fide medical necessity.

SHIP funds may also be awarded to pay insurance deductibles for any repairs covered by the homeowner's policy.

When an applicant is assisted with this strategy, they will not lose their place on the waiting list. However, the amount of funds expended for emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low

- d. Maximum award: \$20,000
- 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
 - 4. Forgiveness: Loan is forgiven on a prorated basis of 20% per year
 - 5. Repayment: Not required if 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 as referenced in Program Details (I).
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-built or block structures; modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office.

Applicants who have homeowner's insurance in place are required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.

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 in unincorporated Leon County.

<i>H. 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 if 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 post assistance 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. 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) must provide proof of sufficient income to maintain all mortgages and property taxes after foreclosure assistance is received.

The 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.

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. If approved to receive assistance, the applicant(s) must demonstrate:
 - (1) Proof of enrollment in a credit counseling/budgeting course offered by an approved local provider.
 - (2) Proof of residency in the unincorporated area of Leon County.
 - (3) Assistance being sought is for the applicant(s) primary residence.
 - (4) Applicant(s) must demonstrate proof of extraordinary hardship. 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, the applicant(s) must agree and show proof of approval for a modified fixed rate mortgage. Examples of an extraordinary hardship include, but are not limited to:
 - a. Loss of employment, through no fault of the applicant; however, the applicant has secured new 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 of the mortgage payment due to participation in an adjustable rate mortgage or "ramp up" mortgage.
 - h. Substantial increase in payment due to escrow shortages.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Eligible units shall be either site-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 in unincorporated Leon County. Applicants are eligible to receive SHIP assistance once every ten (10) years except for those affected by disaster and/or require emergency assistance.

<i>I. 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 will 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:
Applicants are eligible to receive SHIP assistance once every ten (10) years with the exception of those affected by disaster and who require emergency assistance.

All eligible units must be in unincorporated Leon County.

<i>J. Rental Development</i>	<i>Codes: 14,21</i>
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Summary of Strategy: Funds will be awarded to developers to build new or to rehabilitate affordable rental units (single family detached or multi). Developers are required to be awarded construction financing through other local, state, federal, or private housing programs to construct new affordable rental units. This funding may be used as gap financing required for the project.

- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very low and Low
- d. Maximum award: \$20,000 per unit – Non-homeless; \$50,000 per unit - Homeless
- 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: 3% of the award will be added to the original principal at inception

3. Years in loan term: No less than fifteen years or coterminous with the first mortgage loan
4. Forgiveness:
 - a. For-profit developers: No forgiveness
 - b. Non-profit developers: Forgiveness.
 - i. Loan is forgiven on a prorated basis beginning in year six until year 15 at 10% annually.
5. Repayment:
 - a. For-profit developers: Repayment after 15 years or a period that is coterminous with the first mortgage loan. The loan may be extended for an additional term based on the following: Populations being served; existing capacity of the organization; history of compliance with the terms of the loan; and other relevant issues such as the availability of the housing and services through other agencies.
 - b. Non-profit developers: N/A
6. Default: The loan will be due and payable before the end of the term only if the units are sold or are no longer occupied by income-eligible households or used to house eligible households or persons who are homeless (if homeless rental development). Units must remain affordable for at least 15 years.

If the property is foreclosed by a superior mortgage holder, the County will make every effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior liens.

In the event the sponsor ceases to use the property to house eligible households or persons who are homeless, or if the sponsor offers the property for sale prior to the end of the term of the loan, the agency must give a right of first refusal to an eligible nonprofit for purchase at the current market value for continued occupancy by eligible persons.

- f. Tenant Selection Criteria: Applications from potential tenants will be reviewed for eligibility by the program sponsors and will be approved on a first-qualified basis.
- g. Sponsor/Developer Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis.

Non-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The non-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households or persons who are homeless (if homeless rental development).

For-profit sponsors administering the program must have experience performing housing activities for eligible households or persons who are homeless (if homeless rental development).

The criteria to select for-profit or non-profit agencies may include, but is not limited to,

the following:

- Consistency of the project with basic goals and objectives of the County;
 - The financial strength of the sponsor;
 - The ability of the sponsor to complete the project by the deadlines established by the County;
 - The capacity of the sponsor;
 - The quantity and quality of experience in affordable housing development;
 - Proof of site control;
 - Willingness of the sponsor to contractually commit to comply with SHIP and other County requirements;
 - Agreement to select tenants based on compliance with all eligibility requirements imposed by the program; and
 - Preference for sponsors that employ personnel from the Welfare Transition Program.
- h. Additional Information: Eligible units shall be either site-built or block structures; modular homes.

The County shall conduct annual monitoring visits or rely on the monitoring reports resulting from monitoring visits conducted as a requirement for other federal, state, or local funding sources to verify that the development is in compliance with SHIP affordable housing rules and requirements.

To the maximum extent possible, the County and all contracted agencies shall encourage the incorporation of energy efficiency features, and green building and design techniques into rehabilitation or construction projects for sustainability and affordability.

All eligible units must be 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.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance – 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	1 st Year AR	2 nd 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	1 st Year AR Not Submitted	2 nd 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		
HOUSING DELIVERY GOALS CHART											New Plan: <input checked="" type="checkbox"/>		
2017-2018											Amendment:		
											Fiscal Yr. Closeout: 2017-2018		
Name of Local Government: Leon County								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	\$108,000	0	\$108,000	0	\$0	\$55,250.00	\$0.00	\$0.00	\$55,250.00	8.59%	0
4	Home Replacement (Demolition Reconstruction)	6	\$108,000	4	\$108,000	0	\$0	\$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 Ownership)		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 Adm		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	\$204,000	Existing	\$204,000		
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					
HOUSING DELIVERY GOALS CHART											New Plan:	x				
2018-2019											Amendment:					
Name of Local Government: Leon County											Fiscal Yr. Closeout:	2018-2019				
											Estimated Funds:	\$655,475.00				
											A	B	C	D	E	F
HOMEOWNERSHIP											New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	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	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	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 Existing 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 Existing 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											New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP 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	\$20,000.00	\$20,000.00	3.05%	4			
Subtotal 2 (Non-Home Ownership)		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 Admin.		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	\$204,000	Existing	\$204,000		
Allocation Breakdown											Amount	%	Projected Program Income:	Max Amount Program Income For Admin	\$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%				

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

The Board of County Commissioners of Leon County

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 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.

Exhibit D
67-37.005(1), F.A.C.
Effective: May 23, 2017

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).

Witness

Jimbo Jackson

Chief Elected Official or designee

Witness

Jimbo Jackson, Chairman
Type Name and Title

9-27-19
Date

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
Leon County, Florida

OR

By: *[Signature]*

[Signature]
Attest:
(Seal)



RESOLUTION NO. 19-34

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING AMENDMENTS TO 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 AMENDED 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, on March 12, 2019, the County Commission approved the submittal of the Local Housing Assistance Plan for fiscal years 2018, 2019, and 2020 as well as adopted an associated Resolution; and

WHEREAS, the Local Housing Assistance Plan was approved by 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 amendments to the Local Housing Assistance Plan for review and approval so as to qualify for documentary stamp tax funds; and

WHEREAS, Rule Chapter 67-37, Florida Administrative Code, requires amendments to an approved local housing assistance plan be adopted by resolution.

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

1. The Board of County Commissioners of Leon County hereby approves the amendments to 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 term and conditions of said program.

3. The Board of County Commissioners of Leon County finds 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. As required by ss. 420.9075,

the Board of County Commissioners of Leon County hereby approves costs of administering the program up to 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund.

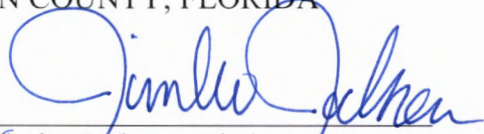
4. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 24th day of September 2019.



LEON COUNTY, FLORIDA

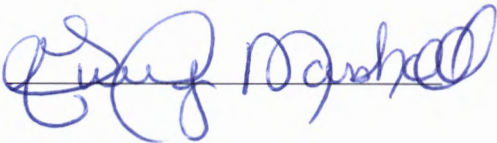
BY:


Jimbo Jackson, Chairman
Board of County Commissioners

ATTEST:

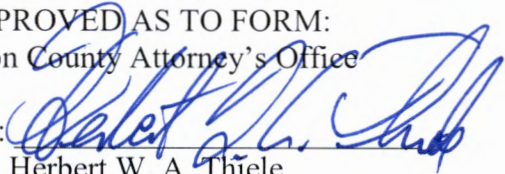
Gwendolyn Marshall, Clerk of the Court
Leon County, Florida

BY:



APPROVED AS TO FORM:
Leon County Attorney's Office

BY:


Herbert W. A. Thiele
County Attorney



**Leon County, Florida
Community Development Block Grant
(CDBG)**

Housing Assistance Plan

**As Amended by the Leon County Board of County Commissioners,
January 28, 2020**

LEON COUNTY, FLORIDA - CDBG HOUSING ASSISTANCE PLAN

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I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of the Leon County Community Development Block Grant (CDBG) program and the Florida Department of Economic Opportunity (DEO) Community Development Block Grant FFY 2008 Disaster Recovery Program (CDBG DR) which includes Disaster Recovery Enhancement Funds (DREF). The responsibilities of the Housing Coordinator, the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation including demolition/clearance of a dwelling. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if permanent displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard dwelling units located in the unincorporated areas of Leon County and to bring them up to the HUD Section 8 Minimum Housing Quality Standard (HQS), the Leon County Minimum Housing Code, and the Florida Building Code when applicable. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation, or for demolition and replacement of the existing dwelling when rehabilitation is not feasible. The housing units to be assisted shall be owner occupied. A rental rehabilitation program is not included in this grant except when funds are used in conjunction with CDBG DR projects.

Only very low and low income families or persons are eligible to receive assistance from this program except when funds are used in conjunction with CDBG DR projects, and such CDBG DR projects shall have no income eligibility requirement. Very low and low income families means “lower income families” and “very low-income families” as defined under the Department of Housing and Urban Development (HUD) Section 8 Assisted Housing Program. A lower income family is a household whose annual income does not exceed 80 percent of the median income for the area or does not exceed 80 percent of the median income for the State, whichever is higher, as most recently determined by HUD. A very low-income family is a household whose annual income does not exceed 50 percent of the median income for the area or does not exceed 50 percent of the median income for the State, whichever is higher, as most recently determined by HUD.

Low income persons mean “members of low income families having incomes equal to or less than the Section 8 low-income limit established by HUD.” A *very low-income person* mean “a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Individuals will be considered as one-person families for this purpose.”

For the sake of efficiency, the term “low income” shall hereinafter include “very low income” unless otherwise noted.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the County's Housing Rehabilitation Program are:

1. To encourage the revitalization of low income neighborhoods through a Housing Rehabilitation Program. The Program includes demolition and replacement on site for homes that are deteriorated to the point of being infeasible for rehabilitation.
2. To remove unhealthy or hazardous housing conditions for low income households.
3. To preserve existing housing stock.
4. To enable low income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
5. To reduce utility costs and to improve the comfort of low income families through weatherization aspects of rehabilitation.
6. To improve the property tax base in low income neighborhoods.
7. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
8. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgment may dictate.
9. To minimize potential negative impacts of program participation on recipients and to limit direct costs encountered because of program participation.
10. To address the unmet needs of affordable rental housing (housing rehabilitation and or replacement) for units affected specifically with weather event related storm damages.

B. Rehabilitation Policies

It is the policy of the County's Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.).
2. Treat all participating property owners and contractors fairly, with sensitivity respect for their needs, and in accordance with the program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind: 1) that property owners hold the primary responsibility for maintaining their property and personal finances; 2) that contractors are

primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and 3) that any assistance provided must be authorized at the proper level.

4. Assure that no member of the Congress of the United States, the State of Florida Legislature, the Citizen Advisory Task Force or the local governing body or staff who have direct involvement in the Program shall share in proceeds or benefits of CDBG funded activities, unless a waiver has been obtained in accordance with state and federal law.
5. Allow some flexibility in administering the program in order to meet the Program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standard, local codes, and, where applicable, the Florida Building Code. Program rules may be waived by the Leon County Board of County Commissioners when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations.
6. Provide assistance to low and very low income homeowners living in substandard single family housing located in unincorporated Leon County, except when funds are used in conjunction with CDBG DR projects. The County will provide technical and financial assistance as needed to rehabilitate the owner-occupied homes to meet HUD Section 8 Minimum Housing Quality Standards and the Leon County minimum housing code, in compliance with applicable requirements of the Florida Building Code and other local regulations. Mobile homes and other forms of manufactured housing are eligible for assistance, but, no rental or vacant property will be assisted, except when funds are used in conjunction with CDBG DR projects. Other exceptions may be made to provide housing rehabilitation assistance for eligible property owners to reoccupy or occupy houses that are vacant because the dwelling's condition precludes occupancy if:
 - a. The owner has owned the property for at least one year; or if not, then the owner occupied the property with its previous owner, as in the case of a parent and child living together and the child inheriting the home upon the parent's death cannot have incurred any private mortgage indebtedness within the year of application, or if he or she has, then that indebtedness must be subordinated to the SHIP, HOME, or CDBG mortgage;
 - b. The owner does not own other residential property that is or could be occupied by the owner; and
 - c. The owner agrees to abide by the requirement to occupy the rehabilitated house as his/her primary residence for the period of lien securing the rehabilitation funds beginning immediately upon completion of the rehabilitation work.
7. There will be no demolition of homes (other than removal of only a portion of the structure when necessary) and no new construction financed with CDBG funds, unless the demolition and new construction are to replace a dilapidated home that is not feasible for rehabilitation, and the construction occurs on the same property as the original structure that is being replaced.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by the County and in accordance with grant requirements established by the State of Florida and HUD. The County will solicit applications either by placing notices in public areas throughout the County and/or by advertising in publicly circulated publications. The notices or advertisements shall specify the period during which applications will be received, criteria for selection and a ranking/scoring process.

This program is designed for Single Family Owner Occupied housing Units located in unincorporated areas of the County, except when funds are used in conjunction with CDBG DR projects. Rental and/or vacant housing units will not be eligible under this program, except when funds are used in conjunction with CDBG DR projects.

Any violation of local codes on the property being funded, which are not to be addressed with program funding (i.e., nuisance, trash, junk vehicles, etc.) shall be corrected prior to proceeding with development of the work write-up.

A former rehabilitation/replacement recipient cannot be assisted for five years from the date the deferred payment loan is signed, or for the term of the loan, whichever is longer. Applicants that have only received emergency repairs under non-CDBG programs may be eligible and shall be ranked based on criteria listed below.

The County Housing staff will review applications received to make sure they meet the eligibility requirements listed under Section V- Qualifications, except when funds are used in conjunction with CDBG DR projects. Preference will be given to eligible applicants in the order of the selection criteria listed below:

1. Persons whose homes present immediate and serious threats to health and/or safety.
 - a. Very low income applicants.
 - b. Low income applicants.
2. Households who have submitted qualifying documentation and are waiting for assistance,
 - a. Very low income applicants,
 - b. Elderly (age 60 and older), and/or handicapped head of household applicants,
 - c. Households with minor children and/or handicapped members of the household.
3. Very Low Income
 - a. Elderly (age 60 and older), and/or handicapped head of household applicants,

- b. Households with minor children and/or handicapped members of the household,
 - c. All other very low-income persons and/or families
4. Low income
- a. Elderly (age 60 and older), and/or handicapped head of household applicants,
 - b. Households with minor children and/or handicapped members of the household,
 - c. All other low-income persons and/or families.

The County Housing staff shall utilize the above stated criteria to rank the order of the applications received, except when funds are used in conjunction with CDBG DR projects. However, the ranking may be altered in order to meet budget and time constraints (such as skipping an applicant who needs home replacement when time and funds are insufficient to provide that level of assistance) or to meet very low income assistance percentage requirements, or to maximize opportunities to leverage other funds. Geographic distribution, race, gender, religion, color, or familial status will not be used as priority factors.

D. Removal of Units from Program

The County Housing staff may remove a housing unit from the program for a change in household income, approved selection criteria, lack of funding, 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.

E. Affordable Rental Housing

Affordable Rental Housing is exclusively implemented in conjunction with CDBG DR housing rehabilitation and housing replacement projects. This program is designed to assist affordable renters by providing property owners of rental units the financial assistance needed to bring affordable rental property to a sufficient and adequate standard per local building code, and safety, health, and insurability condition. All rental housing properties shall currently have unmet needs from storm damages obtained during a weather event. Third party, documented, and verifiable proof of event must be presented before financial assistance can be awarded. Examples of third party sources of event proof are, but not limited to, FEMA, Red Cross, 911, Insurance Company, a government entity, or other entity of similar standing in the community. As an alternative to third-party proof, satellite weather imagery, GIS natural features inventory flood extrapolation mapping and picture may suffice to determine event occurrence on a case by case basis.

III. CONFLICT OF INTEREST

Leon County's Conflict of Interest Policy is pursuant to 24 C.F.R. Section 570.489 and Chapter 112.311.3143 Florida Statutes which includes but is not limited to the following:

Adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the local governing body, the Citizen Advisory Task Force Committee, Housing Staff, and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed. In addition, the local governing body and the Citizen Advisory Task Force Committee (CATF) members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. All beneficiaries must be listed by name in the minutes of the CATF and commission meetings so that previously unknown conflicts may be surfaced. The list of beneficiaries must be given to the Board of County Commissioners prior to the doing the work write-up. If a conflict of interest exists, those conflicts will be made public along with the final rankings based upon the criteria outlined in this plan.

Any conflict will be dealt with locally by the Leon County Board of County Commissioners. Conflict of Interest waivers will be requested of those conflicts when appropriate. Before an applicant with a potential or real conflict is given final approval for participation, the Department of Community Affairs must approve the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed, the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans (DPL), the amount of which shall include the accepted bid amount, contingency reserve, and various other associated costs (i.e., a title search, septic pump-out, County inspections, recording fees, etc).

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits, except when funds are used in conjunction with CDBG DR projects. The Deferred Payment Loan (DPL) involves a 0% interest security instrument (lien) requiring repayment of the loan only if the homeowner does any of the following default activity within the period of the loan agreement: (1) sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) no longer occupies the unit as his/her principal residence; (3) dies, or if a married couple, the survivor dies; or (4) refinances an existing mortgage on the home except when refinancing only to obtain more favorable terms without increasing the amount of debt above the mortgage balance due at the time of refinancing. If none of these events occurs within the period of the County's deferred payment loan, then no repayment is required and the loan will be satisfied. If one of these events occurs within the term of the loan, the loan balance shall be due to the

County according to the loan repayment schedule.

The maximum CDBG DPL for an owner-occupied single-family dwelling is \$50,000, except when funds are used in conjunction with CDBG DR projects.

The term of the loan varies according to the amount of the loan. Loan terms are as follows:

\$0 - \$10,000.00, five years,
\$10,000.01 - \$20,000.00 ten years
\$20,000.01 and above, twenty years,

There is no interest charged on loans associated with financial assistance governed by this document.

1. Recapture payments for a five (5) year loan shall be in accordance with the following schedule:
 - a. If during the first year, One Hundred Percent (100%) of the loan amount.
 - b. If during the second year, Eighty Percent (80%) of the loan amount.
 - c. If during the third year, Sixty Percent (60%) of the loan amount.
 - d. If during the fourth year, Forty Percent (40%) of the loan amount.
 - c. If during the fifth year, Twenty Percent (20%) of the loan amount.
 - d. After the end of the fifth year following the date of the loan agreement there shall be no recapture by the County, as the loan is forgiven.

2. For ten year loans, recapture payments for a ten (10) year loan shall be in accordance with the following schedule:
 - a. If during the first year, one hundred percent (100%) of the loan amount,
 - b. If during the second year, ninety percent (90%) of the loan amount,
 - c. If during the third year, eighty percent (80%) of the loan amount,
 - d. If during the fourth year, seventy percent (70%) of the loan amount,
 - e. If during the fifth year, sixty percent (60%) of the loan amount,
 - f. If during the sixth year, fifty percent (50%) of the loan amount,
 - g. If during the seventh year, forty percent (40%) of the loan amount,
 - h. If during the eighth year, thirty percent (30%) of the loan amount,
 - i. If during the ninth year, twenty percent (20%) of the loan amount,
 - j. If during the tenth year, ten percent (10%) of the loan amount,
 - k. After the tenth year following the date of the loan agreement, no recapture of the loan amount, as the loan is forgiven.

3. Recapture payments for twenty (20) year loans shall be
 - a. If during the first year, one hundred percent (100%) of the loan amount,
 - b. If during the second year, ninety five percent (95%) of the loan amount,
 - c. If during the third year, ninety percent (90%) of the loan amount,
 - a. If during the fourth year, eighty five percent (85%) of the loan amount,
 - b. If during the fifth year, eighty percent (80%) of the loan amount,

- c. If during the sixth year, seventy five percent (75% of the loan amount,
- d. If during the seventh year, seventy percent (70%) of the loan amount,
- e. If during the eighth year, sixty five percent (65%) of the loan amount,
- f. If during the ninth year, sixty percent (60%) of the loan amount,
- g. If during the tenth year, fifty five percent (55%) of the loan amount,
- h. If during the eleventh year, fifty percent (50%) of the loan amount,
- i. If during the twelfth year, forty five percent (45%) of the loan amount,
- j. If during the thirteenth year, forty percent (40%) of the loan amount,
- k. If during the fourteenth year, thirty five percent (35%) of the loan amount,
- l. If during the fifteenth year, thirty percent (30%) of the loan amount,
- m. If during the sixteenth year, twenty five percent (25% of the loan amount,
- n. If during the seventeenth year, twenty percent (20%) of the loan amount,
- o. If during the eighteenth year, fifteen percent (15%) of the loan amount,
- p. If during the nineteenth year, ten percent (10%) of the loan amount,
- q. If during the twentieth year, five percent (5%) of the loan amount,
- r. If after the twentieth year following the date of the loan agreement, no recapture of the loan amount, as the loan is forgiven.

If repayment of the DPL becomes necessary, the principle balance according to the term of the loan will be due in full within thirty (30) days. If the owner is unable to make such payment, the Board of County Commissioners may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

B. Rental Rehabilitation

Rental units are not included in the CDBG program, except when funds are used in conjunction with CDBG DR projects.

C. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. Correcting local housing code, Florida Building Code and Section 8 Housing Quality Standard (HQS) violations;
2. Providing cost effective energy conserving features;
3. Making the dwelling accessible to handicapped and elderly occupants as necessary; and
4. Correcting health and/or safety violations that may be present, including repair or replacement of inadequate or malfunctioning water supply or sewage disposal facilities, replacement of dilapidated or malfunctioning stoves or refrigerators and removal of lead-based paint hazards;

New construction (adding a room, closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding, provide space for wheelchair accessibility, or to provide bathroom, necessary storage, or laundry facilities. General property

improvements are eligible for program funds when necessary to obtain an adequate level of utility, to decrease high maintenance costs, or preserve a minimal amount of aesthetic integrity. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in a room layout, replacement of unsightly floor covering, and enclosure of a porch for use as utility room or bathroom where the dwelling does not have adequate interior space.

Any property improvements that are not covered in the County-approved construction contract or by change order must be contracted separately and paid for by the property owner. Any construction not covered in the construction contract or by change order will not be inspected by the Housing Rehabilitation Specialist.

V. OWNER QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met, except when funds are used in conjunction with CDBG DR projects:

1. Total household income must not exceed the low-income limits set for the HUD Section 8 program at the time assistance is provided.
2. The owner must possess and provide proof of ownership to the property, although it may be jointly owned and the property may be mortgaged. Presumptive title for initial screening is normally evidenced by warranty deed, probated estate or divorce settlement documents which are recorded in public records. Ownership through life estate or trust is also considered acceptable for program participation in the rehabilitation category, but not for demolition and replacement. Proof of ownership will be verified by an Ownership and Encumbrance (O&E) report. Obtaining proof of clear title is an owner responsibility and eligible project expense.
3. The owner must reside in the dwelling to be rehabilitated at the time application for assistance is provided unless a waiver is granted (Section II, B.6). Both ownership and occupancy must have been in effect for a period of one year prior to application. If there is any doubt about the length of residency in the home, the applicant may be required to provide proof such as utility bills for the address in the owner's name, driver's license issued one year prior showing the address, or other similar evidence.
4. Property tax and mortgage payments must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
5. The property must be fully insured for flood insurance at the time housing repairs are made by the program, if the home is in the 100 year flood plain. The applicant is required to maintain the flood insurance for the duration of the DPL. The County may place a special assessment lien on the property to cover the County's cost of continuing insurance if the owner defaults on the requirements.

6. All applicants that may have a business or familial relationship with a member of the local governing body, the Citizen Advisory Task Force Committee, Housing Services Specialist, Housing Rehabilitation Specialist, Housing Coordinator or other Housing staff or Division Director and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed.

B. Household Income

Household annual income is a combination of the gross amounts, before any deductions of earned income and unearned asset income of all household members, except when funds are used in conjunction with CDBG DR projects, and such CDBG DR projects shall have no income eligibility requirement. Annual income is income *anticipated* to be received in the 12-month period following initial determination of eligibility or reexamination of income. In determining annual income, Leon County will utilize 24 CFR, Section 5.609 which defines annual incomes as all amounts, monetary or not, which:

1. Are received by or paid on behalf of the family head or spouse, even if temporarily absent from the unit, or to any other family member; and/or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date;
3. Are derived (during the 12-month period) from assets to which any member of the family has access; and
4. Are not specifically excluded

VI. STRUCTURAL REQUIREMENTS

A. General:

In addition to owner eligibility requirements, a house is eligible for rehabilitation if it is:

1. Below Section 8 Minimum Housing Quality Standards or local housing codes; and
2. Feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
 - a. Correct all violations of the local housing code and Section 8 standards;
 - b. Eliminate lead-based paint hazards (Lead-based paint mitigation will be used in any rehabilitation for structures built prior to 1978 that will be assisted by the program in accordance with current Federal Regulations. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures);

- c. Meet applicable local zoning requirements, as well as local state and federal housing code requirements for rehabilitation work or general housing use requirements. Certain housing conditions that are not repair oriented will require the homeowner to make code improvements prior to participation in the program (i.e., nuisance, trash, environmental or health codes);
- d. Leave at least 50% of the original structure based upon the formula provided in this chapter;
- e. Not exceed the program costs noted in this chapter; and
- f. Be made accessible to handicapped/elderly occupants, when the unit is occupied by such.
- g. Be submitted to the Bureau of Historic Preservation for determination of historical significance if the unit was constructed more than 50 years prior to approval of eligibility. If it is possible that the unit is of historical significance, the cost feasibility of appropriate rehabilitation must be considered. If the Division anticipates that the cost may be within the program limits, original photographs and other information will be submitted to the Florida Department of State for a determination of historic significance and applicability of Secretary of the Interior Standards. If the home is ultimately approved, the Department of State must issue approval for the contract.
- h. Be a mobile or manufactured home affixed to a permanent foundation.

B. Structural Integrity

Rehabilitation requires that at least 50% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls, electrical and plumbing - 60%, and flooring system -20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced and 25% of the flooring system (including framing) must be replaced. The factors are then ratio based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls, electrical and plumbing equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or total of 45% of the structure. This leaves 55% of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist and will be considered in submission of the unit in the grant application. Should significant

deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be reevaluated for continued eligibility and a decision made whether to request a change from rehabilitation to demolition and replacement in accordance with current CDBG program rules and availability of additional funding.

C. Cost Feasibility

The following total cost limits are applicable to all rehabilitation funded by CDBG, even if funds from other programs are contributed. The limits may be exceeded for demolition and replacement costs if the excess costs are paid by non-CDBG sources.

The Board of County Commissioners, or designee may waive the award limits of CDBG funds that may be spent on each site built or manufactured housing unit served by the CDBG project on a case by case basis when reasonable and adequate justification is presented to the Board of County Commissioners that is consistent with federal and state program requirements and housing standards. Reasonable and adequate justification may include, but is not be limited to, instances where the County must rehabilitate or replace a housing unit in order to ensure compliance with Section 8 Housing Standards (i.e., safe, sanitary, decent and appropriate housing, based on family size and accommodation of handicapped access).

\$75,000 per single family-detached house replacement

\$50,000 per single family-detached house rehabilitation

\$35,000 per single-wide mobile/manufactured house constructed in 1995 or earlier, or \$35,000 if constructed after 1995

\$35,000 per double-wide mobile/manufactured house constructed in 1995 or earlier, or \$35,000 if constructed after 1995

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed \$50 per square foot.

In order to provide consistency between the CDBG and SHIP programs, the CDBG cost limits include all direct costs associated with the rehabilitation or demolition and replacement. Examples include title search, survey, soil test, construction contract costs (including change orders), demolition and clearance, septic or public wastewater service, well or public water supply, and recording fees.

D. Suitability for Replacement

If the dwelling is not feasible for rehabilitation based upon the structural condition, or upon anticipated total cost or cost per square foot for rehabilitation, the dwelling will be considered for demolition and replacement if time and funds (both CDBG and other) are currently available. Eligibility for replacement requires, in addition to the normal requirements for rehabilitation, that the home be currently owned by the occupant (not a life estate or trust), except when funds are used in conjunction with DEO-DCA-CDBG-

Disaster Recovery projects, and that the land meet applicable local requirements for new single family home construction. Examples of applicable local requirements include adequate size of the lot, legal access to the property, compliance with environmental regulations, suitable zoning, and availability of public utilities. If the land is located in a 100 year floodplain or has experienced flooding in the past, special approval of the replacement must be granted by the Board of County Commissioners.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether they are eligible for a 100% Deferred Payment Loan (DPL). A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Coordinator or Housing Director will reject the application. A written rejection notification will be sent to the owner within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for the program participation, the application/verification process continues. A work write-up with a cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made at this point to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

The bidding process shall follow the County's procurement policy, **or** the Division may elect to apply the following variation of policy:

1. All appropriately licensed contractors in Leon County may be notified that the County is implementing a housing rehabilitation program and soliciting qualified contractors. The County will conduct a contractor orientation meeting at which time the contractors will be briefed on the program in areas which involve construction (bidding, payment, federal requirements, inspections, etc.).
2. Homeowners will be shown the list of bidders for their contracts. If a homeowner has a serious objection to the potential of a particular contractor being awarded his/her contract, the Division of Health and Human Services may authorize the contractor to be removed from the list of bidders for that contract. However, the homeowner's objection

may not be based upon factors of race, color, sex, religion, national origin, familial status, disability or age.

3. In lieu of formal advertising, a letter of invitation to bid will be mailed to the eligible bidders as currently listed, pursuant to County procedures.
4. Appeals of any decision regarding bidding or eligibility shall be made in writing and received by the Purchasing Director within three days of the contested decision. All bid protest issues shall follow the Protest Procedures in the Leon County Purchasing Policy. Vendor eligibility appeals shall be forwarded to the Procurement Appeals Board.

C. Contracting and Rehabilitation

The rehabilitation/replacement contract (Appendix C), which is executed between the homeowner and the contractor, and the DPL, which is executed between the homeowner and the Board of County Commissioners runs simultaneously with a three (3) day rescission period for both legal agreements. The DPL will be modified if needed to include any cost overruns at the completion of the contract.

Partial draws to the contractors, and other expenses associated with each application will be drawn from the County's general revenue fund. The County will issue a request for funds to DCA for repayment to the General Fund monthly or otherwise as appropriate.

The security instrument (mortgage and/or Agreement) and Notice of Commencement are recorded immediately. The costs associated with recording of the Agreement are included in the DPL.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30-60 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by the local building inspector and the Housing Rehabilitation Specialist through the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection of the completed work must be conducted by the Housing Rehabilitation Specialist or the Housing Services Specialist and approved by the Housing Coordinator or Division Director prior to the contractor's request for partial or final payment. The owner's approval of the work is also required when payment is requested.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the Housing Coordinator or Division Director on behalf of the elected body. Change orders may be issued to correct code deficiencies or to obtain any other required change in the work. Any Change orders that cumulatively exceed \$1,000 of the original contract amount shall only be paid with CDBG funds if those changes are to correct documented code violations or that are necessary in order to meet building code requirements.

F. Payment

Contracts of \$10,000 or less will not be paid until the contractor has completed the job and obtained a certificate of completion. Contracts of \$10,000 or more may provide one partial payment of 50% upon completion of 50% or more of the work with a 10% retainage held until completion.

1. The approval of a partial payment requires the following documentation:
 - a. Approval of the work by the homeowner;
 - b. Inspection and agreement by program staff;
 - c. An affidavit from the contractor stating that either (a) there are no claims for unpaid goods and services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their work up to the date of the request; or (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request; and
 - d. Approval of all work to date by the County building inspection staff, Health Department or public utility or regulatory agency, if applicable.
2. Final payment approval requires the following:
 - a. Acceptance of all work, including clean up, by the property owner and the Division (normally by the Rehabilitation Specialist);
 - b. Submission of all manufacturers' and other warranties, including a full one year warranty from the contractor;
 - c. Final waivers of liens from all subcontractors and suppliers, all parties who were unpaid when the contractor received partial payment and from any other party supplying notice;
 - d. A certificate of occupancy or completion or final approval from the building inspector, Health Department and other entities as applicable, to show compliance of the rehabilitation/replacement with the locally adopted and other applicable codes; and

- e. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials.

If the owner refuses to authorize payment due to a dispute with the contractor, the Housing and Human Services Director or his/her designee may authorize disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with the policies and goals of the program. Such disbursement shall only be issued after the Housing and Human Services Director has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be kept in the homeowner's file. The owner's right to stop work, the settlement of disputes and the termination of the contract shall be as authorized in the contract for rehabilitation.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor in writing and provide a copy to the Housing program staff of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Housing Coordinator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within five working days and in a satisfactory manner, the Housing Coordinator will verify the complaint.

If the Housing Coordinator judges the complaint to be valid, he or she will send written request for warranty service to the contractor. The contractor will then take action and such action shall be monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints in a timely manner shall be justification for removing a contractor from participation with the program.

VIII. ANTI-DISPLACEMENT AND RELOCATION POLICY

A. Displacement Avoidance Policy

LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. Leon County will also provide information to and keep citizens involved in the process

regarding pending land use changes, zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or business.

However, “voluntary” relocation (temporary or permanent) may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displaced. Voluntary relocation may also occur when a property owner voluntarily offer his home or business property for sale to Leon County. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the Leon County and/or its representative. 24 C.F.R. Part 570 is a governing document on displacement and is incorporated by reference. 49 C.F.R. Part 24 provides Uniform Relocation Act information and is incorporated by reference. As pertains to Leon County Tenant Assistance, Relocation and Real Property Acquisition Plan, the U.S. Department of Housing and Urban Development Handbook #1378, shall be adopted in its entirety as a part of this policy as amended.

- B. Definitions of “Standard” and “Non-Standard Suitable for Rehabilitation” Dwelling Unit Condition. In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and /or relocation as defined in 24 C.F.R. Part 570 and 49 C.F.R. Part 24.

1. Standard Condition

A dwelling unit is considered “standard” if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with applicable county housing and occupancy codes; be structurally sound, watertight, and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

- a. A safe electrical wiring system adequate for lighting and other normal electrical devices.
- b. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall, all in good working order and properly connected.
- c. An appropriate, sanitary and approved source of hot and cold potable water.
- d. An appropriate, sanitary and approved sewage drainage system.
- e. A fully usable sink in the kitchen, attached to a potable water sources.
- f. Adequate space and service connections for a stove and a refrigerator.

- g. An unobstructed egress to a safe, open area at ground level.
- h. Contain a heating system capable of sustaining a healthful temperature.
- i. Have no barriers which would preclude ingress or egress if the occupant is handicapped.
- j. Meet the Section 8 Housing Quality Standards.
- k. Comply with the lead-based paint requirements of 24 C.F.R. Part 35.
- l. Meet or exceed the requirement of the local existing Housing Code.
- m. Any appliances replaced or installed shall be Energy Star.
- n. Any door and/or window replaced or installed shall be Energy Star.
- o. Any lighting fixture replaced or installed shall be Energy Star.
- p. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls.
- q. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

Failure to meet any of these criteria automatically causes a dwelling to not be considered “standard”.

C. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, does not comply with the adopted existing housing code, has minor defects which require a certain amount of correction but can still provide safe and adequate shelter, does not meet the HUD Section 8 Housing Quality Standards, or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up. If these costs are equal to or less than 75% of the fair market value of a comparable unit in standard condition as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 75% of fair market value after completion of the rehabilitation, the unit will be deemed unsuitable.

However, Leon County may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case by case basis by vote of the Commission. Each deviation so approved must be thoroughly documented.

D. Permanent, Involuntary Displacement

Leon County will provide reasonable relocation assistance to persons (families, individuals, businesses and nonprofit organizations) displaced (moved permanently and involuntarily) *as a result of the use of CDBG/federal assistance to acquire, demolish or substantially rehabilitate property*. Assistance to displaced persons may include:

a) Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies.

The documents shall be submitted prior to the disbursement of payment; b) Advisory services necessary to help in relocating; and c) Financial assistance sufficient to enable the displaced person to lease and occupy a suitable, decent, safe and sanitary replacement dwelling where the cost of rent and utilities does not exceed 30 percent of the household gross income for families earning less than or equal to 80 percent of the median income for the jurisdiction.

2. Provisions for One-for-One Replacement

Leon County will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 C.F.R. Part 570. Replacement low/moderate-income units may include new public housing or existing housing receiving Section 8 project based-assistance. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

- a. The units will be located within Leon County.
- b. The units will meet all applicable Leon County housing, building, and zoning ordinances and will be in standard or better condition.
- c. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only). Low-income dwelling status is determined by the rent it will command, not tenant income
- d. The units will be sufficient in size and number (functionally equivalent based on local occupancy code) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

3. Before obligating or expending CDBG/federal funds that will directly result in such demolition or conversion, Leon County will make public and submit to the Florida

Department of Economic Opportunity and/or the U.S. Department of Housing and Urban Development the following information in writing:

- a. A description of the proposed assisted activity.
- b. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units.
- c. A time schedule for commencement and completion of the demolition or conversion.
- d. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
- e. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.
- f. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
- g. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

E. Provisions for Relocation Assistance for Residential Displacement

Leon County will provide relocation assistance, as described in 24 C.F.R. Part 570, Part 42, to each low/moderate-income household permanently and involuntarily displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of CDBG/federally assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.
2. Advisory services.
3. Reimbursement for reasonable and necessary security deposits and credit checks.
4. Interim living costs for any required temporary relocation.
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance

installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

F. Provisions for Non-Residential Relocation

Businesses, non-profit organizations, etc., shall not be relocated unless the move is voluntary, essential to the project from the public review, and the owner waives higher rights under the Uniform Act, except for the following relocation assistance.

49 CFR 24.207(f) prohibits an agency from proposing or requesting that a displaced person waive his or her rights or entitlements to relocation assistance and benefits provided by the Uniform Act. Note – assuming voluntary acquisition procedures are followed (in accordance with 49 CFR 24.101(b)), only renters would qualify for relocation assistance, not owners.

1. Actual moving and reasonable re-establishment expenses not less than \$500.00 nor more than \$ 1,000.00 equal to a pro rata share for the period to interruption of operations of the annual net earnings. Average annual net earning are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced. This does not meet the requirements of 49 CFR 24.301-304. If this is intended to reflect optional relocation assistance (not otherwise required under URA), that fact should be clearly identified.
2. No other benefits will be provided and a signed waiver acknowledging the fact will be required. See above

G. Optional Relocation Assistance for Temporary, Voluntary Displacement and Relocation

1. Persons occupying Owner occupants of housing which is to be rehabilitated using CDBG/federal funds must voluntarily agree to inclusion in the program and shall temporarily vacate the housing at the direction of the County (or its designed agency) in order to facilitate the safe, timely and economical rehabilitation process.
2. A moving allowance of \$500.00 will be provided each family unit being displaced. This allowance will be provided in two payments of \$250.00 each on move out and move back in. These benefits are appropriate for owners, but renters would qualify for greater benefits under the Uniform Act.
3. Leon County may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. The unit shall be available free of charge as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by Leon County or it designated agency, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean undamaged condition. The deposit refund shall be denied in full or in part for payment of damages to the owner/lessee due to the occupants, (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the units, or (d) need

for any special condition such as fumigation. A \$25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by Leon County or its designated agency.

4. A storage allowance of up to \$300.00 will be provided each family unit displaced if storage is necessary and essential to the move.
5. Insurance cost of up to \$100.00 for the replacement value of the household property in connection with the move will be provided each family unit displaced if storage is necessary and essential to the move.

H. Permanent, Voluntary Displacement and Relocation

If it is determined by Leon County that the occupants of a dwelling should be permanently relocated and the occupants voluntarily consent, the County will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to increases in monthly housing costs incurred by the occupant in the amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 C.F.R. Part 570, must be consulted to determine specific limitations. Payment of relocation benefits for housing assistance will be spread over 60 months (or 42 months for non-LMI relocates).

I. Tenant Assistance Policy/federal Rental Rehabilitation Program

1. It is not the local government's policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rehabilitation funds will not be used to rehabilitate the rental units if the rehabilitation will cause permanent displacement of LMI families.
2. If it becomes necessary for an owner to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered in writing a suitable decent, safe and sanitary dwelling unit for the displacement period, offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary location, and given the right to return to the project under reasonable terms and conditions (including rents that do not exceed the greater of the tenant's previous rent or total tenant payment as determined under 24 CFR Part 5), at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant in writing a decent, safe, sanitary and affordable unit in the project under reasonable terms and conditions (including affordable rent) and the tenant has declined the offer.
3. Should temporary displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.

4. Leon County shall provide federal preference to any qualified LMI family subject to relocation.
5. Where required, compensation to obtain replacement housing shall not exceed a \$1,000.00 threshold. Should such projected compensation to the tenants exceed this threshold, consideration shall be given to not performing the acquisition, demolition or rehabilitation which would cause the displacement.

J. Displacement of Homeowners

When rehabilitation of the dwelling is not feasible or cost effective, demolition of a house with CDBG/federal funds may be considered only as a voluntary action of a homeowner.

Although homeowners have a right to assistance as previously discussed, CDBG/federal funds available for relocation assistance are limited. Therefore, financial assistance shall not exceed that described in accordance with 49 C.F.R. 24.401, and the regulations under U.S. HUD Handbook 1378. Note: homeowners undergoing rehabilitation or demolition do not qualify as displaced and are not eligible for relocation assistance under URA (see 49 CFR 24.2(a)(9)(ii)(E)), but could be offered optional relocation assistance under 24 CFR 570.606(d).

VIII. Appeals/Counseling

- A. If a claim for assistance is denied by Leon County, the claimant may appeal, where applicable to either the State of Florida or U.S. Department of Housing and Urban Development and their decision shall be final unless a court determines the decision arbitrary and capricious. The displacing agency is required to have a policy for accepting appeals and to promptly review appeals (see 49 CFR 24.10). In addition, low-to-moderate income persons may appeal agency determinations to HUD in accordance with 24 CFR 570.606(f).
- B. Counseling will be provided to the displaced in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by Leon County or its designated agency to permanently ensure that:
 1. No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.
 2. The displaced shall receive information concerning the full range of housing opportunities within the local housing market.

IX. CONTRACTOR ELIGIBILITY

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the State of Florida Contractor Licensing Board.

A. Basic contractor qualifications include:

1. Current license(s) with the State and County;
2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;
3. Insurance: \$100,000/\$300,000 coverage for contractor's public liability (including accidental death and bodily injury), or \$300,000 comprehensive coverage and \$100,000 coverage of property damage (in addition to bodily injury), with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Administrator before discontinuing coverage. Workman's Compensation, as applicable, is also required;
4. Satisfactory credit record, including:
 - a. references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - b. references from three (3) subcontractors who have subcontracted with the contractor; and
 - c. the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
 - d. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
 - e. Absence from any list of debarred contractors issued by the Federal or state DOL, HUD or DEO;

The Purchasing Director, or his/her designee, will assure that credit and past performance of the contractor are satisfactory based upon readily available information, and reserves the right to check any reliable source in establishing such determination.

The Purchasing Director or his /her designee will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor. The contractor must submit a Section 3 Plan along with other documentation required.

No contractor will be awarded more than one bid unless and until he or she has satisfactorily completed one contract with the current housing rehabilitation program, or unless the County has adequate evidence from a similar situation to verify the contractor's abilities to satisfactorily complete and finance multiple rehabilitation projects on schedule. An exception to this may be made in the initial bid package if an insufficient number of contractors participate in the bidding, but the Division shall withhold the notice to proceed on the contracts as applicable.

No contractor may have more than five contracts at one time.

If a contractor's performance on a current or recent contract is unsatisfactory (such as poor quality work, nonpayment of bills for labor or materials, behind schedule, abusive to owner/staff), the Division shall withhold some or all contract awards as the Division may deem appropriate to the situation. The Division may also debar the contractor from program participation if determined appropriate, which may be appealed to the Purchasing Director.

No contractor may participate in the program if included in a local, state or federal list of debarred contractors which would be applicable to the program, or if the contractor fails to meet any eligibility criteria such as federal equal opportunity compliance, insurance, or licensing.

B. Disqualification

Contractors may be prohibited or removed from program participation for:

1. Poor workmanship, or use of inferior materials;
2. Evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
4. Failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. Disregarding contractual obligations or program procedures;
6. Loss of license(s), insurance or bonding;
7. Lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
8. Abandonment of a job;
9. Failure to complete work in a timely manner;
10. Inability or failure to direct the work in a competent and independent manner;
11. Failure to honor warranties;
12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DCA or other state agencies with jurisdiction;
13. Other just cause that would expose the Program or owner to unacceptable risk;
14. At the contractor's request.

For procedures of disqualifications contractor, see Section 15 (Authorization to Debar or Suspend Vendors) of the County's Purchasing Policy.

XI. APPEALS/COMPLAINTS

The Housing Services Specialist and the Housing Coordinator are authorized by the County to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Coordinator or the Division Director. For a complaint to be considered valid, it must be issued in writing within a period of 30 days of its occurrence. Responses also must be issued in writing.

If the complainant is not satisfied with the Housing Coordinator/Division Director's response, the issue must be presented in writing to the CDBG Citizen Advisory Task Force (CATF). If the complaint cannot be resolved by the CATF, the County's governing body will review the grievance and make a decision based upon program regulation, local policies, and availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Coordinator during the CDBG period of agreement. After the expiration of the agreement between the County and the State, the monitoring will be performed by the governing body.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation or returned to the Department of Community Affairs, as directed by DCA. Payments received after the grant close out will be returned to the Department of Community Affairs.

XIV. RECORD KEEPING FOR CASE FILES AND CLOSEOUT

- A. Leon County shall document the completion of construction by ensuring that each housing unit case file shall contain the following information:
1. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed;
 2. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
 3. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to

acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal;

4. This documentation shall be completed prior to the submission of the administrative closeout package; and
5. Data will be provided by housing unit and summarized for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.).

B. Rental Rehabilitations

For all rental rehabilitations, the Count shall document the following:

1. A lease shall be created, if property is currently vacated, or amended if currently occupied, stipulating rent restriction increase or maximum, during the length of the Leon County lien (mortgage and note), according to the amount provided in the prevailing HUD median rent rate tables latest publication. Program participants agree to comply per execution of home owner/county agreement for housing rehabilitation. The process shall be as follows:
 - a. Property Owner will provide copy of current lease agreement on project property if currently occupied, and on future lease agreement if currently not-occupied to Leon County Division of Housing Services.
 - b. Property Owner shall provide a copy of the latest Publication of the HUD Rental Rate Table for Metropolitan Statistical Area Leon County denoting rent amount compliance.
 - c. Property Owner shall provide a lease amendment to tenant detailing leasehold agreement for the duration of the lien between the Property Owner and Leon County.
 - d. The Property Owner shall submit, bi-annually, a valid copy of the current lease agreement on the project property to the Housing Services Division at 918 Railroad Avenue, Tallahassee, Florida 32310, or current office at that time, for the duration of the lien.
 - e. The above documentation shall be maintained in the client file;

C. Additional Information

1. Addresses of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
2. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
3. The number of occupants in the household, categorized by sex; and
4. The racial demographic shall be denoted by Head of Household.



LEON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITIZEN PARTICIPATION PLAN

created November 27, 1990
rev. August 18, 1998
rev. December 12, 2000
rev. May 8, 2001
rev. February 19, 2002

OVERALL GOAL

Per the requirements of 24 CFR 570.431 and DCA Rule 9B-25, the purpose of this Plan is to ensure an adequate opportunity for community wide participation in the planning, development, implementation and performance evaluation activities related to Leon County's Community Development Block Grant (CDBG) Program.

OBJECTIVES

- A. To increase interchange of information between CDBG staff and the local citizenry concerning community development and related concerns.
- B. To heighten public awareness as to the purpose and function of the CDBG program and the types of assistance available, especially among low/moderate income residents of the CDBG targeted area.
- C. To increase community participation in program planning and implementation, and thereby create local support for CDBG goals.
- D. To allow affected or potentially affected citizens to directly assist in shaping and guiding the program's impact upon their neighborhood as well as the community at large.

CITIZENS ADVISORY TASK FORCE

Due to the inherent necessity for continuous citizen involvement in the Program the Leon County Board of County Commissioners has established the Housing Finance Authority as the CDBG Citizens Advisory Task Force and will include one additional member is a low-income citizen of the unincorporated Leon County. The Task Force, by assisting with program planning, implementation and assessment, forms the central avenue through which ongoing citizen involvement and oversight are assured. Through this group, the Board assures representation of varied segments of the community. The diverse representation provides an overall community-wide perspective relative to CDBG information, programmatic suggestions and complaints.

The Citizens' Advisory Task Force is comprised of eight members, of which a significant percentage are low/moderate income and/or minority representatives.

The task force holds regular meetings at a time to be decided by the Advisory Task Force and shall be open to the general public. These meetings are readily accessible to interested parties and the local media and Board are provided copies of the agenda prior to the CDBG meeting. During such meetings, the task force assists staff in all aspects of the CDBG program, including: designing and implementing surveys and questionnaires, gathering and assessing citizen input, selection of target areas, documentation and prioritization of needs, community outreach and public relations, public meetings, determination of program activities and service levels, quality assurance, and continuous program monitoring (including client selection, bid processes, grievances, performance, etc.). The Task Force forms a major link between the local government service provider and the community. See Citizens Advisory Task Force Bylaws.

Additional meetings and committee meetings are held as needed.

PUBLIC HEARINGS, NOTICES AND MEETINGS

Program regulations require specified public hearings and notices:

<u>Program Component</u>	<u>Number of Public Hearings</u>
Pre-application/Planning Stage (including assessment of previous performance)	One hearing Numerous Task Force Meetings
Application Stage (including assessment of previous performance)	One hearing Numerous Task Force Meetings
Grant Closeout (pursuant to CFR 570.431 (b) 7)	One hearing
Amendments to CDBG Program	Task Force notification
	One hearing Task Force notification/Approval

All public hearings will be announced in the non-legal section of the local newspaper a minimum of five (5) working days but not more than fourteen (14) working days prior to the scheduled hearing. The hearing will be advertised at least once during the period. To ensure accessibility, hearings will be held at the following locations: County Commission Chambers, Leon County Courthouse.

ACCESS TO PUBLIC INFORMATION

All program information will be available for inspection by interested citizens, including, at a minimum: CDBG Advisory Task Force Minutes, CDBG Application, Housing Assistance Plan(s), CDBG Program Regulations, Guidelines and Operating Procedures, Quarterly Status Reports, and the Citizen Participation Plan. These documents are available during normal working hours (Monday through Friday from 8:00 a.m. to 4:30 p.m.) in the Housing Program Office, 918 Railroad Avenue. This information will be available at no charge.

In addition, specific information dissemination and technical assistance activities will be undertaken to inform the low/moderate income persons residing in the CDBG Target Area. Such activities include neighborhood meetings at community centers, churches or other convenient locations, community

outreach by CDBG staff, direct contact by Citizens Advisory Task Force neighborhood representatives, and written (flyer type) information concerning the program. These activities provide excellent opportunities for interaction in a neutral setting between staff, Citizens Advisory Task Force representatives and those residents served by the program, whereby citizen views and recommendations are strongly encouraged.

CITIZEN COMPLAINT PROCESS

See Attachment.

BILINGUAL OPPORTUNITIES

According to the 1990 Census, the foreign born population in Leon County is not significant. Operational experience in the CDBG Target Area has confirmed that the number of families speaking foreign languages is insignificant.

RESPONSE TO PROGRAM INQUIRIES

All inquiries concerning the CDBG program will be promptly answered either by telephone, personal contact, or in writing. All written inquiries will be answered in writing. The response period should not exceed fifteen (15) days from the date of receipt of the inquiry by the CDBG Administrative Office.

COMPLAINT PROCEDURES

It is policy of Housing and Urban Development (HUD), the Florida Department of Community Affairs (DCA), and Leon County to provide a means by which persons may file complaints of substandard workmanship and complaints of discrimination in housing and/or HUD assisted contracts. Therefore, it is the policy of Leon County to enforce nondiscrimination practices in program policy, procedure or performance and to assure quality workmanship.

1. Any person who feels that he/she has been discriminated against because of race, color, religion, sex, national origin, age or physical handicap, sexual orientation, or has a complaint concerning quality of workmanship should contact the Assistant County Administrator.
2. All complaints should be filed within forty-five (45) days of the alleged unlawful practice.
3. Upon receipt of the complaint, notice of same will be served in writing by certified mail, return receipt requested, upon the individual (s) and/or company against whom the complaint has been filed.
4. A fair and impartial investigation will be conducted by the appropriate party and within fifteen (15) working days a written report of findings and determinations will be rendered. Proper notification of findings will be served upon the complainant and the respondent by certified mail.
5. Within ten (10) working days after the service of said findings and determinations, either party may request a hearing if they are not satisfied.
6. When a hearing is requested by either party, the appropriate hearing officer, appointed by the County Administrator, will conduct the hearing in accordance with applicable laws, procedures and regulations.
7. Within ten (10) working days after the hearing, a decision will be rendered by the hearing officer and all necessary parties notified of the determination.
8. The determination of the appropriate hearing officer will be submitted to the Advisory Task Force for final determination, said council having the authority to uphold, resend or reverse a previous determination.
9. An appeal of the local determination/decision can be filed by either party with Leon County Board of County Commissioners or the Florida Department of Community Affairs no later than one hundred eighty (180) days after the occurrence of the alleged unlawful practice.
10. Any person who feels that he/she has been discriminated against as referenced in item number has the option of taking the case before the Grievance Committee, as established by the CDBG Advisory Task Force. The Grievance Committee will make a recommendation to the Advisory Task Force.
11. Nothing in the aforementioned procedures shall prohibit a person from filing a complaint directly with the U. S. Department of Housing and Urban Development, c/o Fair Housing and Equal Opportunity Division, and/or Florida Department of Community Affairs, 2555 Shumard Oak Blvd. The Sadowski Building, Tallahassee, Florida 32399-2100.

Housing discrimination complaints or questions may also be filed by calling:

HUD: 1-800-424-8590
State: 1-800-342-8170

Leon County Florida Citizen Complaint Policy | 2014

CITIZEN COMPLAINT POLICY

It is a policy of the U.S Department of Housing and Urban Development (HUD), the Florida Department of Economic Opportunity (DEO) and Leon County to provide a means by which persons may file complaints of substandard workmanship and complaints of discrimination in housing and/or HUD assisted contracts. Therefore, it is the policy of Leon County to enforce nondiscrimination practices in program policy, procedure or performance and to assure quality workmanship.

1. Any person that feels that he/she has been discriminated against because of race, color, religion, sex, national origin, age or physical handicap, sexual orientation, or has a complaint concerning quality of workmanship should contact the Housing Administrator in the Office of Human Services and Community Partnerships.
2. All complaints should be filed within forty-five (45) days of the alleged unlawful practice.
3. Upon receipt of the complaint, notice of same will be served in writing by certified mail, return receipt requested, upon the individual(s) and/or company against whom the complaint has been filed.
4. A fair and impartial investigation will be conducted by the appropriate party and within 15 working days a written report of findings and determinations will be rendered. Proper notification of findings will be served upon the complainant and the respondent by certified mail.
5. Within ten (10) working days after the service of said findings and determinations, either party may request a hearing if they are not satisfied.
6. When a hearing is requested by either party, the appropriate hearing officer, appointed by the County Administrator, will conduct the hearing in accordance with applicable laws, procedures and regulations.
7. Within ten (10) working days after the hearing, a decision will be rendered by the hearing officer and all necessary parties notified of the determination.
8. The determination of the appropriate hearing officer will be submitted to the Advisory Task Force for final determination, said council having the authority to uphold, rescind or reverse a previous determination.
9. An appeal of the local determination/decision can be filed by either party with the Leon County Board of County Commissioners no later than one hundred eighty (180) days after the occurrence of the alleged unlawful practice.

Leon County Florida Citizen Complaint Policy | 2014

10. Any person who feels that he/she has been discriminated against as referenced in item number one has the option of taking the case before the grievance Committee, as established by the CDBG Advisory Task Force. The Grievance Committee will make a recommendation to the Advisory Task Force.

11. Nothing in the aforementioned procedures shall prohibit a person from filing a complaint directly with the U.S. Department of Housing and Urban Development and/or the Florida Department of Economic Opportunity, CDBG Division.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

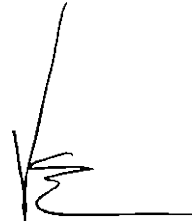
Agenda Item #11

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Resolution Supporting Project Juggernaut as a Qualified Target Industry Applicant



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, and Community Enhancement (PLACE)
Lead Staff/ Project Team:	Cristina Paredes, Director, Office of Economic Vitality Richard Fetchick, Budget Intelligence Manager, Office of Economic Vitality

Statement of Issue:

As required by the Florida Department of Economic Opportunity, this item seeks Board adoption of a resolution to support Project Juggernaut as a Qualified Target Industry (QTI) applicant.

Fiscal Impact:

This item has no fiscal impact to the County budget. A dedicated line item within the Office of Economic Vitality (OEV) Capital Budget will provide the required portion (20%) of local funding for the QTI incentive up to \$38,400. The local funding commitment will leverage \$153,600 in state funds for a total QTI incentive of \$192,000 based upon Project Juggernaut's future job creation performance.

Staff Recommendation:

Option #1: Adopt the Resolution Supporting Project Juggernaut as a Qualified Target Industry Applicant (Attachment #1).

Report and Discussion

Background:

This item seeks Board adoption of a resolution to support Project Juggernaut as a Qualified Target Industry (QTI) applicant. Project Juggernaut advances the following FY2017-FY2021 Strategic 5-Year Target:

- *Co-create 500 entrepreneur ventures and 11,500 new jobs, including 400 high-wage jobs. (T2)*

This particular 5-Year Target aligns with the Board's Economy Strategic Priority:

- *(EC2) Support programs, policies and initiatives to attract, create and promote expansion of business, entrepreneurship and job creation.*

On January 30, 2020, the Blueprint Intergovernmental Agency (IA Board) Board of Directors approved over \$2.3 million from the Office of Economic Vitality (OEV) funds to support Project Juggernaut (Attachment #2). As part of the incentive package, the IA Board approved Qualified Target Industry (QTI) funding for the required 20% local match of up to \$38,400. Under this incentive program, the local funding commitment will leverage \$153,600 in state funds for a total incentive of \$192,000 based upon future job creation performance.

As required by the State of Florida's Department of Economic Opportunity (DEO) and per Florida Statutes Section 288.106(4)(a)(10) the QTI resolution must be approved by a county and/or city government. This agenda item requests Board adoption of the resolution to support Project Juggernaut as a Qualified Target Industry (QTI) applicant (Attachment #1). The Resolution will form a key part of the incentive package that will induce the company to expand and add 32 jobs in the next five years.

Analysis:

Staff worked closely with partners at Enterprise Florida and DEO to prepare an incentive package for Project Juggernaut as a QTI applicant. The IA Board, in its capacity as the governing body for the Tallahassee-Leon County Office of Economic Vitality (OEV) to authorize incentives for competitive economic development projects, approved a resolution supporting Project Juggernaut as a QTI applicant at its January 30, 2020 meeting in accordance with Section 288.106(4)(a)(10), Florida Statutes, which states:

A resolution adopted by the governing board of the county or municipality in which the project will be located, which resolution recommends that the project be approved as a qualified target industry business and specifies that the commitments of local financial support necessary for the target industry business exist. Before the passage of such resolution, the department may also accept an official letter from an authorized local economic development agency that endorses the proposed target industry project and pledges that sources of local financial support for such project exist. For the purposes of making pledges of local financial support under this subparagraph, the authorized local

economic development agency shall be officially designated by the passage of a one-time resolution by the local governing board.

Enterprise Florida and DEO requested a resolution from the County or City supporting the QTI application-specific to Project Juggernaut. In order to proceed in a timely manner, staff has prepared this item seeking Board approval of the Resolution.

Should the company select Leon County for expansion, the projected investment and long-term impacts are as follows:

- \$48 million capital investment in a new 88,000 sq. ft. manufacturing center.
- 239 new manufacturing and research jobs to be created between 2022 and 2029.
- Economic impact of \$140.6 million, creating 367 construction-related and 586 permanent jobs as a result.

It is important to continue moving Project Juggernaut along expeditiously to ensure that Tallahassee-Leon County retains its competitive edge during the final stage of any company's decision-making process. Therefore, staff recommends that the Board adopt the Resolution supporting Project Juggernaut as a QTI applicant for the required 20% local match of up to \$38,400 to be funded by the OEV. The local funding commitment will leverage \$153,600 in state funds for a total QTI incentive of \$192,000 based upon future job creation performance.

Options:

1. Adopt the Resolution supporting Project Juggernaut as a Qualified Target Industry Applicant (Attachment #1).
2. Do not adopt the Resolution supporting Project Juggernaut as a Qualified Target Industry Applicant.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Project Juggernaut QTI Resolution 2020
2. January 30, 2020 Blueprint Intergovernmental Agency Board of Director Agenda Item Requesting Approval of Allocation of Tallahassee-Leon County Office of Economic Vitality Funds in Support of Project Juggernaut

RESOLUTION No. 2020 - _____

A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA RECOMMENDING THAT **PROJECT JUGGERNAUT**, BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE AMOUNT OF UP TO \$38,400 AS A LOCAL MATCH FOR PARTICIPATION IN THE QUALIFIED TARGETED INDUSTRY TAX REFUND PROGRAM WITH HIGH-IMPACT SECTOR BONUS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Leon County, Florida (“the Board”) recognizes and acknowledges the importance of expanding the creation of Qualified Target Business in Leon County; and

WHEREAS, the Board does utilize and designate the Blueprint Intergovernmental Agency, whose Board of Directors is comprised of the Leon County Board of County Commissioners and the City of Tallahassee Commission, to aid, assist, and promote the general economic development goals of the County and effectuates financing economic development projects and programs; and

WHEREAS, the Blueprint Intergovernmental Agency, on January 30, 2020 approved local financial support for **PROJECT JUGGERNAUT** in the amount of up to \$38,400 for participation in the Qualified Targeted Industry Tax Refund Program with High-Impact Sector Bonus; and

WHEREAS, the business under consideration is an international research & development facility, specifically, **PROJECT JUGGERNAUT**; and

WHEREAS, PROJECT JUGGERNAUT will create 32 new full-time positions, forge partnerships with existing local research and development entities further defining our region as a global research and development destination; and

WHEREAS, the basis of this project’s average private sector wage commitment calculation shall be 150% of the Leon County average annual wage; and

WHEREAS, PROJECT JUGGERNAUT has been identified as a Target Industry Business and, moreover, falls within one of the high-impact sectors designated under section 288.108, Florida Statutes, specifically Advanced Manufacturing, and is eligible to apply for the Florida Qualified Target Industry Tax Refund with a High-Impact Sector Bonus, pursuant to section 288.106; and

WHEREAS, PROJECT JUGGERNAUT plans to construct a new facility with an investment of \$10.75 million toward construction and new equipment purchases; and

WHEREAS, LEON COUNTY hereby acknowledges that local financial support of 20% of the total tax refund is required under the provisions of section 288.106, Florida Statutes, governing the State’s Qualified Target Industry Tax Refund Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF LEON COUNTY, FLORIDA, as follows:

1. The Board hereby recommends **PROJECT JUGGERNAUT** be approved as a Qualified Target Industry Business with a High-Impact Sector Bonus pursuant to section 288.106, Florida Statutes.

2. The Board authorizes the Blueprint Intergovernmental Agency to commit up to \$38,400 as a local match for the application; this amount representing 100% of the total required local match for the creation of up to 32 new jobs under the QTI program, to be disbursed from the Tallahassee-Leon County Office of Economic Vitality Qualified Target Industry Tax Refund account, and reserved for this purpose on behalf of the Blueprint Intergovernmental Agency Board. Should the project be approved by the State of Florida for the tax refund under the QTI program in amount less than the total of the \$192,000 requested, the local match herein shall be reduced accordingly to represent the 20% local match that is required.

3. The necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program with both an average annual salary bonus and a High-Impact Sector Bonus exists for **PROJECT JUGGERNAUT** in the amount of \$38,400, which includes a “per job” benefit of \$600 for the Qualified Target Industry Tax Refund, \$200 for paying salaries greater than 150% of Leon County’s average annual wage, and \$400 for the High-Impact Sector bonus. This amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to section 288.106, Florida Statutes.

This Resolution shall take effect immediately upon its adoption.

INTRODUCED, PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida this _____ day of February, 2020.

LEON COUNTY, FLORIDA

ATTESTED BY:
Gwendolyn Marshall
Clerk of the Court and Comptroller,
Leon County, Florida

BY: _____
Bryan Desloge,
Chairman Board of County Commissioners

BY: _____

APPROVED AS TO FORM:
Leon County Attorney’s Office

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

Blueprint Intergovernmental Agency Board of Directors Agenda Item #6 January 30, 2020

Title:	Approval of the Allocation of Tallahassee-Leon County Office of Economic Vitality Funds in Support of Project Juggernaut
Category:	General Business
Intergovernmental Management Committee	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
Lead Staff / Project Team:	Benjamin H. Pingree, Director, Department of PLACE Cristina Paredes, Director, Office of Economic Vitality

STATEMENT OF ISSUE:

This agenda item requests approval of a competitive incentive package to support the expansion of a local manufacturing company, Project Juggernaut. Project Juggernaut represents a Tallahassee-Leon County-based advanced manufacturing company considering expansion within Innovation Park. The company expansion will include:

- \$48 million capital investment in a new 88,000 sq. ft. manufacturing center
- 239 new manufacturing and research jobs (current targets include 32 jobs by 2024 – 30% high skill / 70% middle skill, and 207 jobs of similar skills distribution by 2031) to be created between 2022 and 2029.
- Economic impact of \$140.6 million, creating 367 construction-related and 586 permanent jobs as a result.

This project is highly competitive as the company is also considering other locations for the new manufacturing facility.

Due to the sensitive nature of its current site selection process, the company has requested in writing that OEV maintains full confidentiality of certain information in accordance with Florida law. Section 288.075, Florida Statutes, allows specific company information to be kept confidential during the negotiation of an economic incentive opportunity. Protected information, including the company's plans, intentions, or interests to locate, relocate, or expand any of its business interests in the state, is exempt from public disclosure for 12 months after the Agency receives a request for confidentiality and up to 180 days after a final project order for an economic incentive agreement is issued by the Department of Economic Opportunity. More detailed information regarding the business will be shared as the company's final location decision is made.

FISCAL IMPACT:

The total fiscal impact of Project Juggernaut for the next ten years is estimated to be **\$2,308,810**:

- \$38,400 for QTI Tax Refund Match;
- \$1,465,410 for the Target Business Program;
- \$805,000 to support Leon County Research and Development Authority increased Economic Competitiveness 2019-21 Strategic Plan Goals and OEV Strategic Plan.

Funding for this proposal is available in the OEV budget and will be budgeted as part of the OEV Capital Budget. It is anticipated that the first LCRDA payment will be issued in FY 2021 and the first TBP and QTI funding will be distributed in FY 2022. Therefore, the incentives requested in this package can be covered by the OEV Capital budget. If approved and the company moves forward, Project Juggernaut activity is expected to create 239 new full time jobs, over 10 years, with salaries greater than 150% of the local average annual wage and an estimated \$48 million in capital investments in Leon County.

STRATEGIC PLAN:

The development of an incentive package for prospective clients directly supports the following Economic Development Strategic Plan goal:

- Identify and develop a full inventory of all available products (sites and buildings) along with the workforce, resources and other factors that create the total picture a company may consider in choosing to relocate or expand to Tallahassee-Leon County (d.1).
- Develop concise, sector-specific materials and the tools to showcase Tallahassee-Leon County to prospective clients using personal outreach to maximize effectiveness and efficiency (d-2).
- Site-readiness and marketing also support Technology Transfer and Commercialization, which through strategy b.1.5 seeks to facilitate the creation of 200 new private sector jobs related to tech cluster development.

This incentive package directly supports OEV's job creation goal to create 200 high wage jobs in target industry sectors and builds upon the "Magnetic Capital of the World" business development activities.

RECOMMENDED ACTION:

- Option 1: Approve \$2,308,810 from OEV funds to support Project Juggernaut to include:
- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
 - QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
 - Authorize the Director of PLACE to execute the commitment of funds to Leon County Research and Development Authority Funds in the amount of

\$805,000 as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:

- Funding to support Asset Maximization and Readiness by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings.
- Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel.
- Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

BACKGROUND:

On October 27, 2016 the IA approved the Economic Development Strategic Plan for Tallahassee-Leon County which reflects the Board's desire to invest in and cultivate the evolving economic development landscape. During this meeting, the Board also adopted the Policies and Procedures Manual for OEV, which formally guides staff activity and ensures appropriate and responsible use of organizational resources and allows it to develop a successful, customer-centric approach. These policies, including the local Targeted Business Program (TBP) and the Qualified Targeted Industry (QTI) Tax Refund Program administered by the State of Florida, also benefit the local community in that they present competitive incentive packages for economic development opportunities. As part of this new policy, the Board approved the Intergovernmental Management Committee (IMC) to approve and execute any documents related to local incentive programs less than \$500,000 per program and any incentive program exceeding \$500,000 must be brought to the Board for consideration.

Staff is currently working closely with Project Juggernaut as well as local and state economic development partners to communicate the benefits of choosing Tallahassee-Leon County over its out-of-state competitors for its proposed expansion. In order to remain competitive, this agenda item requests the approval of the itemized incentive package, which will trigger the company's retention and expansion locally.

PROJECT OVERVIEW

Project Juggernaut represents a Tallahassee-Leon County-based advanced manufacturing and magnetic technology company considering expansion within Innovation Park. The company practices corporate social responsibility, with energy, climate, and environment sustainability targets, and donations to local nonprofits and Leon County Schools.

The company expansion represents a \$48 million capital investment and 239 new manufacturing and research jobs over the next 10 years, and a new 80,000sq. ft. manufacturing center. Based on the project's known parameters, Project Juggernaut is eligible to participate in four incentive programs: the Targeted Business Program (TBP), the Qualified Target Industry

Program (QTI), the State of Florida's Urban Job Tax Credit Program, and the Career Source Incumbent Worker Training (IWT).

ECONOMIC IMPACT ANALYSIS

The project received an economic analysis conducted by the FSU Center for Economic Forecasting and Analysis, which found that Construction and Permanent Employment benefits from the project would equal \$140 million in economic output. Of this, \$52 million would occur as a one-time construction impact and \$88.6 million would occur yearly once the full amount of hires (239) is made. This will result in 105 indirect and 242 induced jobs created and sustained once the expansion is fully operational, and will permanently contribute an additional \$88.6 million to the Tallahassee MSA economy thereafter. The forecast estimates that permanent operations will lead to \$5.8 Million federal and \$2.7 million state and local taxes on a yearly basis at full buildout (Attachment #1).

TARGET BUSINESS PROGRAM (LOCAL)

TBP is a local incentive program utilized to induce business growth that is beneficial to the community by helping to implement the long-term vision for economically viable and environmentally sustainable growth. TBP offers incentives to new and existing businesses that create value-added jobs that will diversify the economy suited to Tallahassee-Leon County's business mix and will generate revenue growth from the sales of goods and services outside the local economy. While TBP rewards job creation, it is built off of a company's local capital expenditures on land, buildings, and equipment. The greater a company's outlay for real estate, the higher potential it has for TBP reimbursement. In this instance, the company qualifies for 100% reimbursement of permit fees and a portion of ad valorem taxes over ten years. The total estimated TBP incentive for this project is \$1,465,410 over the next ten years, which includes an estimated one-time \$40,000 reimbursement for development fees in year one, based upon its corporate performance, metric fulfillment, and reimbursement request. It is anticipated that the first reimbursement will be issued in FY 2022 at the earliest, thus it is anticipated that adequate funding will be available through the allocation of sales tax dollars for economic development. The annual allocation for Project Juggernaut's TBP is estimated to range from \$69,833 in year one and \$279,154 in year ten, with a ten year average of \$146,541 per year.

QUALIFIED TARGETED INDUSTRY (STATE/LOCAL)

Through its creation of high-wage jobs (150% Area Median Wage) in a "high impact sector", this project is eligible for up to \$6,000 in state tax reimbursements for each job created. During the current cycle (2020-2024), the company anticipates creating 32 jobs, which makes the company eligible for \$192,000 in total. Of this, \$153,600 (80%) would be paid by the Florida Department of Economic Opportunity and \$38,400 (20%) would be paid through OEV QTI match fund dollars. QTI awards are only allowed to be assessed and disbursed during a five year period; however, the company has submitted job creation projections for a ten year period. Hence, it is anticipated that Project Juggernaut will have two job creation phases for consideration by the CPC and ultimately the IA Board of probable future QTI match requests associated with the project. Phase 1 (as defined by DEO) covers 2020-2024. It is anticipated that Project Juggernaut will bring a subsequent request forward on Phase 2/3, which would cover 2025-2029 and an estimated 207 jobs as the Company continues to expand their manufacturing line. OEV has

therefore calculated the total estimated QTI reimbursement to be \$286,800 if all 239 jobs are created and incented according to the current method. This leaves a remainder of \$248,400 of potential QTI match through future applications that OEV may participate in if job creation meets targets.

Of note, the continuation of the QTI program is under consideration by the Florida Legislature, since the current statute is set to sunset in June 30, 2020.

FLORIDA STATE UNIVERSITY COMMITMENT

With the expansion, the company may need to extend its footprint beyond its existing parcels, mainly to allow for additional parking and vehicular access. As part of the company's proposed incentive package, Florida State University is also contributing land (Parcel 6C) to enhance the existing access, facilities, and private sector investment at Innovation Park.

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY FUND REQUEST, INCREASED ECONOMIC COMPETITIVENESS PROPOSAL

At its December 12, 2019 meeting, the Leon County Research and Development Authority (LCRDA) Board agreed to lease the two proposed project sites (land valued at \$805,000) to Project Juggernaut at no cost to the company for a term through January 28, 2074. The project sites are controlled by LCRDA, and constitute 16.72 acres, with an appraised value of \$805,000. Unlike previous recruitment and expansion projects at Innovation Park, LCRDA has informed OEV that it is not in a position to make a financial commitment at this time. The LCRDA Board submitted a request to the Blueprint Intergovernmental Agency Board of Directors in the amount of \$805,000 to support the execution of the LCRDA strategic plan at Innovation Park and long-term economic development strategic plan of Tallahassee-Leon County (Attachment #2).

To ensure that disbursements support both the long-term economic development strategic plan of Tallahassee-Leon County and LCDRA strategic plan, it is recommended that a Memorandum of Understanding (MOU) be developed to support specific activities related to Goals 2 and 3 of the 2019-2021 LCRDA Strategic Plan. Goals and rationales for funding eligibility under this disbursement are as follows:

- Goal #1 Construct and equip the incubator by December 31, 2020 and have 50% occupied by December 31, 2021.
 - The IA Board previously approved \$2.5 Million toward the building of an incubator should LCRDA obtain EDA grant funding.
- Goal #2 Asset Maximization & Readiness and Goal #3 Attract at least 3 new targeted private companies to expand/relocate to Innovation Park by December 31, 2021.
 - These goals are consistent with the Long Term Economic Development Strategic Plan approved by the IA Board.
- Goals 4 and 5 are specifically related to LCRDA governance and financial resources.

Goals #2 and #3 directly support the "Magnetic Capital of the World" business development activities as well as other long-term economic development actions in the Strategic Plan:

- Identify and develop a full inventory of all available products (sites and buildings) along with the workforce, resources and other factors that create the total picture a company may consider in choosing to relocate or expand to Tallahassee-Leon County (d.1).
- Develop concise, sector-specific materials and the tools to showcase Tallahassee-Leon County to prospective clients using personal outreach to maximize effectiveness and efficiency (d-2).
- Site-readiness and marketing also support Technology Transfer and Commercialization, which through strategy b.1.5 seeks to facilitate the creation of 200 new private sector jobs related to tech cluster development.

Other Eligible State Incentive Programs

Project Juggernaut is also eligible to participate in the State of Florida's Urban Job Tax Credit Program, upon achieving specific job creation milestones. This new local funding initiative is tailored for new or existing businesses located in the designated high crime area by the State of Florida in Tallahassee-Leon County to help encourage quality job growth. It provides eligible businesses that create jobs a pay-for-performance refund that is determined by the number of jobs created and the average annual wage of the created jobs. It is evaluated and applied for on a yearly basis and is estimated that the organization could be eligible for a total of \$239,000 over ten years. OEV will continue to work with our partners to assist in workforce recruitment and retention to help ensure the talent pool in the Tallahassee area continues to grow.

In addition, CareerSource would make funds available via the Incumbent Worker Training (IWT) program to provide training for the current employee base totaling \$150,000 over nine years. This program provides grants for continuing education and training of current full-time employees at Florida companies by reimbursing up to 75% for pre-approved training costs.

COMPETITIVE PROJECTS CABINET:

At its January 23, 2020 meeting, the Competitive Projects Cabinet (CPC) unanimously approved the full allocation of \$2,308,810 from OEV funds to support Project Juggernaut, including:

- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
- QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
- Commitment of funds to Leon County Research and Development Authority Funds
- Recommends the allocation of \$805,000 in OEV funds to support 2019-2021 LCRDA strategic plan as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:
 - Funding to support Goal #2 of LCDRA Strategic Plan (Asset Maximization and Readiness) by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings. This investment in asset maximization and readiness will increase the economic competitiveness of Innovation Park and accommodates the businesses OEV is trying to attract.
 - Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel. This targeted

recruitment supports the “Magnetic Capital of the World” business development activities, aligns with OEV’s strategic plan as well as Goal #3 of LCRDA’s plan.

- Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company’s obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

Funding for this proposal is available in the OEV budget and will be budgeted as part of the OEV Capital Budget. It is anticipated that the first LCRDA payment will be issued in FY 2021 and the first TBP and QTI funding will be distributed in FY 2022. Therefore, the incentives requested in this package can be covered by the OEV Capital budget as shown in the 20-year OEV Capital budget in Attachment #3.

NEXT STEPS

Upon IA Board review and approval, the company will be notified via a letter. Per QTI application requirements found in section 288.106(4)(a)10, Florida Statutes, OEV will bring the QTI Resolution before the Board of County Commissioners at its February 11, 2020 to approve (See Attachment #4). The resolution will be transmitted to DEO to complete the QTI Phase 1 application.

For local components of the incentive, staff will compose a contract similar to previous incentive awards that ties funding disbursement to proven new employment and wages, and demonstrable taxes (e.g. ad valorem, tangible personal property, corporate income and sales tax) paid by the company during eligible timelines.

In addition, staff recommends that the PLACE Director be authorized to execute a Memorandum of Understanding between OEV and LCRDA that determines the terms of the \$805,000 funding commitment, per the recommendations below. If granted, OEV staff will work with LCRDA to finalize this MOU.

CONCLUSION:

Project Juggernaut can consist of an incentive-induced expansion of a major advanced manufacturer within Leon County. If induced, the company is anticipated to launch a \$48 million dollar investment in a new 88,000 square foot advanced manufacturing facility that will create 239 high wage jobs during the period 2022-2031.

The CPC and OEV staff are recommending the IA Board’s approval of Project Juggernaut’s current **\$2,308,810** incentive package, including:

- Target Business Program funding for a total estimated amount of **\$1,465,410** over ten years;
- QTI 20% match of **\$38,400** – which will leverage \$153,600 in funding from the State of Florida;
- Commitment to LCRDA Leon County Research and Development Authority Funds in the amount of \$805,000 as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:

- Funding to support asset maximization and readiness by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings. This investment in asset maximization and readiness will increase the economic competitiveness of Innovation Park and accommodates the businesses OEV is trying to attract. These items are in agreement with OEV Strategic Plan Strategies d.1, d.2, and b.1.5 as well as Goal #2 of LCRDA's plan.
- Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel. This targeted recruitment supports the "Magnetic Capital of the World" business development activities, aligns with OEV's strategic plan d.1, d.2, and b.1.5 as well as Goal #3 of LCRDA's plan.
- Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

The company will make its final expansion decision in Spring 2020. Following the IA Board approval of Project Juggernaut's incentive packet, staff will continue assisting the company with any planning and permitting needs that arise during the expansion phase.

RECOMMENDED ACTION:

- Option 1: Approve \$2,308,810 from OEV funds to support Project Juggernaut to include:
- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
 - QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
 - Authorize the Director of PLACE to execute the commitment of funds to Leon County Research and Development Authority Funds in the amount of \$805,000 as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:
 - Funding to support Asset Maximization and Readiness by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings.
 - Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel.
 - Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

OPTIONS:

- Option 1: Approve \$2,308,810 from OEV funds to support Project Juggernaut to include:
- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
 - QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
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 - Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.
- Option 2: Do not approve the Project Juggernaut Incentive Package.
- Option 3: IA Board Direction.

Attachments:

1. Project Juggernaut Economic Impact Results
2. Project Juggernaut LCRDA Proposal
3. OEV CIP Budget
4. DRAFT Leon County Commission Juggernaut QTI Resolution

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Economic Impact Results Project Juggernaut

Introduction

The Center for Economic Forecasting & Analysis (CEFA) at Florida State University, in Partnership with the Tallahassee-Leon County Office of Economic Vitality (OEV) prepared the following economic impact analysis for Project Juggernaut. Consistent with standard practice for economic impact analysis, the direct impacts associated with the proposed project, as well as the indirect and induced impacts are calculated for the Tallahassee Metropolitan Statistical Area (MSA). These impacts have been produced using the IMPLAN® model.

This report evaluates the proposed project’s broader economic benefits, measured in terms of economic output (the value of industry production), local employment or jobs, and income or wages. Calculations are provided for two categories of benefits (and totaled): a) Construction (or Temporary) benefits; and b) Permanent benefits associated with the ongoing operation of the commercial operations. The total economic impact of Project Juggernaut is the summation of the one-time economic benefits associated with the construction phase of the project and the ongoing, permanent operations of the proposed \$48 million advanced manufacturing project.

The project will generate the following types of economic benefits in the regional economy:

- **Direct Benefits.** Direct benefits relate to: a) the short-term business activity associated with project construction, and b) the ongoing business activity associated with the businesses that are located within the developed project.
- **Indirect Benefits.** Indirect benefits will result when local firms directly impacted by the project in turn purchase materials, supplies or services from other firms.
- **Induced Benefits.** Induced benefits relate to the consumption and spending of employees of firms that are directly or indirectly affected by the project. These would include all of the goods and services normally associated with household consumption (i.e., housing, retail purchases, local services, etc.).

Summary of Total Economic Impact

The total economic impact of Project Juggernaut is estimated to total 953 jobs, over \$47 million in income or wages and approximately \$141 million in total economic output. The construction impacts are estimated to total 367 jobs, over \$18 million in income or wages and more than \$88.6 million in total economic output (sales/revenues). On an annual (permanent) basis, the project is projected to generate 586 jobs, approximately \$29 million in income or wages, and more than \$88 million in total economic output (sales/revenues).

Tallahassee MSA Total Economic Impact

Economic Measure	Economic Output (Sales/Revenues)	Employment or Jobs	Income or Wages
Construction	\$52,047,437	367	\$18,071,394
Permanent Employment	\$88,619,374	586	\$28,958,320
Grand Total	\$140,666,811	953	\$47,029,714

* in Nov 2019 \$

Summary of Employment Impact

Construction (temporary) impact will create 158 one-time jobs with an additional 209 indirect and induced jobs. These jobs are not permanent jobs, rather, when the project is complete the construction employment demands

created by the project will cease. A total of 239 permanent jobs will be created when construction is complete and all economic activities are fully operational, with an additional 105 indirect and 242 induced jobs needed to support project operations. The jobs associated with the operations are permanent jobs, therefore these impacts will continue on an annual basis.

Tallahassee MSA Employment Impact

Employment	Direct	Indirect	Induced	Total
Construction	158	46	163	367
Permanent	239	105	242	586
Grand Total	397	151	405	953

Summary of Output Impact

Construction (temporary) impacts will result in almost \$24 million in direct economic output (total economic activity generated by the project) with an additional \$28.3 million in output from indirect and induced economic activity. Permanent direct economic output will exceed \$41 million annually, with an additional \$46.8 million in annual indirect and induced economic output.

Tallahassee MSA Output Impact

Output	Direct	Indirect	Induced	Total
Construction	\$23,668,459	\$7,502,548	\$20,876,430	\$52,047,437
Permanent	\$41,812,041	\$15,524,699	\$31,282,634	\$88,619,374
Grand Total	\$65,480,500	\$23,027,247	\$52,159,064	\$140,666,811

* in Nov 2019 \$

Summary of Income Impact

Construction (temporary) direct impacts will result in almost \$8 million in one-time income with an additional \$10.1 million in income from indirect and induced jobs. The jobs associated with construction are not permanent jobs, rather, when the project is complete those employment demands created by the project will cease. Nearly \$12.4 million in income annually will be created by permanent employment when construction is complete and all economic activities are fully operational, with an additional \$16.5 million in indirect and induced jobs needed to support project operations. The income associated with the operations are permanent wages, therefore these impacts will continue on an annual basis.

Tallahassee MSA Income Impact

Income	Direct	Indirect	Induced	Total
Construction	\$7,883,703	\$2,485,119	\$7,702,572	\$18,071,394
Permanent	\$12,399,108	\$5,238,622	\$11,320,590	\$28,958,320
Grand Total	\$20,282,811	\$7,723,741	\$19,023,162	\$47,029,714

* in Nov 2019 \$

Summary of State, Local and Federal Taxes Impacts

In addition to the employment, income and economic output associated with the project, there is also the accrual of State, Local, and Federal taxes. The one-time fiscal impact associated with the construction of the project is estimated to be approximately \$5.6 million. The estimated annual fiscal impact is more than \$8.5 million.

Tallahassee MSA State, Local, and Federal Taxes Impact

Taxes	Permanent	Construction	Total
State & Local Taxes	\$2,757,873	\$1,938,265	\$4,696,138
Federal Taxes	\$5,822,335	\$3,695,457	\$9,517,792
Grand Total	\$8,580,208	\$5,633,722	\$14,213,930

* in Nov 2019 \$

**All impacts are presented as impacts to the Tallahassee MSA with monetary figures presented in current (November 2019) dollars. Additionally, the analysis is based on information provided by company representatives. Economic Impact analysis does not include any quality of life nor opportunity costs (alternative investment) valuation. Small differences in the estimates may occur due to rounding.*

Economic Impact Analysis Prepared By:

Julie Harrington, Ph.D.
Director, Center for Economic Forecasting and Analysis
Florida State University



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January 22, 2020

Mr. Ben Pingree, Director
Tallahassee/Leon County Department of Place
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301

RE: LCRDA Funding Request, Increased Economic Competitiveness Proposal

Dear Mr. Pingree:

On behalf of the Leon County Research & Development Authority (“LCRDA”) Board of Governors, I respectfully request \$805,000 from the Intergovernmental Agency for uses consistent with the execution of the LCRDA strategic plan. LCRDA and OEV are working hand-in-hand to execute OEV’s business attraction and growth strategy related to the Applied Research and Manufacturing industry clusters as they have been defined. Project Juggernaut is a prime example of this collaboration. In order to support this strategy and provide for more economic competitiveness, there are a number of tactics LCRDA will employ. Examples include developing pad-ready sites, as well as suitable R&D and lab space at Innovation Park.

Innovation Park is an integral component of the community’s economic vitality. LCRDA is currently proposing to provide its support to Project Juggernaut via a land lease to the Project Juggernaut company (“Company”). In order to provide a competitive project proposal, the Company has indicated LCRDA’s land must be made available to the company at no cost. The 16.72 acres of land has an appraised value of \$805,000. The land consists of 12.02 acres purchased by LCRDA and 4.7 acres leased by LCRDA from the State of Florida Board of Trustees of the Internal Improvement Trust Fund (“BTIITF”). LCRDA proposes to lease the land to the Company at no cost for a term through January 28, 2074 to run concurrent with its lease with BTIITF.

LCRDA fully supports Project Juggernaut and the value the Company brings to the community. The economic impact of the project is substantial in terms of job creation, income, and output, as well as the generation of Federal, State and Local taxes. However, none of these economic benefits flow directly to LCRDA. LCRDA does not directly receive any tax funding. At the same time, it is growing programs in support of early stage hard-science technology companies, as well as dealing with the cost of maintaining and renovating aging buildings and infrastructure.

In the absence of LCRDA receiving value for the assets it possesses, it must have alternative sources of funding in order to continue to fulfill its mission and support the economic development activities of the

community. We ask that the Intergovernmental Agency provide the requested funding contingent upon the Company choosing Tallahassee for its expansion and executing a corresponding no cost land lease with LCRDA. We ask that the requested funding be provided to LCRDA in the fiscal year beginning October 2020 and paid in equal installments over the next two years. LCRDA will submit a report of funds expended beginning November 2021 and annually thereafter until all funds are expended.

We thank you for your consideration of our request, and we would be happy to provide whatever information you require and to answer any questions you have.

Sincerely,
Leon County R&D Authority

A handwritten signature in black ink, appearing to read "Ronald J. Miller, Jr.", written in a cursive style.

Ronald J. Miller, Jr,
Executive Director

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Proposed FY 2020 Office of Economic Vitality Capital Projects and Economic Vitality Programs Budget							FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total, FY 2020-2024	
1 Sources of Funds							Blueprint 2020 Program Funding						
2	Allocation of Net Sales Tax Revenues						2,038,527	3,804,953	2,430,584	2,525,777	2,624,576	13,424,417	
3	City, County, State and Federal Funding (1)						852,928	482,707	487,534	492,409	497,333	2,812,911	
4	Bond Proceeds						-	20,000,000	-	-	-	20,000,000	
5	Grants and Miscellaneous Funding						510,000	-	-	-	-	510,000	
6	Total Sources of Funds for Office of Economic Vitality Projects						3,401,455	24,287,660	2,918,118	3,018,186	3,121,909	36,747,328	
7 Uses of Funds							Blueprint 2020 Program						
	A	B	C	D	A - B								Amount Remaining to Complete Project Based on Estimated Cost to Complete
		Estimated Cost to Complete Project (2)	Amounts Allocated in Prior Years	Project Expenses Through April 30, 2019	Project Balance as of April 30, 2019	Estimated Allocations Required to Complete Project	FY 2020 Projected Allocations	FY 2021 Projected Allocations	FY 2022 Projected Allocations	FY 2023 Projected Allocations	FY 2024 Projected Allocations	Total Projected FY 2020-2024 Allocations	
8 Incentives, Grants and Programs													
9		665,000	665,000	180,918	484,082	-	-	-	-	-	-	-	-
10		168,000	-	-	-	168,000	14,000	38,500	42,000	42,000	31,500	168,000	-
11		918,536	-	-	-	918,536	194,705	156,631	172,294	188,536	206,370	918,536	-
12		50,000	-	-	-	50,000	25,000	25,000	-	-	-	50,000	-
13		325,000	-	-	-	325,000	225,000	25,000	25,000	25,000	25,000	325,000	-
14		-	-	-	-	-	-	-	-	-	-	-	-
15		605,000	-	-	-	605,000	121,000	121,000	121,000	121,000	121,000	605,000	-
16		180,000	-	-	-	180,000	48,000	33,000	33,000	33,000	33,000	180,000	-
17		10,000	-	-	-	10,000	10,000	-	-	-	-	10,000	-
18		2,308,810	-	-	2,308,810	2,308,810	-	402,500	484,485	85,885	91,885	1,064,755	1,244,055
19 Capital Projects Allocations													
20		20,000,000	-	-	-	20,000,000	-	20,000,000	-	-	-	20,000,000	-
21		3,348,750	-	-	-	3,348,750	528,750	705,000	705,000	705,000	705,000	3,348,750	-
22		2,500,000	-	-	-	2,500,000	-	-	-	-	-	-	2,500,000
23 Business2Business Engagement Actions													
24		500,000	-	-	-	500,000	100,000	100,000	100,000	100,000	100,000	500,000	-
25		200,000	-	-	-	200,000	40,000	40,000	40,000	40,000	40,000	200,000	-
26		50,000	-	-	-	50,000	10,000	10,000	10,000	10,000	10,000	50,000	-
27		160,000	160,000	35,154	124,846	-	-	-	-	-	-	-	-
28		200,000	25,000	16,700	8,300	175,000	35,000	35,000	35,000	35,000	35,000	175,000	-
29 Economic Vitality Studies													
30		1,050,000	550,000	470,482	79,518	500,000	-	-	-	-	500,000	500,000	-
31		255,300	155,300	149,299	6,001	100,000	-	-	-	100,000	-	100,000	-
32		120,000	-	-	-	120,000	-	-	120,000	-	-	120,000	-
33 Total Uses of Funds, OEV Projects		33,614,396	1,555,300	852,553	3,011,557	32,059,096	1,351,455	21,691,631	1,887,779	1,485,421	1,898,755	28,315,041	3,744,055
34		3,000,000	-	-	-	3,000,000	1,000,000	500,000	500,000	500,000	500,000	3,000,000	-
35		-	-	-	-	-	1,050,000	2,096,029	530,339	1,032,765	723,154	5,432,287	-
36 Total Uses of Funds for Office of Economic Vitality Projects		36,614,396	1,555,300	852,553	3,011,557	35,059,096	3,401,455	24,287,660	2,918,118	3,018,186	3,121,909	36,747,328	3,744,055
37 Sources of Funds less Uses of Funds													

NOTE: The Capital Improvement Program allocates net sales tax and other sources of funds to capital infrastructure projects and economic development projects; only funding identified in FY 2020 will be allocated toward any projects. Funding identified in the outlying years (2021 - 2024) is based on current estimates of future net sales tax revenues for capital projects and other anticipated funding sources.

(1) Budgeted revenue from City, County, State and Federal funding consists of equal funding shares from the City of Tallahassee and Leon County to support the operations of the Minority, Women and Small Business Enterprise program. Each government has committed to fund one-third of the program's operating costs while the Office of Economic Vitality will fund the remaining amount from its dedicated sales tax revenue.

(2) The estimated costs to complete each project is based on the five-year time horizon presented in this Capital Projects Budget. Many of OEV's projects are of an ongoing nature and will not be considered "complete" until the IA Board provides direction to discontinue the project. Other projects, such as contributions to the Convention Center and LCRDA Incubator will be complete upon OEV's provision of funding. The annual airport allocation is ongoing for the life of the Blueprint 2020 sales tax.

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RESOLUTION No. 2020 - _____

A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA RECOMMENDING THAT **PROJECT JUGGERNAUT**, BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE AMOUNT OF UP TO \$38,400 AS A LOCAL MATCH FOR PARTICIPATION IN THE QUALIFIED TARGETED INDUSTRY TAX REFUND PROGRAM WITH HIGH-IMPACT SECTOR BONUS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Leon County, Florida (“the Board”) recognizes and acknowledges the importance of expanding the creation of Qualified Target Business in Leon County; and

WHEREAS, the Board does utilize and designate the Blueprint Intergovernmental Agency, whose Board of Directors is comprised of the Leon County Board of County Commissioners and the City of Tallahassee Commission, to aid, assist, and promote the general economic development goals of the County and effectuates financing economic development projects and programs; and

WHEREAS, the Blueprint Intergovernmental Agency, on January 30, 2020 approved local financial support for **PROJECT JUGGERNAUT** in the amount of up to \$38,400 for participation in the Qualified Targeted Industry Tax Refund Program with High-Impact Sector Bonus; and

WHEREAS, the business under consideration is an international research & development facility, specifically, **PROJECT JUGGERNAUT**; and

WHEREAS, **PROJECT JUGGERNAUT** will create 32 new full-time positions, forge partnerships with existing local research and development entities further defining our region as a global research and development destination; and

WHEREAS, the basis of this project’s average private sector wage commitment calculation shall be 150% of the Leon County average annual wage; and

WHEREAS, **PROJECT JUGGERNAUT** has been identified as a Target Industry Business and, moreover, falls within one of the high-impact sectors designated under section 288.108, Florida Statutes, specifically Advanced Manufacturing, and is eligible to apply for the Florida Qualified Target Industry Tax Refund with a High-Impact Sector Bonus, pursuant to section 288.106; and

WHEREAS, **PROJECT JUGGERNAUT** plans to construct a new facility with an investment of \$10.75 million toward construction and new equipment purchases; and

WHEREAS, **LEON COUNTY** hereby acknowledges that local financial support of 20% of the total tax refund is required under the provisions of section 288.106, Florida Statutes, governing the State’s Qualified Target Industry Tax Refund Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF LEON COUNTY, FLORIDA, as follows:

1. The Board hereby recommends **PROJECT JUGGERNAUT** be approved as a Qualified Target Industry Business with a High-Impact Sector Bonus pursuant to section 288.106, Florida Statutes.

2. The Board authorizes the Blueprint Intergovernmental Agency to commit up to \$38,400 as a local match for the application; this amount representing 100% of the total required local match for the creation of up to 32 new jobs under the QTI program, to be disbursed from the Tallahassee-Leon County Office of Economic Vitality Qualified Target Industry Tax Refund account, and reserved for this purpose on behalf of the Blueprint Intergovernmental Agency Board. Should the project be approved by the State of Florida for the tax refund under the QTI program in amount less than the total of the \$192,000 requested, the local match herein shall be reduced accordingly to represent the 20% local match that is required.

3. The necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program with both an average annual salary bonus and a High-Impact Sector Bonus exists for **PROJECT JUGGERNAUT** in the amount of \$38,400, which includes a “per job” benefit of \$600 for the Qualified Target Industry Tax Refund, \$200 for paying salaries greater than 150% of Leon County’s average annual wage, and \$400 for the High-Impact Sector bonus. This amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to section 288.106, Florida Statutes.

This Resolution shall take effect immediately upon its adoption.

INTRODUCED, PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida this _____ day of February, 2020.

LEON COUNTY, FLORIDA

ATTESTED BY:
Gwendolyn Marshall
Clerk of the Court and Comptroller,
Leon County, Florida

BY: _____
Brian Desloge, Chairman
Board of County Commissioners

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

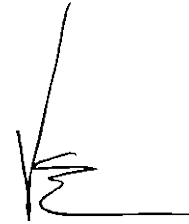
Agenda Item #12

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: 2019 Concurrency Annual Report



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

Statement of Issue:

This agenda item seeks approval of the 2019 Concurrency Management Annual Report. Section 10-3.106(d) of the Leon County Land Development Code requires an annual status report on the capacity and levels of service of public facilities in Leon County, consistent with the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the 2019 Concurrency Management Annual Report (Attachment #1).

Report and Discussion

Background:

This agenda item seeks approval of the 2019 Concurrency Management Annual Report, an annual status report on the capacity and levels of service of public facilities in Leon County.

The Board adopted a Concurrency Management Ordinance (Article III, Chapter 10 of the Leon County Code of Laws) on October 16, 1990. The purpose of the Ordinance is to effectuate the implementation of the Tallahassee-Leon County Comprehensive Plan. Section 10-3.106 (d) of the Leon County Land Development Code requires an annual status report, consistent with the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan, be provided to the Board.

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

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

School concurrency became effective June 6, 2008; however, Florida Statute made school concurrency optional in 2011. Leon County has maintained the requirement under its home rule authority. The Leon County School Board is responsible for reviewing all new residential developments within Leon County for impacts to the school system. Any project causing the LOS standard for a school or schools to be exceeded, requires mitigation.

Analysis:

The following is a brief summary of the 2019 Concurrency Management Annual Report:

- Roadways: The Concurrency Management System (CMS) includes 444 roadway segments (Attachment #2). 20 of these roadway segments are operating at 100% volume to capacity ratio or greater, and are therefore exceeding the LOS adopted in the Tallahassee-Leon County Comprehensive Plan (Attachment #3).
 - 12 of the 20 segments that are operating below the adopted LOS are state roads. One of the state road segments, North Monroe Street from Sessions to Fred George Road, is capacity constrained. This segment is unlikely to be widened further due to prohibitively high cost of right-of-way.
 - The remaining eight segments are County roads.
 - Seven of the eight County road segments operating below the LOS standard are based on committed demand, not trips currently on the road.
 - The one County roadway segment operating below the adopted LOS based on traffic count is Old Bainbridge Road northbound from Fred George to Capital Circle. Leon County will construct safety improvements along this roadway in 2020 and 2021 (new signage, shoulder widening, and drainage improvements) with the Highway Safety Improvements funds through FDOT. Old Bainbridge road is a constrained canopy road and cannot be widened due to negative environmental impacts.
- *Solid Waste:* The solid waste LOS continues to be met by the operation of the Gum Road Transfer Station. Solid waste is analyzed for each new development, instead of projecting landfill capacities.
- *Stormwater:* Stormwater is met through the permitting requirements of the Environmental Management Act.
- *Potable Water:* Potable water capacity will be available for new development contingent on the proximity of the development to existing water service.
- *Sanitary Sewer:* Both the City of Tallahassee and Talquin Electric Cooperative have capacity in their sanitary sewer facilities to serve existing development for the foreseeable future.
- *Mass Transit:* Star Metro transit service meets the adopted LOS within the Urban Services Area (USA) in the unincorporated County, and is expected to do so for the next five years.
- *Parks and Recreation:* The LOS Standard for Regional Parks and Area Parks has been met and provides sufficient capacity to serve the existing population needs of Leon County. Attachment #4 includes a list of parks and recreation facilities within Leon County.

The current County and City concurrency systems are based on statutory requirements that required new development to pay for its added impact to road networks, but has also led to infrastructure backlogs and cost burdens to later developers seeking projects once a road's capacity has been consumed. Based on these factors and feedback from industry stakeholders, the County and City hired a consultant with expertise in transportation concurrency models to analyze the benefits and challenges of the existing local system compared to other transportation concurrency alternatives and to evaluate the available models to pay for growth. As noted in the attached 2019 Concurrency Management Annual Report, Phase One of the Alternative Mobility Funding Systems Study has been approved by both the City of Tallahassee and Leon County. The consultant is working on Phase 2 of the Study with an anticipated completion date of December 2021.

Options:

1. Accept the 2019 Concurrency Management Annual Report (Attachment #1).
2. Do not accept the 2019 Concurrency Management Annual Report (Attachment #1).
3. Board direction.

Recommendation:

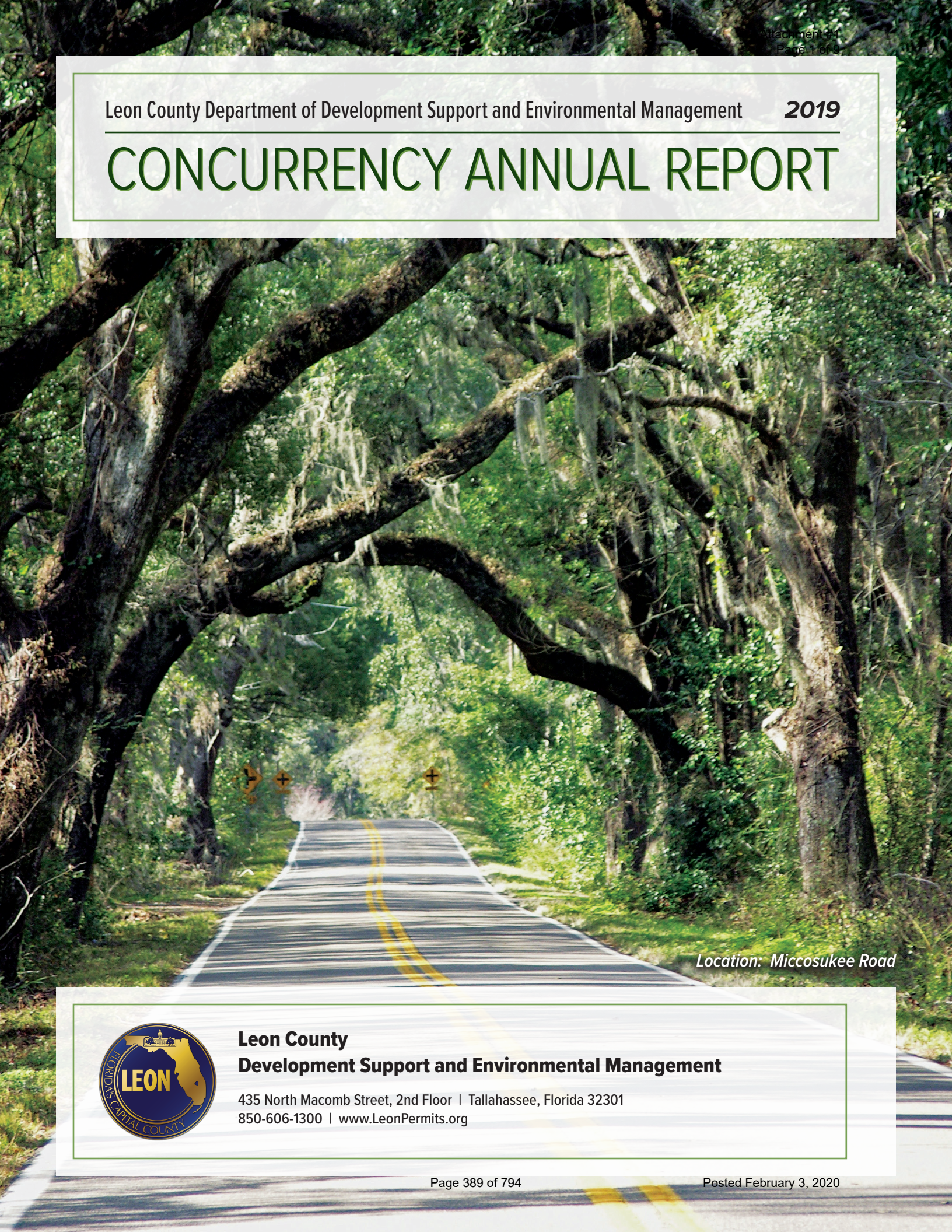
Option #1

Attachments:

1. 2019 Concurrency Management Annual Report
2. Concurrency Roadway Inventory
3. Roadway Segments Exceeding the LOS Standard in Leon County
4. Inventory of Parks and Recreation Facilities

Leon County Department of Development Support and Environmental Management **2019**

CONCURRENCY ANNUAL REPORT



Location: Miccosukee Road



Leon County
Development Support and Environmental Management

435 North Macomb Street, 2nd Floor | Tallahassee, Florida 32301
850-606-1300 | www.LeonPermits.org

Executive Summary

Transportation System Deficiencies:

Of the 446 roadway segments monitored, the number of roadway segments operating below the minimum required Level of Service (LOS): 20

- 12 of the 20 segments that are operating below the adopted LOS are state roads. One of the state road segments, North Monroe Street from Sessions to Fred George Road, is capacity constrained. This segment is unlikely to be widened further due to prohibitively high cost of right-of-way.
- The remaining eight segments are County roads. Seven of the County road segments operating below the LOS standard are based on committed demand, not trips currently on the road. The one County roadway segment operating below the adopted LOS based on the traffic count is Old Bainbridge Road northbound from Fred George to Capital Circle. Leon County will construct safety improvements along this roadway in 2020 and 2021 (new signage, shoulder widening, and drainage improvements) with the Highway Safety Improvements funds through FDOT. Old Bainbridge road is a constrained canopy road and cannot be widened due to negative environmental impacts.

Mass Transit:

Number of Star Metro routes outside City limits and inside the Urban Service Area (USA): 2
(Azalea and Big Bend)

Solid Waste:

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

Parks and Recreation:

During this reporting year, Broadmoor Pond Park (27 acres) was transferred to Leon County, the Orange Avenue/Meridian Park was transferred from Blueprint 2020, and a new dog park (approximately 13 acres) was opened in Bradfordville.

Bicycle/Pedestrian Facilities:

On-street bicycle lanes: 68.59 miles

Shoulder area for bicycle use: 116.5 miles

Publicly maintained sidewalks: 85.98 miles*

*An additional 6.98 miles of sidewalks is proposed for 2020.

Water and Sewer Facilities:

City of Tallahassee Utilities (Water) – 86,299 residential and commercial service points

City of Tallahassee Utilities (Sewer) – 74,146 residential and commercial service points

Talquin Electric (Water) – 9,914 parcels served

Talquin Electric (Sewer) – 4,993 parcels served

Septic Tanks (est. from GIS) – 7,225 parcels served*

*Note: The methodology has been revised to reflect a more accurate septic tank count based on the parcel layer within GIS.

ROADWAY FACILITIES

Level of Service Standards for Roadways

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

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

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

Level of Service Designations for County Roadways

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

TABLE 1

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

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

Capacity Constrained Facilities

Capacity constrained facilities are classified as overcapacity with limited means to address capacity constraints. These roadway segments are identified as having any one of the following characteristics:

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

Present Conditions

On the basis of the roadway and traffic criteria described above, and in accordance with the above-referenced standards for LOS (as of December 9, 2019), 6 segments had an adopted LOS of 'B,' 200 segments had an adopted LOS of 'C,' 219 had an adopted LOS of 'D,' and 21 segments had an adopted LOS of 'E.' Of the 446 segments monitored in the Concurrency Management System (CMS), twelve of the twenty segments that are operating below the adopted LOS are state roads.

Eight segments operating below the adopted LOS are County roads. Buck Lake Road from Mahan Drive to Vermillion Boulevard is over-capacity based on reserved trips from nearby residential and commercial development associated with Fallschase. The cost of widening this segment of Buck Lake Road is prohibitively expensive. Miccosukee Road from Dempsey Mayo Road to Fleischmann Road is a constrained Canopy Road, with reserved trips from nearby residential and commercial development. Old Bainbridge Road from Fred George to Capital Circle is the only County segment exceeding the LOS standard based on the traffic count. Old Bainbridge Road is also a constrained Canopy Road. Canopy Roads cannot be widened due to negative environmental impacts.

Segments of Chaires Crossroads and Crump Road are used as alternatives to other roadways within eastern Leon County. Several development projects have been approved that impact Pedrick Road from Buck Lake to Mahan Drive.

Woodville Highway is identified as the "Number One" priority within the Long Range Transportation Plan for widening. Blountstown Highway is not scheduled for widening at this time. The high traffic counts are a result of a lack of roadway alternatives and residential development along the corridor. Segments of Capital Circle have been widened or will be by Blueprint 2020.

In regard to the proposed Northeast Gateway, Welaunee Boulevard Preliminary Design and Engineering is currently ongoing. This study provides different alternatives for moving people and goods in Northeast Tallahassee. The project is funded by Blueprint 2020 and is intended to relieve congestion on such roads as Miccosukee Road, Mahan Drive, and Capital Circle Northeast.

The Florida Department of Transportation is conducting a traffic study for Mahan Drive, east of Capital Circle Northeast/Southeast. There are several projects located in both the City of Tallahassee and Leon County that will impact this roadway. The intersection of Capital Circle and Mahan Drive experiences the greatest level of congestion in Leon County.

Alternative Mobility Funding Systems Study

The City of Tallahassee and Leon County approved Phase I of the Tallahassee-Leon County Alternative Mobility Funding Systems Study (AMFSS), at a joint workshop conducted on October 15, 2019. Phase One included existing conditions, projected growth, future travel demand analysis, and recommendations. The consultant conducted extensive public outreach in accordance with the Public Involvement Plan.

Phase IIA of the study will include the development of a Mobility Infrastructure Plan which identifies transportation infrastructure funding needs specific to Tallahassee-Leon County. This next phase of the study will provide draft Tiered Mobility Fees through 2040. This report, in order to be implemented, requires the approval of both the City and County Commissions.

SOLID WASTE

The State requires local government to establish and maintain LOS for the disposal of solid waste, and as such is a concurrency facility. The CMS requires solid waste monitoring pursuant to Policy 1.5.1 of the Solid Waste Sub-Element of the Utilities Element of the Tallahassee-Leon County Comprehensive Plan. The LOS for solid waste is measured in pounds per capita, per day. For 2019, the solid waste LOS measure was 7.40 pounds per capita, per day. This is a way to measure demand generated by a development and directly impacts the life of solid waste facilities. Leon County is meeting the LOS standard for solid waste.

With the development of the Gum Road Transfer Station, the Leon County CMS no longer analyzes the remaining capacity in the Leon County Landfill for new developments approved in the County. The Springhill Landfill is expected to have capacity for the next thirty-six (36) years. The current focus is on how much solid waste is expected to be produced for each new development and how much capacity remains at the facilities outside the County's jurisdiction that are used for its solid waste.

PARKS AND RECREATION

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

A "Resource Management Area" is a park category that was created to address the very large acreage of land in the Apalachicola National Forest, Lake Talquin State Forest, and Edwards Wildlife Area. These areas are a great resource to the citizens of Leon County; however, their

function is primarily focused on resource management and the recreational opportunities are limited. Counting these large land holdings as part of the Tallahassee-Leon County Regional Park System would dramatically increase the acres of land per population, but would not be an accurate reflection of a broad range of recreational opportunities.

The Comprehensive Plan contains an LOS standard of eight (8) acres per 1,000 population for Regional Parks in Leon County. The Florida Statewide Comprehensive Outdoor Recreation Plan recommends 5 acres per 1,000 population for parks designed to serve the recreation needs of an entire city or county. Leon County provides 16.7 acres of County parks per 1,000 population, thus meeting the requirement of eight (8) acres per thousand population for Regional Parks.

The Area Park and Neighborhood Park LOS is one acre per 1,000 population. Leon County Concurrency Management will monitor new residential development to ensure the LOS for Regional and Area Parks are maintained. The LOS for Neighborhood Parks is only applicable to the City of Tallahassee. Sufficient capacity exists to meet the demands of the population for the next five years and beyond for both jurisdictions.

During this reporting year, Leon County acquired the parcel adjacent to Coe Landing Campground (1201 Coe Landing Road) with the intention to expand the existing campground, Blueprint 2020 transferred Broadmoor Pond Park to the County, and the new Orange Avenue/Meridian Park was opened. In addition, the Parks and Recreation Department opened a new dog park in Bradfordville with amenities for pet owners on the north side of Leon County. An adjacent parking lot to serve the dog park is currently under review.

STORMWATER

The Leon County Concurrency Management Policies and Procedures Manual includes stormwater as a concurrency facility. The County has adopted a performance-based LOS for stormwater, which is identified in Policy 1.5.2 of the Stormwater Management Sub-Element of the Utilities Element of the Tallahassee - Leon County Comprehensive Plan. The adopted Performance-Based LOS is focused on meeting the goals of the Environmental Management Act (EMA). To ensure long-term/continuous conformity to the set Performance-Base LOS, a three-year Operating Permit is required.

POTABLE WATER

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

Policy 1.2.2 of the Potable Water Sub-Element of the Utilities Element within the Tallahassee-Leon County Comprehensive Plan states that the LOS standard inside the USA is 160 gallons per capita, per day. Policy 1.2.3 of the Potable Water Sub-Element of the Utilities Element of the

Tallahassee-Leon County Comprehensive Plan states that the LOS standard outside the USA is 100 gallons per day. This LOS is met by both the COT and Talquin Electric.

SANITARY SEWER

Sanitary sewer is a requirement for concurrency at the local level. The majority of the population residing within unincorporated Leon County utilizes septic tanks, and in a few minor exceptions, package treatment plants, as their method of sewage treatment in the unincorporated area outside the USA. Septic tanks are permitted by the Leon County Public Health Unit of the Florida Department of Health pursuant to the Florida Administrative Code. On-site systems must also comply with the provisions of the Comprehensive Plan. The Florida Department of Environmental Protection permits package treatment plants. With the Water and Sewer Agreement, County residents located within certain portions of the USA may be required to use sanitary sewer, provided that service is available and adequate capacity is available. The LOS for sewer is met by both the City of Tallahassee and Talquin Electric. Tallahassee-Leon County GIS estimates approximately 7,225 parcels are served by a septic tank. A parcel may be served by multiple septic tanks and septic tanks may be abandoned as sewer is expanded in certain areas.

MASS TRANSIT

Star Metro operates two routes serving the unincorporated areas of Leon County: Azalea and Big Bend. The Azalea Route travels east and west along Tennessee St. and Mahan Dr. and provides service to the Fallschase Shopping Center on the east and Hopkins Crossing on the West, both of which serve as regional park and ride lots. The Big Bend route travels north and south along Monroe Street and reaches the County in the south along Woodville and Crawfordville Highways, north of Capital Circle, and in the north along U.S. 27 up to the Lake Jackson Town Center which also serves as a park and ride lot.

In addition to the fixed route service, Star Metro also operates two FLEX routes in the unincorporated County. The Lake Jackson FLEX route serves Northwest Leon County with a connection to the fixed route at the Lake Jackson Town Center and the Southside FLEX with a connection to the fixed route at the South Monroe Commons Shopping Center. This route generates approximately 378 trips per month.

The Southside FLEX connects citizens in the southern portion of Leon County with three of Star Metro's fixed routes (Big Bend, Gulf and Moss) at the South Monroe Commons Shopping Center, provides access to the VA Clinic, and generates approximately 469 trips per month.

Along with fixed route service, Star Metro also provides complimentary paratransit service as required by the Americans with Disabilities Act (ADA) within $\frac{3}{4}$ mile of the fixed route system and serves as the Community Transportation Coordinator (CTC) for the unincorporated County.

In order to increase customer service, Star Metro launched a mobile fare app (Token Transit) to make purchasing fare more convenient for fixed route, ADA and CTC customers. In early 2020, this app will be expanded to include trip planning as well as alternative travel options including Uber, Lyft, and e-scooters. In addition, Star Metro has constructed 100 concrete pads and installed

90 benches at stops across the fixed route system and will continue installing benches as well as shelters throughout the service area in 2020. Star Metro also works with developers in the city and county, through the development review process, to include transit amenities in the design of their proposed developments.

BICYCLE AND PEDESTRIAN FACILITIES

The Capital Region Transportation Planning Agency adopted the Regional Mobility Plan (RMP), which focuses on mobility needs within a four (4) county region. The provision of bicycle and pedestrian facilities is an important goal of the RMP. There are approximately 68 miles of bicycle lanes, 116 miles of roadway shoulder for bicycle use, and approximately 86 miles of sidewalks in unincorporated Leon County. A more accurate GIS layer is available to re-calculate the sidewalk mileage this year.

The Tallahassee-Leon County Planning Department coordinates with Leon County Public Works and the City of Tallahassee Underground Utilities and Public Infrastructure Engineering Department to implement bicycle facility improvements during roadway resurfacing, restoration, and rehabilitation projects. The Blueprint 2020 Intergovernmental Agency also implements bicycle and pedestrian facility projects leveraging funds from the Leon County Penny Sales Tax Program.

SCHOOL CONCURRENCY

School concurrency became effective in Leon County in 2008, which was consistent with State law at the time; however, school concurrency is now optional under Florida Statute. Leon County has maintained the requirement and requires an application for school concurrency with all new residential projects. The Leon County School Board provides an analysis, based on that application. School Impact Analysis Forms are reviewed at a formal meeting of the School Board and are considered “official” at that time. DSEM coordinates mitigation on projects that exceed available capacity.

SUMMARY

Currently, the CMS classifies twenty (20) roadway segments currently operating at 100% volume to capacity ratio or greater, and are therefore exceeding the LOS adopted in the Tallahassee-Leon County Comprehensive Plan. Twelve (12) segments that are operating below the adopted LOS are State roads. The remaining eight (8) operating below the LOS standard are County roads. Seven of the eight County road segments operating below the LOS standard are based on committed demand, not trips currently on the road. Buck Lake Road from Mahan Drive to Vermillion Boulevard is over-capacity based on reserved trips from nearby residential and commercial development. Widening this segment of Buck Lake Road is prohibitively expensive. Miccosukee Road from Dempsey Mayo Road to Fleischmann Road is a constrained Canopy Road, with reserved trips from nearby residential and commercial development. The other over-capacity county roadway segments are congested due to committed demand. Old Bainbridge Road from Fred George to Capital Circle is the only County segment exceeding the LOS standard based on

the traffic count. Old Bainbridge Road is a constrained Canopy Road. Neither Canopy Road can be widened due to negative environmental impacts.

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

According to officials from the Springhill Landfill in Jackson County, there is sufficient capacity in the landfill to service Leon County for thirty-six (36) years. Local utility providers will have the ability to service the residents of Leon County for the foreseeable future.

Two Star Metro routes currently service the unincorporated County. As demand continues to increase, one can expect further routes based on need. In addition, there has been growth in the number of paratransit trips.

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Traffic Concurrency Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
10100	Acadian Boulevard	Weems to Sabine	EB	E	900	1	29	0	29	30	870	990	3.33%
10101	Acadian Boulevard	Sabine to Weems	WB	E	450	1	0	0	0	1	449	495	0.22%
10130	Acadian Boulevard	Sabine to Fallschase	EB	E	1420	1	15	0	15	16	1404	1562	1.13%
10131	Acadian Boulevard	Fallschase to Sabine	WB	E	1420	1	3	0	3	4	1416	1562	0.28%
11440	Aenon Church Road	Sullivan to Blountstown	NB	D	740	94	2	0	2	96	644	814	12.97%
11441	Aenon Church Road	Blountstown to Sullivan	SB	D	740	34	3	0	3	37	703	814	5.00%
11450	Aenon Church Road	Blountstown to Gum	NB	D	740	119	19	262	281	400	340	814	54.05%
11451	Aenon Church Road	Gum to Blountstown	SB	D	740	337	6	194	200	537	203	814	72.57%
11460	Aenon Church Road	Gum to Tennessee	NB	D	740	227	0	226	226	453	287	814	61.22%
11461	Aenon Church Road	Tennessee to Gum	SB	D	740	185	3	33	36	221	519	814	29.86%
12840	Apalachee Parkway	Conner Ext. to Williams Road	EB	D	1960	876	240	4	244	1120	840	2156	57.13%
12841	Apalachee Parkway	Williams Road to Conner Ext.	WB	D	1960	975	305	45	350	1325	635	2156	67.61%
12860	Apalachee Parkway	Williams Road to Chaires	EB	D	1580	328	103	19	122	450	1130	1738	28.47%
12861	Apalachee Parkway	Chaires to Williams Rd	WB	D	1580	756	16	52	68	824	756	1738	52.13%
12880	Apalachee Parkway	Chaires to Jefferson County	EB	C	1530	454	75	5	80	534	996	1683	34.88%
12881	Apalachee Parkway	Jefferson County to Chaires	WB	C	1530	183	10	0	10	193	1337	1683	12.61%
13150	Arendell Way	Mahan to Miccosukee	NB	D	1120	22	40	41	81	103	1017	1232	9.23%
13151	Arendell Way	Miccosukee to Mahan	SB	D	1120	9	17	4	21	30	1090	1232	2.66%
13460	Balkin Rd	Capital Circle to Ballard	EB	E	660	39	0	6	6	45	615	726	6.82%
13461	Balkin Rd	Ballard to Capital Circle	WB	E	324	87	0	2	2	89	235	356	27.47%
13470	Ballard Rd	Balkin to Rainbow	NB	D	740	37	0	4	4	41	699	814	5.51%
13471	Ballard Rd	Rainbow to Balkin	SB	D	740	22	0	6	6	28	712	814	3.74%
13500	Bannerman Road	Meridian to Preservation	EB	D	1140	310	21	100	121	431	709	1254	37.81%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
13501	Bannerman Road	Preservation to Meridian	WB	D	1140	234	10	4	14	248	892	1254	21.75%
13540	Bannerman Road	Bull Headley to Beginning of 4	EB	D	1140	521	37	333	370	891	249	1254	78.16%
13541	Bannerman Road	Beginning of 4 Laning to Bull	WB	D	1140	892	77	75	152	1044	96	1254	91.58%
13560	Bannerman Road	End of 4 Lane Segment to Tho	EB	D	1467	564	234	18	252	816	651	1614	55.62%
13561	Bannerman Road	Thomasville to End of 4 Lane	WB	D	1467	943	324	15	339	1282	185	1614	87.39%
13650	Barineau Road	Blountstown to Tennessee	NB	D	740	77	17	124	141	218	522	814	29.46%
13651	Barineau Road	Tennessee to Blountstown	SB	D	740	94	35	6	41	135	605	814	18.24%
13820	Baum Rd	Capitola to Wadesboro	NB	C	430	55	40	9	49	104	326	473	24.28%
13821	Baum Rd	Wadesboro to Capitola	SB	C	430	107	18	10	28	135	295	473	31.47%
13840	Baum Rd	Wadesboro to 90 East	NB	C	430	36	21	0	21	57	373	473	13.26%
13841	Baum Rd	90 East to Wadesboro	SB	C	430	31	1	0	1	32	398	473	7.44%
13860	Baum Rd	90 East to Miccosukee	NB	C	430	45	10	5	15	60	370	473	13.88%
13861	Baum Rd	Miccosukee to 90 East	SB	C	430	38	1	24	25	63	368	473	14.53%
13880	Beech Ridge Trail	Bannerman to Kinhega	NB	D	1140	22	2	0	2	24	1116	1254	2.11%
13881	Beech Ridge Trail	Kinhega to Bannerman	SB	D	1140	32	3	0	3	35	1105	1254	3.07%
14340	Benjamin Chaires Rd	Capitola to Buck Lake	NB	C	430	27	14	0	14	41	389	473	9.53%
14341	Benjamin Chaires Rd	Buck Lake to Capitola	SB	C	430	25	2	0	2	27	403	473	6.28%
15740	Blountstown Highway	Liberty County to Smith Creek	EB	C	430	210	0	0	0	210	220	473	48.84%
15741	Blountstown Highway	Smith Creek to Liberty County	WB	C	430	153	15	4	19	172	258	473	39.94%
15760	Blountstown Highway	Smith Creek to Ben Stoutamire	EB	C	430	160	2	0	2	162	268	473	37.67%
15761	Blountstown Highway	Ben Stoutamire to Smith Creek	WB	C	430	202	19	0	19	221	209	473	51.40%
15780	Blountstown Highway	Ben Stoutamire to William's La	EB	C	430	241	2	0	2	243	187	473	56.51%
15781	Blountstown Highway	William's Landing to Ben Stou	WB	C	430	263	53	9	62	325	105	473	75.58%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
15800	Blountstown Highway	William's Landing to Coe's Lar	EB	C	430	418	1	7	8	426	4	473	99.07%
15801	Blountstown Highway	Coe's Landing to William's Lar	WB	C	430	740	53	9	62	802	-372	473	186.51%
15820	Blountstown Highway	Coe's Landing to Geddie Rd	EB	C	1451	622	25	95	120	742	709	1596	51.14%
15821	Blountstown Highway	Geddie Rd to Coe's Landing	WB	C	800	478	59	100	159	637	163	880	79.63%
15840	Blountstown Highway	Geddie Rd to Aenon Church R	EB	D	1120	375	17	87	104	479	641	1232	42.77%
15841	Blountstown Highway	Aenon Church to Geddie Rd	WB	D	1120	669	78	97	175	844	276	1232	75.36%
15860	Blountstown Highway	Aenon Church to Capital Circle	EB	D	1140	288	46	180	226	514	626	1254	45.09%
15861	Blountstown Highway	Capital Circle to Aenon Church	WB	D	1140	729	18	103	121	850	290	1254	74.56%
16000	Bloxham Cutoff	SR 20 to National Forest Rt 36	EB	C	430	86	0	0	0	86	344	473	20.00%
16001	Bloxham Cutoff	National Forest Rt 367 to SR 2	WB	C	430	50	0	0	0	50	380	473	11.63%
16050	Bloxham Cutoff	National Forest Rt 367 to Wak	EB	C	430	110	0	0	0	110	320	473	25.58%
16051	Bloxham Cutoff	Wakulla Co to National Forest	WB	C	430	61	0	0	0	61	369	473	14.19%
16830	Bradfordville Road	Thomasville to Velda Dairy	EB	D	1467	402	153	22	175	577	890	1614	39.31%
16831	Bradfordville Road	Velda Dairy to Thomasville	WB	D	1467	644	160	12	172	816	651	1614	55.64%
16840	Bradfordville Road	Velda Dairy to Pisgah Church	EB	D	720	330	123	22	145	475	245	792	65.92%
16841	Bradfordville Road	Pisgah Church to Velda Dairy	WB	D	720	148	150	12	162	310	410	792	43.09%
16850	Bradfordville Road	Centerville to Pisgah	NB	C	430	372	94	15	109	481	-51	473	111.87%
16851	Bradfordville Road	Pisgah to Centerville	SB	C	430	126	9	6	15	141	289	473	32.71%
18900	Buck Lake Road	Mahan to Vermillion	EB	E	1446	972	372	268	640	1612	-166	1591	111.48%
18901	Buck Lake Road	Vermillion to Mahan	WB	E	768	365	312	328	640	1005	-237	845	130.86%
19000	Buck Lake Road	Vermillion to Davis	EB	E	1204	486	300	61	361	847	357	1324	70.36%
19001	Buck Lake Road	Davis to Vermillion	WB	E	820	272	122	123	245	517	303	902	63.07%
19050	Buck Lake Road	Davis to Pedrick	EB	E	820	517	70	61	131	648	172	902	79.04%
19051	Buck Lake Road	Pedrick to Davis	WB	E	800	247	14	123	137	384	416	880	48.02%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
19100	Buck Lake Road	Pedrick to Walden	EB	E	800	540	115	13	128	668	132	880	83.52%
19101	Buck Lake Road	Walden to Pedrick	WB	E	625	220	118	31	149	369	256	688	59.04%
19160	Buck Lake Road	Walden to Hill & Dale	EB	E	820	203	63	31	94	297	523	902	36.22%
19161	Buck Lake Road	Hill & Dale to Walden	WB	C	800	115	22	24	46	161	640	880	20.06%
19180	Buck Lake Road	Hill & Dale to Chaires Cross	EB	C	800	224	4	31	35	259	541	880	32.38%
19181	Buck Lake Road	Chaires Cross to Hill & Dale	WB	C	800	123	26	24	50	173	628	880	21.56%
19200	Buck Lake Road	Chaires Cross to Benjamin Chaires	EB	C	800	174	40	0	40	214	586	880	26.75%
19201	Buck Lake Road	Benjamin Chaires to Chaires Cross	WB	C	430	88	17	0	17	105	325	473	24.42%
19220	Buck Lake Road	Benjamin Chaires to Baum	EB	C	430	161	23	0	23	184	246	473	42.79%
19221	Buck Lake Road	Baum to Benjamin Chaires	WB	C	430	62	17	0	17	79	351	473	18.37%
19240	Buck Lake Road	Baum to Capitola	EB	C	430	158	10	0	10	168	262	473	39.07%
19241	Buck Lake Road	Capitola to Baum	WB	C	430	56	1	0	1	57	373	473	13.26%
19280	Bull Headley Rd	Bannerman to Lloyd Cove Rd	NB	D	740	385	22	35	57	442	298	814	59.70%
19281	Bull Headley Rd	Lloyd Cove Rd to Bannerman	SB	D	740	172	6	0	6	178	562	814	24.05%
23800	Capital Circle	Crawfordville to Woodville	EB	D	1960	538	228	155	383	921	1039	2156	46.99%
23801	Capital Circle	Woodville to Crawfordville	WB	D	1960	1518	325	9	334	1852	108	2156	94.49%
23900	Capital Circle	Crawfordville to Southbrook Entrance	NW	D	1960	538	359	0	359	897	1063	2156	45.77%
23901	Capital Circle	Southbrook Entrance to Crawfordville	SE	D	1076	1518	133	233	366	1884	-808	1184	175.10%
23950	Capital Circle	Southbrook Entrance to Spring Hill	NW	D	938	636	253	19	272	908	30	1032	96.80%
23951	Capital Circle	Spring Hill to Southbrook Entrance	SE	D	1140	399	30	256	286	685	455	1254	60.09%
24350	Capital Circle	Gum to Tennessee	NB	D	2524	1050	287	332	619	1669	855	2776	66.13%
24351	Capital Circle	Tennessee to Gum	SB	D	2667	870	171	314	485	1355	1312	2934	50.81%
24720	Capital Circle	I-10 to Fred George	NB	D	1058	809	143	776	919	1728	-670	1164	163.33%
24721	Capital Circle	Fred George to I-10	SB	D	1471	627	45	494	539	1166	305	1618	79.27%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
24740	Capital Circle	Fred George to Old Bainbridge	NB	D	880	777	154	286	440	1217	-337	968	138.30%
24741	Capital Circle	Old Bainbridge to Fred George	SB	D	880	589	70	83	153	742	138	968	84.32%
24760	Capital Circle	Old Bainbridge to North Monroe	NB	D	880	903	171	401	572	1475	-595	968	167.61%
24761	Capital Circle	North Monroe to Old Bainbridge	SB	D	880	696	66	49	115	811	69	968	92.16%
24840	Capitola Road	Chaires to Benjamin Chaires	EB	C	430	137	68	15	83	220	210	473	51.17%
24841	Capitola Road	Benjamin Chaires to Chaires	WB	C	430	63	0	5	5	68	362	473	15.74%
24850	Capitola Rd	Benjamin Chaires to Cap Tram	EB	C	430	121	51	15	66	187	243	473	43.50%
24851	Capitola Rd	Cap Tram/Baum to Benjamin	WB	C	430	54	0	5	5	59	371	473	13.65%
24860	Capitola Road	Baum to Jefferson County	EB	C	430	126	42	9	51	177	253	473	41.26%
24861	Capitola Road	Jefferson County to Baum	WB	C	430	57	2	3	5	62	368	473	14.38%
24880	Cap Tram Rd	Apalachee Pkwy to Capitola	NB	C	430	15	55	0	55	70	360	473	16.17%
24881	Cap Tram Rd	Capitola to Apalachee Pkwy	SB	C	430	5	6	1	7	12	418	473	2.79%
26130	Centerville Road	Pimlico to Bradfordville	NB	D	717	176	35	6	41	217	500	789	30.21%
26131	Centerville Road	Bradfordville to Pimlico	SB	D	847	76	49	3	52	128	719	932	15.09%
26150	Centerville Road	Bradfordville to Pisgah	NB	C	430	169	2	0	2	171	259	473	39.77%
26151	Centerville Road	Pisgah to Bradfordville	SB	C	430	89	35	0	35	124	306	473	28.84%
26170	Centerville Road	Pisgah to Proctor	NB	C	430	182	12	0	12	194	236	473	45.12%
26171	Centerville Road	Proctor to Pisgah	SB	C	430	80	30	0	30	110	320	473	25.58%
26190	Centerville Road	Proctor to Moccasin Gap	NB	C	430	8	6	0	6	14	416	473	3.26%
26191	Centerville Road	Moccasin Gap to Proctor	SB	C	430	18	0	0	0	18	412	473	4.21%
26210	Centerville Road (Dirt)	Moccasin Gap to County Line N.	NB	C	430	22	2	0	2	24	406	473	5.67%
26211	Centerville Road (Dirt)	County Line N. to Moccasin G	SB	C	430	6	0	0	0	6	424	473	1.40%
26240	Chaires Crossroads	U.S. 27 to Capitola	NB	C	430	194	168	34	202	396	34	473	92.06%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
26241	Chaires Crossroads	Capitola to U.S. 27	SB	C	430	279	55	61	116	395	35	473	91.88%
26260	Chaires Crossroads	Capitola to Buck Lake	NB	C	430	170	85	19	104	274	156	473	63.67%
26261	Chaires Crossroads	Buck Lake to Capitola	SB	C	430	240	141	56	197	437	-7	473	101.72%
26280	Chaires Crossroads	Buck Lake to Mahan	NB	C	430	185	116	7	123	308	122	473	71.53%
26281	Chaires Crossroads	Mahan to Buck Lake	SB	C	430	226	154	15	169	395	35	473	91.87%
28000	Commonwealth Ext W.	Lowe's/Capital Walk Entrance	EB	D	1140		0	0	0	0	1140	1254	0.00%
28001	Commonwealth Ext W.	CCNW to Lowes/Capital Walk	WB	D	1140		0	0	0	0	1140	1254	0.00%
29340	Crawfordville Road	Wakulla Co. to Oak Ridge Rd	NB	C	1130	292	0	0	0	292	838	1243	25.84%
29341	Crawfordville Road	Oak Ridge Rd to Wakulla Co.	SB	C	1130	874	0	7	7	881	249	1243	77.96%
29360	Crawfordville Road	Oak Ridge Rd to SR 61	NB	C	805	592	70	0	70	662	143	886	82.24%
29361	Crawfordville Road	SR 61 to Oak Ridge Rd	SB	C	1140	1098	41	12	53	1151	-11	1254	100.98%
29420	Crawfordville Road	SR 61 to Munson	NB	C	2040	638	0	0	0	638	1402	2244	31.27%
29421	Crawfordville Road	Munson to SR 61	SB	C	2040	428	69	12	81	509	1531	2244	24.96%
29460	Crawfordville Road	Munson to Capital Circle	NB	C	2040	764	29	0	29	793	1247	2244	38.87%
29461	Crawfordville Road	Capital Circle to Munson	SB	C	2040	876	0	26	26	902	1138	2244	44.23%
29500	Crawfordville Road	Capital Circle to Shelfer	NB	D	1737	521	1	93	94	615	1122	1911	35.41%
29501	Crawfordville Road	Shelfer to Capital Circle	SB	D	1232	1265	1	62	63	1328	-96	1355	107.80%
29540	Crawfordville Road	Shelfer to Gaile/Ridge	NB	D	1777	521	0	93	93	614	1163	1955	34.56%
29541	Crawfordville Road	Gaile/Ridge to Shelfer	SB	D	2226	1265	2	62	64	1329	897	2449	59.71%
29560	Cromartie Road	Veterans Memorial to Magnolia	EB	C	430	35	4	0	4	39	391	473	9.07%
29561	Cromartie Road	Magnolia Road to Veterans Me	WB	C	430	20	9	0	9	29	401	473	6.74%
29580	Crossway Road	Crawfordville to Shelfer	EB	E	502	24	10	6	16	40	462	552	7.90%
29581	Crossway Road	Shelfer to Crawfordville	WB	E	335	91	0	1	1	92	243	369	27.44%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
29600	Crossway Road	Shelfer to Woodville	EB	D	335	69	0	16	16	85	250	369	25.37%
29601	Crossway Road	Woodville to Shelfer	WB	D	502	24	0	0	0	24	478	552	4.78%
29620	Crowder Road	Monroe to Lake	NE	D	740	316	13	50	63	379	361	814	51.19%
29621	Crowder Road	Lake to Monroe	SW	D	740	281	7	2	9	290	450	814	39.17%
29640	Crump Rd	Mahan to Miles Johnson	NB	C	430	209	142	15	157	366	64	473	85.13%
29641	Crump Rd	Miles Johnson to Mahan	SB	C	430	165	40	6	46	211	219	473	48.99%
29660	Crump Rd	Miles Johnson to Miccosukee	NB	C	430	349	110	12	122	471	-41	473	109.59%
29661	Crump Rd	Miccosukee to Miles Johnson	SB	C	430	237	29	0	29	266	164	473	61.86%
29680	Crump Rd	Miccosukee to Roberts	NB	C	430	251	45	20	65	316	114	473	73.43%
29681	Crump Rd	Roberts to Miccosukee	SB	C	430	161	16	3	19	180	250	473	41.82%
29700	Deerlake Road North	Turkey Run to Golden Eagle W	NB	D	1140	507	4	16	20	527	613	1254	46.23%
29701	Deerlake Road North	Golden Eagle West to Turkey I	SB	D	1140	311	0	13	13	324	816	1254	28.44%
29720	Deerlake Road South	Golden Eagle West to Tekesta	EB	D	1140	74	0	10	10	84	1056	1254	7.40%
29721	Deerlake Road South	Tekesta to Golden Eagle West	WB	D	1140	41	0	18	18	59	1081	1254	5.16%
29740	Deerlake Road East	Tekesta to Kinhega	EB	D	1140	226	0	30	30	256	884	1254	22.46%
29741	Deerlake Road East	Kinhega to Tekesta	WB	D	1140	129	0	18	18	147	993	1254	12.88%
29760	Deerlake Road East	Kinhega to Golden Eagle Dr E	NB	D	1140	294	0	42	42	336	804	1254	29.50%
29761	Deerlake Road East	Golden Eagle Dr E to Kinhega	SB	D	1140	169	0	17	17	186	954	1254	16.31%
29820	Dempsey Mayo Road	Mahan to Miccosukee	NB	D	572	202	81	0	81	283	289	629	49.48%
29821	Dempsey Mayo Road	Miccosukee to Mahan	SB	D	572	302	110	16	126	428	144	629	74.82%
32250	Edenfield Road	Mahan to Miccosukee	NB	D	1140	158	7	22	29	187	953	1254	16.37%
32251	Edenfield Road	Miccosukee to Mahan	SB	D	1140	56	19	54	73	129	1011	1254	11.28%
32350	Elgin Road	Wakulla County to Woodville	NE	C	430	55	0	0	0	55	375	473	12.79%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
32351	Elgin Road	Woodville Hwy to Wakulla Co	SW	C	430	71	2	0	2	73	357	473	16.98%
32850	County Rd 12 (Fairban	Ochlockonee River to Meridia	EB	C	430	69	0	0	0	69	361	473	16.05%
32851	County Rd 12 (Fairban	Meridian to Ochlockonee Rive	WB	C	430	103	1	1	2	105	325	473	24.40%
32960	Fallschase Parkway	Acadian Blvd to Mahan Drive	NB	E	1440	1	0	158	158	159	1281	1584	11.02%
32961	Fallschase Parkway	Mahan Drive to Acadian Blvd	SB	E	1440	1	0	480	480	481	959	1584	33.41%
33550	Forward Pass Trail	Pimlico to Whirlaway	NB	D	740	28	0	0	0	28	712	814	3.78%
33551	Forward Pass Trail	Whirlaway to Pimlico	SB	D	740	12	0	0	0	12	728	814	1.62%
34750	Fred George	Capital Circle to Mission	EB	D	676	522	5	141	146	668	8	744	98.82%
34751	Fred George	Mission to Capital Circle	WB	D	633	145	5	29	34	179	454	696	28.30%
34950	Fuller Rd	Doris to Livingston	EB	D	740	8	0	0	0	8	732	814	1.08%
34951	Fuller Rd	Livingston to Doris	WB	D	740	22	0	0	0	22	718	814	2.97%
37500	Gearhart Rd	Capital Circle to Mission	EB	D	373	104	2	181	183	287	86	410	77.06%
37501	Gearhart Rd	Mission to Capital Circle NW	WB	D	344	131	0	45	45	176	168	378	51.20%
37550	Geddie Road	Blountstown to Tennessee	NB	D	740	275	0	0	0	275	465	814	37.16%
37551	Geddie Road	Tennessee to Blountstown	SB	D	740	232	1	59	60	292	448	814	39.49%
38450	Grenville	Pisgah to Proctor	NB	C	740	58	0	2	2	60	680	814	8.09%
38451	Grenville	Proctor to Pisgah	SB	C	740	23	0	1	1	24	716	814	3.24%
38770	Gum Rd	Aenon Church to Capital Cr.	EB	D	740	33	0	24	24	57	683	814	7.70%
38771	Gum Rd	Capital Cr. to Aenon Church	WB	D	740	14	0	0	0	14	726	814	1.89%
40140	County Rd 12 (Iamoniz	Meridian to Beadle	EB	C	430	16	0	8	8	24	406	473	5.69%
40141	County Rd 12 (Iamoniz	Beadle to Meridian	WB	C	430	32	0	1	1	33	397	473	7.66%
40160	County Rd 12 (Iamoniz	Beadle to Thomasville	EB	C	430	25	1	8	8	33	397	473	7.76%
40161	County Rd 12 (Iamoniz	Thomasville to Beadle	WB	C	430	54	0	9	9	63	367	473	14.74%

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-109.99%
	Volume to Capacity 80-99.9%

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Committed Demand from Exempt & Vested

Total Committed Dem.

Total Dem.

Rem. Cap.

of Trips to Reach 110% Cap

V/C Ratio

Seg#	Road	Segment	Dir	S	Cap	Counts	Projects	Projects	Projects	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
40350	Interstate 10	Gadsden County to Capital Cir	EB	B	4320	2063	29	28	57	2120	2200	4752	49.07%
40351	Interstate 10	Capital Circle to Gadsden Cou	WB	B	4320	1265	39	43	82	1347	2973	4752	31.18%
41150	Interstate 10	90 East to Jefferson County	EB	B	4320	2033	203	38	241	2274	2046	4752	52.63%
41151	Interstate 10	Jefferson County to 90 East	WB	B	4320	1056	20	0	20	1076	3244	4752	24.91%
43550	Kinhega Drive	Thomasville to Beech Ridge	NB	D	1140	700	64	91	155	855	285	1254	75.00%
43551	Kinhega Drive	Beech Ridge to Thomasville	SB	D	1140	334	36	39	75	409	731	1254	35.88%
43580	Kinhega Drive	Beech Ridge to Deerlake	NB	D	1140	604	49	89	138	742	398	1254	65.11%
43581	Kinhega Drive	Deerlake to Beech Ridge	SB	D	1140	360	10	38	48	408	732	1254	35.79%
44300	Lake Bradford Road (S	Capital Circle to Orange	NB	E	558	87	3	161	164	251	307	614	44.98%
44301	Lake Bradford Road (S	Orange to Capital Circle	SB	E	492	46	9	7	6	52	440	541	10.57%
45000	Lake Shore, E	Monroe to Sharer Rd	NW	D	1140	94	2	3	5	99	1041	1254	8.72%
45001	Lake Shore, E	Sharer Rd to Monroe	SE	D	1140	159	4	14	18	177	963	1254	15.56%
45100	Lake Shore, N	Meridian to Sharer Rd	NE	D	1140	77	3	4	7	84	1056	1254	7.34%
45101	Lake Shore, N	Sharer Rd to Meridian	SW	D	1140	64	1	0	1	65	1075	1254	5.74%
45850	Livingston Rd	Fuller to Monroe	NB	D	1140	42	0	0	0	42	1098	1254	3.68%
45851	Livingston Rd	Monroe to Fuller	SB	D	1140	19	0	0	0	19	1121	1254	1.67%
46100	Lonnie Rd	Dempsey Mayo to Miccosukee	NB	D	1140	43	51	0	51	94	1046	1254	8.25%
46101	Lonnie Rd	Miccosukee to Dempsey Mayo	SB	D	1140	51	84	55	139	190	950	1254	16.62%
46130	Louvinia	Williams Rd to Louvinia Ct	NB	C	1140	145	20	0	20	165	975	1254	14.47%
46131	Louvinia	Louvinia Ct to Williams Rd	SB	C	1140	258	29	0	29	287	853	1254	25.18%
46150	Louvinia	Louvinia Ct. to Old St Augusti	NB	C	1140	69	20	1	21	90	1050	1254	7.89%
46151	Louvinia	Old St. Augustine to Louvinia	SB	C	1140	193	29	0	29	222	918	1254	19.45%
46170	Louvinia	Old St. Augustine to US 27	NB	D	1140	53	21	0	21	74	1066	1254	6.49%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
46171	Louvinia	US 27 to Old St. Augustine	SB	D	1140	56	36	0	36	92	1048	1254	8.07%
46600	Maclay Rd	Meridian to Maclay Blvd	EB	D	1280	374	2	2	4	378	902	1408	29.53%
46601	Maclay Rd	Maclay Blvd to Meridian	WB	D	594	458	40	3	43	501	93	653	84.31%
49150	McCracken Road	Miccosukee Road to Baum Road	EB	C	780	18	1	24	25	43	737	858	5.57%
49151	McCracken Road	Baum Road to Miccosukee	WB	C	780	7	3	0	3	10	770	858	1.28%
50500	Meridian Road	Henderson to Timberlane	NB	D	1058	588	11	28	39	627	431	1164	59.26%
50501	Meridian Road	Timberlane to Henderson	SB	D	922	458	14	1	15	473	449	1014	51.30%
50600	Meridian Road	Timberlane to Maclay	NB	D	1100	533	45	52	97	630	470	1210	57.27%
50601	Meridian Road	Maclay to Timberlane	SB	D	1100	319	10	20	30	349	751	1210	31.73%
50800	Meridian Road	Ox Bottom to Bannerman	NB	D	833	604	26	27	53	657	176	916	78.87%
50801	Meridian Road	Bannerman to Ox Bottom	SB	D	400	187	17	26	43	230	170	440	57.50%
50830	Meridian Road	Bannerman to Orchard Pond	NB	D	1100	163	25	7	32	195	905	1210	17.73%
50831	Meridian Road	Orchard Pond to Bannerman	SB	D	1100	66	9	122	131	197	903	1210	17.91%
50860	Meridian Road	Orchard Pond to Georgia	NB	C	1100	89	9	15	24	113	987	1210	10.27%
50861	Meridian Road	Georgia to Orchard Pond	SB	C	1100	47	4	2	6	53	1047	1210	4.82%
52600	Miccosukee Road	Fleischmann to Dempsey Mayo	EB	D	1062	363	43	181	224	587	475	1168	55.27%
52601	Miccosukee Road	Dempsey Mayo to Fleischmann	WB	D	413	291	78	86	164	455	-42	454	110.17%
52700	Miccosukee Road	Dempsey Mayo to Thornton	NE	D	950	177	45	111	156	333	617	1045	35.04%
52701	Miccosukee Road	Thornton to Dempsey Mayo	SW	D	962	199	33	71	104	303	660	1058	31.44%
52750	Miccosukee Road	Thornton to Miles Johnson	NE	D	950	125	69	111	180	305	645	1045	32.10%
52751	Miccosukee Road	Miles Johnson to Thornton	SW	D	962	91	1	71	72	163	800	1058	16.89%
52800	Miccosukee Road	Miles Johnson to Crump	NE	D	950	118	75	36	111	229	721	1045	24.08%
52801	Miccosukee Road	Crump to Miles Johnson	SW	D	680	63	16	0	16	79	601	748	11.62%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
52820	Miccosukee (Cr 347)	Crump to McCracken	NE	C	740	80	20	22	42	122	618	814	16.44%
52821	Miccosukee (Cr 347)	McCracken to Crump	SW	C	740	45	6	0	6	51	689	814	6.89%
52840	Miccosukee (Cr 347)	McCracken to Baum	NE	C	740	28	17	0	17	45	695	814	6.08%
52841	Miccosukee (Cr 347)	Baum to McCracken	SW	C	740	18	4	0	4	22	718	814	2.97%
52860	Miccosukee (Cr 347)	Baum to Moccasin Gap	NE	C	740	20	1	0	1	21	719	814	2.84%
52861	Miccosukee (Cr 347)	Moccasin Gap to Baum	SW	C	740	29	1	0	1	30	710	814	4.05%
52930	Miles Johnson Rd	Miccosukee to Crump	SE	C	300	58	0	0	0	58	242	330	19.33%
52931	Miles Johnson Rd	Crump to Miccosukee	NW	C	300	115	2	0	2	117	183	330	39.00%
52950	Miller Landing Road	Miller Landing to Meridian	EB	C	430	61	0	0	0	61	369	473	14.19%
52951	Miller Landing Road	Meridian to Miller Landing	WB	C	430	17	0	0	0	17	413	473	3.95%
54450	Moccasin Gap Road	Centerville to Veterans Memor	EB	C	430	50	11	0	11	61	369	473	14.19%
54451	Moccasin Gap Road	Veterans Memorial to Centervi	WB	C	430	37	1	0	1	38	392	473	8.84%
58000	Monroe Street	Sams/Sessions to Fred George	NW	D	1799	1725	459	15	474	2199	-400	1979	122.23%
58001	Monroe Street	Fred George to Sams/Sessions	SW	D	2261	1143	234	74	308	1451	810	2487	64.18%
58030	Monroe Street	Fred George to Faulk/Perkins	NW	D	2193	842	414	39	453	1295	898	2412	59.03%
58031	Monroe Street	Faulk/Perkins to Fred George	SW	D	1470	544	208	169	377	921	549	1617	62.65%
58050	Monroe Street	Faulk/Perkins to Capital Circle	NW	D	1960	1529	243	116	359	1888	72	2156	96.31%
58051	Monroe Street	Capital Circle to Faulk/Perkins	SW	D	1960	744	238	176	414	1158	802	2156	59.08%
58080	Monroe Street	Capital Circle to Gadsden Co.	NW	C	2210	1040	64	51	115	1155	1055	2431	52.26%
58081	Monroe Street	Gadsden County to Capital Cir	SW	C	2210	596	31	22	53	649	1561	2431	29.37%
58730	Natural Bridge Road	Woodville to Register	EB	C	430	48	39	0	39	87	343	473	20.23%
58731	Natural Bridge Road	Register to Woodville	WB	C	430	47	33	0	33	80	350	473	18.60%
58740	Natural Bridge	Register to Old Plank	EB	C	430	20	1	0	1	21	409	473	4.88%

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-109.99%
	Volume to Capacity 80-99.9%

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
58741	Natural Bridge	Old Plank to Register	WB	C	430	31	0	0	0	31	399	473	7.21%
58750	Natural Bridge (Dirt)**	Old Plank to Jim French	EB	C	430	48	30	0	30	78	352	473	18.07%
58751	Natural Bridge (Dirt)**	Jim French to Old Plank	WB	C	430	34	30	0	30	64	366	473	14.82%
59030	Oak Ridge Road	Crawfordville Hwy to SR 61	EB	C	430	70	6	0	6	76	354	473	17.67%
59031	Oak Ridge Road	SR 61 to Crawfordville Hwy	WB	C	430	68	7	0	7	75	355	473	17.44%
59050	Oak Ridge Road	SR 61 to Woodville Hwy	EB	C	430	33	20	6	26	59	371	473	13.64%
59051	Oak Ridge Road	Woodville Hwy to SR 61	WB	C	430	45	13	0	13	58	372	473	13.49%
59070	Oak Ridge Road	Woodville Hwy to Taff	EB	C	430	33	18	0	18	51	379	473	11.86%
59071	Oak Ridge Road	Taff to Woodville Hwy	WB	C	430	45	5	0	5	50	380	473	11.63%
60100	Old Bainbridge	Stone to Fred George	NW	D	964	190	99	87	186	376	588	1060	39.00%
60101	Old Bainbridge	Fred George to Stone	SE	D	1224	477	41	161	202	679	545	1346	55.47%
60200	Old Bainbridge	Fred George to Capital Circle	NW	D	470	477	34	33	67	544	-74	517	115.74%
60201	Old Bainbridge	Capital Circle to Fred George	SE	D	734	190	31	34	65	255	479	807	34.74%
60230	Old Bainbridge	Monroe to Lake Jackson Landi	NB	C	2210	349	8	147	155	504	1706	2431	22.81%
60231	Old Bainbridge	Lake Jackson Landing to Monr	SB	C	2210	165	3	11	14	179	2031	2431	8.10%
60260	Old Bainbridge	Lake Jackson Landing to Gads	NB	C	2210	537	12	143	155	692	1518	2431	31.31%
60261	Old Bainbridge	Gadsden to Lake Jackson Land	SB	C	2210	211	8	10	18	229	1981	2431	10.36%
60300	Old Magnolia Road (D	U.S. 90 to Sun Ray	NB	C	430	4	7	0	7	11	419	473	2.56%
60301	Old Magnolia Road (D	Sun Ray to US 90	SB	C	430	6	7	0	7	13	417	473	3.02%
60320	Old Magnolia Road (D	Sun Ray to TS Green	NB	C	430	4	39	0	39	43	387	473	10.00%
60321	Old Magnolia Road (D	TS Green to Sun Ray	SB	C	430	6	83	0	83	89	341	473	20.70%
60330	Old Plank	Wakulla Co. to Natural Bridge	NB	C	430	20	0	0	0	20	410	473	4.65%
60331	Old Plank	Natural Bridge to Wakulla Co.	SB	C	430	30	0	0	0	30	400	473	6.98%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
60340	Old Plank	Natural Bridge to Goodwin Ce	NB	C	430	41	0	0	0	41	389	473	9.53%
60341	Old Plank	Goodwin Cemetary to Natural	SB	C	430	60	0	0	0	60	370	473	13.95%
60800	Old St. Augustine	Southwood to Williams	EB	D	430	123	59	11	70	193	237	473	44.95%
60801	Old St. Augustine	Williams to Southwood	WB	D	430	75	10	1	11	86	344	473	19.99%
60830	Old St. Augustine	Williams to Louvinia	EB	D	430	60	15	3	18	78	352	473	18.10%
60831	Old St. Augustine	Louvinia to Williams	WB	D	430	55	0	1	1	56	374	473	13.01%
60860	Old St. Augustine (Dir	Louvinia to WW Kelley	EB	D	430	55	2	0	2	57	373	473	13.26%
60861	Old St. Augustine (Dir	WW Kelley to Louvinia	WB	D	430	74	0	0	0	74	356	473	17.21%
62430	Orchard Pond Road (D	Old Bainbridge to Buck Pond	EB	C	430	24	0	141	141	165	265	473	38.37%
62431	Orchard Pond Road (D	Buck Pond to Old Bainbridge	WB	C	430	14	1	9	10	24	406	473	5.51%
62460	Orchard Pond Road (D	Buck Pond to Meridian	EB	C	430	21	1	141	142	163	267	473	37.91%
62461	Orchard Pond Road (D	Meridian to Buck Pond	WB	C	430	12	0	9	9	21	409	473	4.88%
62500	Ox Bottom Road	Meridian to Kerry Forest Ext.	EB	D	1100	187	29	12	41	228	872	1210	20.73%
62501	Ox Bottom Road	Kerry Forest Ext. to Meridian	WB	D	1100	263	10	0	10	273	827	1210	24.82%
62600	Ox Bottom Road	Kerry Forest Ext. to Thomasvil	EB	D	1100	273	10	10	20	293	807	1210	26.64%
62601	Ox Bottom Road	Thomasville Rd to Kerry Fores	WB	D	1100	566	26	2	28	594	506	1210	54.00%
64520	Paul Russell Rd Ext.	Woodville Highway to Powerli	NE	D	1140	1	14	0	14	15	1125	1254	1.32%
64521	Paul Russell Rd Ext.	Powerline to Woodville Highw	SW	D	1140	1	132	0	132	133	1007	1254	11.67%
65130	Pedrick Rd	Buck Lake to Mahan	NB	E	462	350	78	41	119	469	-7	508	101.59%
65131	Pedrick Rd	Mahan to Buck Lake	SB	E	777	451	67	0	67	518	259	855	66.67%
65200	Pensacola	Capital Circle to Nina	EB	E	1600	629	21	518	539	1168	432	1760	73.00%
65201	Pensacola	Nina to Capital Circle	WB	E	1444	892	16	144	160	1052	392	1588	72.84%
67050	Perkins	Old Bainbridge to N. Monroe	NE	D	1140	163	9	74	83	246	894	1254	21.58%

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-109.99%
	Volume to Capacity 80-99.9%

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Committed Demand from Exempt & Vested Projects

Total Committed Dem.

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of Trips to Reach 110% Cap

V/C Ratio

Seg#	Road	Segment	Dir	S	Cap	Counts	Projects	Projects	Projects	Projects	Projects	Projects	Projects	Projects
67051	Perkins	N. Monroe to Old Bainbridge	SW	D	1140	145	1	3	4	149	991	1254	13.07%	
67180	Pimlico	Clarecastle to Whirlaway	NW	D	1140	35	0	0	0	35	1105	1254	3.07%	
67181	Pimlico	Whirlaway to Clarecastle	SE	D	1140	25	0	0	0	25	1115	1254	2.19%	
67200	Pimlico	Clarecastle to Centerville	EB	D	611	55	4	0	4	59	552	672	9.66%	
67201	Pimlico	Centerville to Clarecastle	WB	D	640	90	11	0	11	101	539	704	15.78%	
67220	Pisgah Church Road (I	Bradfordville to Centerville	EB	C	430	86	55	2	57	143	287	473	33.23%	
67221	Pisgah Church Road (I	Centerville to Bradfordville	WB	C	430	40	67	0	67	107	323	473	24.88%	
67450	Proctor Road	Roberts to Centerville	NB	C	430	76	42	5	47	123	307	473	28.53%	
67451	Proctor Road	Centerville to Roberts	SB	C	430	30	1	1	2	32	398	473	7.43%	
68050	Rhoden Cove	Meridian to Lake	EB	D	740	77	1	1	2	79	661	814	10.68%	
68051	Rhoden Cove	Lake to Merdian	WB	D	740	132	0	1	1	133	607	814	17.97%	
68740	Roberts	Centerville to Crump	EB	C	430	181	9	3	12	193	237	473	44.84%	
68741	Roberts	Crump to Centerville	WB	C	430	226	57	15	72	298	132	473	69.31%	
68770	Rococo Road	Veterans Memorial to Old Mag	EB	C	430	13	4	5	9	22	408	473	5.05%	
68771	Rococo Road	Old Magnolia to Veterans Men	WB	C	430	9	0	5	5	14	416	473	3.19%	
68800	Ross Road	Crawfordville to Shelfer	EB	E	512	82	0	8	8	90	422	563	17.67%	
68801	Ross Road	Shelfer to Crawfordville	WB	E	341	63	0	1	1	64	277	375	18.75%	
68830	Ross Road	Shelfer to Woodville	EB	E	156	97	7	0	7	104	52	172	66.67%	
68831	Ross Road	Woodville to Shelfer	WB	E	477	107	8	0	8	115	362	525	24.11%	
70350	Shady Oaks	Monroe to Ruth	NB	D	430	65	0	0	0	65	365	473	15.12%	
70351	Shady Oaks	Ruth to Monroe	SB	D	430	45	0	0	0	45	385	473	10.47%	
71100	Sharer Rd	Locksley to Lake Shore	NB	D	430	117	1	0	1	118	312	473	27.43%	
71101	Sharer Rd	Lake Shore to Locksley	SB	D	430	68	0	0	0	68	362	473	15.81%	

CONCURRENCY ROADWAY INVENTORY

	Volume to Capacity > 110%
	Volume to Capacity 100-109.99%
	Volume to Capacity 80-99.9%

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Committed Demand from Exempt & Vested

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of Trips to Reach 110% Cap

V/C Ratio

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
71150	Shelfer Rd	Capital Circle to Crossway	NB	E	512	135	47	0	47	182	330	563	35.55%
71151	Shelfer Rd	Crossway to Capital Circle	SB	E	341	78	17	0	17	95	246	375	27.86%
71200	Shelfer Rd	Crossway to Ross	NB	E	512	105	0	0	0	105	407	563	20.51%
71201	Shelfer Rd	Ross to Crossway	SB	E	512	56	0	0	0	56	456	563	10.94%
71230	Shelfer Rd	Ross to Crawfordville Hwy	NB	E	352	94	1	0	1	95	257	387	26.99%
71231	Shelfer Rd	Crawfordville Hwy to Ross	SB	E	665	122	2	5	7	129	536	732	19.35%
71450	Silver Lake Rd	South End to Blountstown Hwy	NB	C	430	59	0	0	0	59	371	473	13.72%
71451	Silver Lake Rd	Blountstown Hwy to South End	SB	C	430	66	0	0	0	66	364	473	15.35%
72350	Smith Creek Road	Wakulla County to SR 20	NB	C	430	29	0	0	0	29	401	473	6.74%
72351	Smith Creek Road	SR 20 to Wakulla County	SB	C	430	22	1	0	1	23	407	473	5.35%
72850	Springhill Road	Wakulla County to Tom Roberts	NB	C	430	110	10	0	10	120	310	473	27.91%
72851	Springhill Road	Tom Roberts to Wakulla Coun	SB	C	430	119	26	10	36	155	275	473	36.13%
72900	Springhill Road	Tom Roberts to Capital Circle	NB	E	800	140	6	2	8	148	652	880	18.50%
72901	Springhill Road	Capital Circle to Tom Roberts	SB	E	800	224	93	14	107	331	469	880	41.38%
73000	Springhill Road	Capital Circle to Springsax	NB	E	1332	277	0	109	109	386	946	1465	28.98%
73001	Springhill Road	Springsax to Capital Circle	SB	E	981	332	14	13	27	359	622	1079	36.61%
74660	Sunflower/County Line	County Line to Elgin Rd	EB	C	430	15	90	0	90	105	325	473	24.42%
74661	Sunflower/County Line	Elgin Rd to County Line	WB	C	430	34	0	0	0	34	396	473	7.91%
74770	Taff Road	Natural Bridge to Oak Ridge R	NB	C	430	18	0	0	0	18	412	473	4.19%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
74771	Taff Road	Oak Ridge to Natural Bridge R	SB	C	430	6	0	0	0	6	424	473	1.40%
74800	Talpeco Rd	Old Bainbridge to Monroe	EB	D	740	92	0	15	15	107	633	814	14.46%
74801	Talpeco Rd	Monroe to Old Bainbridge	WB	D	740	85	0	33	33	118	622	814	15.95%
74820	Talpeco Rd	Monroe to Doris	EB	D	740	50	0	1	1	51	689	814	6.89%
74821	Talpeco Rd	Doris to Monroe	WB	D	740	27	0	3	3	30	710	814	4.05%
74850	Tekesta	Bannerman to Deerlake South	NB	D	1140	486	20	56	76	562	578	1254	49.30%
74851	Tekesta	Deerlake South to Bannerman	SB	D	1140	301	12	10	22	323	817	1254	28.36%
74870	Tennessee Street West	Gadsden Co to Aenon Church	EB	D	740	536	95	0	95	631	109	814	85.27%
74871	Tennessee Street West	Aenon Church to Gadsden	WB	D	740	787	148	64	212	999	-259	814	134.99%
74900	Tennessee Street West	Aenon Church to Capital Circle	EB	D	1363	646	37	239	276	922	441	1499	67.63%
74901	Tennessee Street West	Capital Circle to Aenon Church	WB	D	2132	1275	56	0	56	1331	801	2345	62.43%
77980	Tennessee Street East	Dempsey Mayo to Charlais	EB	D	1960	956	415	85	500	1456	504	2156	74.29%
77981	Tennessee Street East	Charlais to Dempsey Mayo	WB	D	1960	718	295	75	370	1088	872	2156	55.51%
78010	Tennessee Street East	Charlais to Pedrick	EB	D	1960	937	391	77	468	1405	555	2156	71.68%
78011	Tennessee Street East	Pedrick to Charlais	WB	D	1960	591	241	41	282	873	1087	2156	44.54%
78040	Tennessee Street East	Pedrick to Vineland	EB	D	1960	454	373	159	532	986	974	2156	50.30%
78041	Tennessee Street East	Vineland to Pedrick	WB	D	1960	1059	481	111	592	1651	309	2156	84.23%
78070	Tennessee Street East	Vineland to I-10	EB	D	1960	631	299	40	339	970	990	2156	49.51%
78071	Tennessee Street East	I-10 to Vineland	WB	D	1960	838	402	146	548	1386	574	2156	70.70%
78080	Tennessee Street East (US 90)		EB	D	1960	332	165	0	165	497	1463	2156	25.36%
78081	Tennessee Street East (US 90)		WB	D	1960	442	417	0	417	859	1101	2156	43.83%
78100	Tennessee Street East	I-10 to Apex	EB	D	1044	310	472	0	472	782	262	1148	74.90%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
78101	Tennessee Street East	Apex to I-10	WB	D	1430	154	669	0	669	823	607	1573	57.55%
78130	Tennessee Street East	Apex to Chaires Crossroads	EB	D	1254	227	333	0	333	560	694	1379	44.66%
78131	Tennessee Street East	Chaires Crossroads to Apex	WB	D	748	98	69	0	69	167	581	823	22.33%
78160	Tennessee Street East	Chaires Crossroad to Baum	EB	C	560	200	93	0	93	293	267	616	52.32%
78161	Tennessee Street East	Baum to Chaires Crossroads	WB	C	560	118	60	0	60	178	382	616	31.79%
78190	Tennessee Street East	Baum to Magnolia Road	EB	C	560	381	79	7	86	467	93	616	83.39%
78191	Tennessee Street East	Magnolia Road to Baum	WB	C	560	161	25	0	25	186	374	616	33.21%
78220	Tennessee Street East	Magnolia Rd to Jefferson Cour	EB	C	560	229	62	2	64	293	267	616	52.30%
78221	Tennessee Street East	Jefferson County to Magnolia l	WB	C	560	118	8	0	8	126	434	616	22.50%
81100	Thomasville Road	Killearny Way to Foxcroft	NB	D	3348	2597	279	118	397	2994	354	3683	89.43%
81101	Thomasville Road	Foxcroft to Killearny Way	SB	D	2520	2178	112	34	146	2324	196	2772	92.22%
81200	Thomasville Road	Foxcroft to Kerry Forest	NB	D	2705	2288	277	112	389	2677	28	2976	98.96%
81201	Thomasville Road	Kerry Forest to Foxcroft	SB	D	2520	1504	129	29	158	1662	858	2772	65.95%
81300	Thomasville Road	Kerry Forest to Brad/Bann	NB	D	2645	2169	316	114	430	2599	46	2910	98.26%
81301	Thomasville Road	Brad/Bann to Kerry Forest	SB	D	2029	1360	217	62	279	1639	390	2232	80.78%
81330	Thomasville Road	Bannerman to Kinhega	NB	C	1890	1315	115	91	206	1521	369	2079	80.48%
81331	Thomasville Road	Kinhega to Bannerman	SB	C	1890	920	42	26	68	988	902	2079	52.28%
81360	Thomasville Road	Kinhega to Iamonia	NB	C	2210	1413	29	8	37	1450	760	2431	65.61%
81361	Thomasville Road	Iamonia to Kinhega	SB	C	2210	883	21	3	24	907	1303	2431	41.04%
81390	Thomasville Road	Iamonia to Georgia St Line	NB	B	1560	622	21	3	24	646	914	1716	41.40%
81391	Thomasville Road	Georgia St Line to Iamonia	SB	B	860	526	3	0	3	529	331	946	61.51%
81470	Thornton Road	Mahan to Miccosukee	NB	D	1140	82	7	16	23	105	1035	1254	9.21%
81471	Thornton Road	Miccosukee to Mahan	SB	D	1140	61	18	17	35	96	1044	1254	8.41%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
81500	Timberlane Rd	W. End to Meridian	EB	D	1140	37	0	5	5	42	1098	1254	3.68%
81501	Timberlane Rd	Meridian to W. End	WB	D	1140	60	0	0	0	60	1080	1254	5.26%
81530	Timberlane Road	Meridian to Trillium Ct	EB	D	1140	374	9	3	12	386	754	1254	33.86%
81531	Timberlane Road	Trillium Ct to Meridian	WB	D	1140	390	40	3	43	433	707	1254	37.98%
81550	Timberlane Road	Trillium Ct to Market	EB	D	1246	426	10	4	14	440	806	1371	35.31%
81551	Timberlane Road	Market to Trillium Ct	WB	D	1033	447	38	3	41	488	545	1136	47.24%
81850	Tower Rd	Bombadil to Capital Circle	EB	D	740	138	141	49	190	328	412	814	44.32%
81851	Tower Rd	Capital Circle to Bombadil	WB	D	740	216	189	33	222	438	302	814	59.18%
82100	Tram Road	Capital Circle SE to Four Oaks	EB	E	964	280	130	23	153	433	531	1060	44.87%
82101	Tram Road	Four Oaks Blvd to Capital Cir	WB	E	939	193	66	0	66	259	680	1033	27.58%
82130	Tram Road	Four Oaks to St. Joe	EB	D	1430	179	290	23	313	492	938	1573	34.37%
82131	Tram Road	St. Joe to Four Oaks	WB	D	964	137	0	0	0	137	827	1060	14.21%
82160	Tram Road	St. Joe to WW Kelly	EB	C	850	158	193	20	213	371	479	935	43.62%
82161	Tram Road	WW Kelly to St. Joe	WB	C	850	56	26	0	26	82	768	935	9.65%
82190	Tram Road	WW Kelley to Jefferson Count	EB	C	430	86	0	0	0	86	344	473	20.00%
82191	Tram Road	Jefferson County to WW Kelle	WB	C	430	33	0	0	0	33	397	473	7.67%
82550	T.S. Green Road	CR 59 to Jefferson County	EB	C	430	17	0	0	0	17	413	473	3.95%
82551	T.S. Green Road	Jefferson County to CR 59	WB	C	430	6	0	0	0	6	424	473	1.40%
82900	Velda Dairy	Kerry Forest to Bradfordville	NB	D	371	273	24	0	24	297	74	408	80.05%
82901	Velda Dairy	Bradfordville to Kerry Forest	SB	D	991	150	52	2	54	204	787	1090	20.57%
82930	Veterans Memorial	U.S. 90 to Rococo	NB	C	430	91	12	5	17	108	322	473	25.12%
82931	Veterans Memorial	Rococo to U.S. 90	SB	C	430	68	11	1	12	80	350	473	18.60%
82960	Veterans Memorial	Rococo to Moccasin Gap	NB	C	430	67	6	2	8	75	355	473	17.41%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
82961	Veterans Memorial	Moccasin Gap to Rococo	SB	C	430	49	0	0	0	49	381	473	11.40%
82990	Veterans Memorial	Moccasin Gap to Georgia	NB	C	430	55	2	0	2	57	373	473	13.26%
82991	Veterans Memorial	Georgia to Moccasin Gap	SB	C	430	45	0	0	0	45	385	473	10.47%
83550	Village Way	Top Way to Capital Circle NW	EB	D	740	84	0	1	1	85	655	814	11.49%
83551	Village Way	Capital Circle NW to Top Way	WB	D	740	208	12	9	21	229	511	814	30.95%
84380	W.W. Kelley Road	Tram to Rose	NB	C	430	93	118	15	133	226	204	473	52.57%
84381	W.W. Kelley Road	Rose to Tram	SB	C	430	83	86	0	86	169	261	473	39.30%
84410	W.W. Kelley Road	Rose to US 27	NB	C	430	160	160	15	175	335	95	473	77.92%
84411	W.W. Kelley Road	U.S. 27 to Rose	SB	C	430	97	47	0	47	144	286	473	33.49%
84440	Wadesboro	Mahan to Baum Rd	EB	C	430	68	24	8	32	100	330	473	23.14%
84441	Wadesboro	Baum Rd to Mahan	WB	C	430	35	10	2	12	47	383	473	10.90%
84530	Wakulla Springs Road	Wakulla County to Oak Ridge	NB	C	430	237	8	0	8	245	185	473	56.98%
84531	Wakulla Springs Road	Oak Ridge Rd to Wakulla County	SB	C	430	390	183	5	188	578	-148	473	134.35%
84560	Wakulla Springs Road	Oak Ridge Rd to US 319	NB	C	1382	207	11	14	25	232	1150	1520	16.79%
84561	Wakulla Springs Road	US 319 to Oak Ridge Rd	SB	C	640	386	350	14	364	750	-110	704	117.20%
85040	Whirlaway Dr	Shannon Lake North to Pimlico	NE	D	1120	306	0	15	15	321	799	1232	28.66%
85041	Whirlaway Dr	Pimlico to Shannon Lake North	SW	D	1120	119	0	3	3	122	998	1232	10.88%
85070	Whirlaway Dr	Pimlico to Forward Pass	EB	D	1120	60	0	8	8	68	1052	1232	6.03%
85071	Whirlaway Dr	Forward Pass to Pimlico	WB	D	1120	43	0	1	1	44	1076	1232	3.92%
85290	Williams Road	St. Joe to WW Kelley	EB	C	430	61	32	0	32	93	337	473	21.63%
85291	Williams Road	WW Kelley to St Joe	WB	C	430	48	2	6	8	56	374	473	12.94%
85320	Williams Road	St. Joe to Old St. Augustine	NB	C	430	51	36	6	42	93	337	473	21.54%
85321	Williams Road	Old St. Augustine to St. Joe	SB	C	430	64	60	0	60	124	306	473	28.84%

CONCURRENCY ROADWAY INVENTORY

Seg#	Road	Segment	Dir	S	Cap	Traffic Counts	Committed Demand from Approved Projects	Committed Demand from Exempt & Vested Projects	Total Committed Dem.	Total Dem.	Rem. Cap.	# of Trips to Reach 110% Cap	V/C Ratio
85350	Williams Road	Old St. Augustine to US 27	NB	D	430	32	46	13	59	91	339	473	21.20%
85351	Williams Road	US 27 to Old St. Augustine	SB	D	430	156	53	0	53	209	221	473	48.60%
85430	Woodhill	Fred George to Carnwath	NE	D	430	79	0	0	0	79	351	473	18.37%
85431	Woodhill	Carnwath to Fred George	SW	D	430	53	0	4	4	57	373	473	13.26%
85470	Woodville Highway	Wakulla Co. to Natural Bridge	NB	C	780	299	24	0	24	323	457	858	41.41%
85471	Woodville Highway	Natural Bridge Road to Wakull	SB	C	780	332	48	9	57	389	391	858	49.92%
85500	Woodville Highway	Natural Bridge Rd to Oak Ridg	NB	C	780	492	76	0	76	568	212	858	72.82%
85501	Woodville Highway	Oak Ridge to Natural Bridge R	SB	C	780	612	395	9	404	1016	-236	858	130.31%
85530	Woodville Highway	Ross to Paul Russell Ext	NB	C	767	314	28	0	28	342	425	844	44.59%
85531	Woodville Highway	Paul Russell Ext to Ross	SB	C	1126	484	402	9	411	895	231	1239	79.52%
85600	Woodville Highway	Capital Circle to Ross	NB	D	1236	480	1	11	12	492	744	1360	39.81%
85601	Woodville Highway	Ross to Capital Circle	SB	D	1100	935	20	10	30	965	135	1210	87.76%

Roadway Segments Exceeding the LOS Standard in Leon County

Segment #	Roadway	Segment	Dir	LOS		State Rd.	Cap. Con- strained	Exceeding LOS	Exceeding LOS	Proposed Improvements
				Std	Cap.			due to Comm. Demand	due to Traffic Counts	
15801	Blountstown Highway	Coe's Ldg. to William's Ldg.	WB	C	430	Y			X	Staff will continue to monitor
16850	Bradfordville Road	Centerville to Pisgah	NB	C	430	N		X		Northeast Connector may change alignment of Bradfordville/Centerville Intersection
18900	Buck Lake Road	Mahan to Vermillion	EB	E	1446	N		X		FDOT Traffic Study, Weems Road Improvements under CST
18901	Buck Lake Road	Vermillion to Mahan	WB	E	768	N		X		FDOT Traffic Study, Weems Road Improvements under CST
23901	Capital Circle	Southbrook to Crawfordville	SE	D	1076	Y			X	Widening in Progress
24720	Capital Circle	I-10 to Fred George	NB	D	1058	Y		X		Staff will continue to monitor
24740	Capital Circle	Fred George to Old Bainbridge	NB	D	880	Y		X		Safety Improvements on Old Bainbridge Road*
24760	Capital Circle	Old Bainbridge to N. Monroe	NB	D	880	Y			X	Staff will continue to monitor
26261	Chaires Crossroads	Buck Lake to Capitola	SB	C	430	N		X		Staff will continue to monitor
29361	Crawfordville Road	SR 61 to Oak Ridge Rd	SB	C	1140	Y		X		Staff will continue to monitor
29501	Crawfordville Road	Shelfer to Capital Circle	SB	D	1232	Y			X	Staff will continue to monitor
29660	Crump Rd	Miles Johnson to Miccosukee	NB	C	430	N		X		Staff will continue to monitor
52601	Miccosukee Road	Dempsey Mayo to Fleischmann	WB	D	413	N	Y	X		Staff will continue to monitor
58000	Monroe Street	Sessions to Fred George Rd	NW	D	1799	Y		X		Staff will continue to monitor
60200	Old Bainbridge	Fred George to Capital Circle	NW	D	470	N	Y		X	Staff will continue to monitor
65130	Pedrick Rd	Buck Lake to Mahan	NB	E	462	N		X		Staff will continue to monitor
74871	Tennessee Street West	Aenon Church to Gadsden	WB	D	740	Y		X		Staff will continue to monitor
84531	Wakulla Springs Road	Oak Ridge Rd to Wakulla Co.	SB	C	430	Y		X		Roundabout at Oak Ridge & Wakulla Springs Rd . Completed on 7/2/19
84561	Wakulla Springs Road	US 319 to Oak Ridge Rd	SB	C	640	Y		X		Staff will continue to monitor
85501	Woodville Highway	Oak Ridge to Natural Bridge Rd	SB	C	780	Y		X		Staff will continue to monitor

*The Old Bainbridge Road Safety Improvements consist of the following:

From North Monroe Street to Gadsden County Line to be completed in 2020 – including signage, shoulder widening, and pavement marking.

At Knots Lane to be completed in 2020 - including signage, shoulder widening, and pavement marking.

From I-10 to Capital Circle NW to be completed in 2021 – including signage, shoulder widening, some drainage improvements, and pavement marking.

Area Parks

Park Name	Manager	Acres	LOS Park Type
Bradfordville Community Center	County	7.51	Area Park
Brent Drive Park	County	0.96	Area Park
Canopy Oaks Community Park	County	10.69	Area Park
Daniel B. Chaires Community Park	County	125.00	Area Park
Dorothy Cooper Spence Community Center (Chaires)	County	1.57	Area Park
Flagg Street Park	County	0.34	Area Park
Fort Braden Community Center	County	4.91	Area Park
Fort Braden Community Park	County	8.15	Area Park
Fred George	County	157.70	Area Park
J. Lee Vause Park	County	25.95	Area Park
J. Lewis Hall Sr. (Woodville) Park	County	27.38	Area Park
Jackson View Park	County	44.51	Area Park
Kate Ireland Park	County	6.47	Area Park
Lake Henrietta Park	County	127.12	Area Park
Martha Wellman Park	County	23.78	Area Park
Miccosukee Community Center	County	1.04	Area Park
Miccosukee Community Park	County	17.12	Area Park
Okeeheepkee Prairie	County	26.08	Area Park
Orange Avenue/Meridian Park	County	.98	Area Park
Pedrick Pond	County	26.03	Area Park
Robinson Road Park	County	2.90	Area Park
Stoneler Road Park	County	11.40	Area Park
Tower Road Park	County	4.56	Area Park
Woodville Community Center	County	5.54	Area Park

TOTAL	667.69
Leon County Population (2019)	292,502
County Acres per 1,000 County Population	2.28

Regional Parks

<u>Park Name</u>	<u>Manager</u>	<u>Acres</u>	<u>LOS Park Type</u>
Apalachee Regional Park	County	157.55	Regional Park
Ben Stoutamire Landing	County	3.51	Regional Park
Blount Landing	County	0.61	Regional Park
Bull Headley Landing	County	0.59	Regional Park
Cedar Hill Landing	County	1.44	Regional Park
Coe Landing	County	5.86	Regional Park
Coe Landing Park Adjacent	County	3.49	Regional Park
Crowder Landing	County	0.60	Regional Park
Cypress Landing	County	9.62	Regional Park
Elk Horn Landing	County	0.25	Regional Park
Faulk Drive Landing	County	4.67	Regional Park
Fuller Road Landing	County	0.54	Regional Park
Gardner Landing	County	0.31	Regional Park
Goose Creek	County	45.26	Regional Park
Hall Landing	County	0.64	Regional Park
J. R. Alford Greenway	County	874.24	Regional Park
Lake Munson Landing	County	0.44	Regional Park
Lake Munson Preserve Park (aka Gil Waters Preserve Park)	County	173.49	Regional Park
Meginnis Arm Landing	County	0.66	Regional Park
Miccosukee Canopy Road Greenway	County	499.40	Regional Park
Miller Landing	County	0.99	Regional Park
Observation Point	County	12.30	Regional Park
Ochlockonee Landing	County	1.54	Regional Park
Orchard Pond Trail	County	15.12	Regional Park

Reeves Landing	County	0.45	Regional Park
Rhoden Cove Landing	County	2.91	Regional Park
Sunset Landing	County	1.45	Regional Park
St. Marks Headwaters Greenway (includes Booth II and Copeland Sink)	County	754.00	Regional Park
US 27 North Landing	County	16.27	Regional Park
Van Brunt Landing	County	0.09	Regional Park
Vause Landing	County	0.90	Regional Park
Wainwright Landing	County	0.88	Regional Park
Williams Landing	County	7.70	Regional Park
Alfred B. Maclay Gardens State Park	State	1210.29	Regional Park
Lake Jackson Mounds Archaeological State Park	State	201.29	Regional Park
Mission San Luis de Apalachee	State	57.62	Regional Park
Natural Bridge Battlefield Historic State Park	State	7.66	Regional Park

TOTAL	4074.53
Leon County Population (2019)	292,502
Total Acres per 1,000 Population	13.92
County Acres per 1,000 County Population	11.16
State Acres per 1,000 Countywide Population	5.05

Resource Management Areas

Park Name	Manager	Acres	LOS Park Type
Apalachicola National Forest	Federal	104,636.00	Resource Management Area
Edwards Wildlife Area	State	692.92	Resource Management Area
Lake Talquin State Recreation Area	State	11,664.02	Resource Management Area

TOTAL **116,992.94**
Leon County Population (2019) **292,502**
Acres per 1,000 Population **399.97**

**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Code Enforcement Board and Code Compliance Program FY 2018-2019 Annual Report

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Emma Smith, Code Compliance Services Director Sherry Nelson-Kendall, Code Compliance Supervisor

Statement of Issue:

This agenda item presents the Code Enforcement Board and Code Compliance Program FY 2018-2019 Annual Report in order to keep the Board apprised of the activities of the Code Enforcement Board and the Code Compliance Program.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Code Enforcement Board and the Code Compliance Program FY 2018-2019 Annual Report.

Report and Discussion

Background:

This agenda item seeks Board acceptance of the Code Enforcement Board and Code Compliance Program FY 2018-2019 Annual Report. Each year staff prepares an agenda item to keep the Board apprised of the Code Enforcement Board (CEB) and Code Compliance Program activities through the presentation of an annual report. The FY 2018-2019 Annual Report was reviewed and approved by the CEB at their regularly scheduled meeting on January 16, 2020.

The CEB is empowered by Ordinance to enforce Chapter 5, Articles II and III (Building and Housing); Chapter 10 (Land Development Code); Chapter 11, Article XXIV (Refueling Assistance for Persons with Disabilities); Chapter 12, Article III (Criminal History Records Check and Waiting Period for Purchase of Firearms “Gun Show Loophole” Ordinance; Chapter 14 (Property Safety and Maintenance Code); and Chapter 16, Article V (Communications Facilities and Utility Poles within the Public Rights-of-Way). The CEB is supported by contractual legal services as required by law and is represented by Counsel Silvia Alderman of Akerman, LLP. The County Attorney’s Office serves as legal counsel for the County. The CEB consists of seven board members who volunteer their time, which averages about five hours per month (Attachment #1).

On April 25, 2006, the Board of County Commissioners held a workshop to review the County’s Code Enforcement Program, discuss related issues, and consider recommendations for program enhancements. The Board also reiterated their goal of voluntary compliance. On May 9, 2006, the Board ratified the actions taken at the workshop. The County’s Code Compliance Program has been maintained at its current level of functionality to achieve voluntary compliance.

Analysis:

In order to serve the citizens of Leon County in a timely and efficient manner, the Department of Development Support and Environmental Management administers a central complaint process system. The complaints are received through telephone calls, citizen online reporting or by walk-in customers, and are then logged and routed to the appropriate Division for investigation within 48 hours. If the complaint call is a health, safety, or serious environmental issue, it is inspected within 24 hours. As a team, the program’s goal is to obtain voluntary compliance based on County policy.

An official Notice of Violation (NOV) letter is the first notice to an alleged violator and is sent through regular mail, certified mail return receipt. The nature of the violation is described within the NOV along with a list of the County codes allegedly violated. A description of what was found on-site (e.g. inoperable vehicles, debris, garbage, etc.), the necessary action to remedy the situation and a time frame to obtain compliance are also included in the NOV. This process usually takes 30 to 45 days and each complaint warrants an average of three inspections.

A Code Compliance Program workload comparison table for FY17/18 and FY18/19, and the statistics for the four quarters of FY18/19 are included as Attachment #2. There was a 15% increase in the total number of complaints received during FY18/19 (1912) as compared to FY17/18 (1660).

In conjunction with the Citizen Connect Service Request System, which enables citizens to file complaints via the internet, the Code Compliance Program website allows citizens to review the complaint process online and download a complaint form to mail in. Citizens regularly utilize the County's Code Compliance Program to ensure that their neighborhoods are kept in compliance.

To expand public education and awareness, a Code Compliance flyer is provided to Homeowners' and Neighborhood Associations in the unincorporated portions of Leon County. In addition, the County's [Neighborhood Services](#) webpage, offers a form to request a County representative to speak at association meetings about code enforcement in their neighborhoods. During this fiscal year, there were no requests for a presentation. Staff continues to work closely with Homeowners' Association representatives and distributes code compliance literature upon request.

As part of the County's continuous improvement efforts, and to reduce the number of false complaints, as of June 1, 2017, the County no longer accepts anonymous complaints. This effort allows staff to focus on legitimate complaints, as opposed to allowing neighbors to use Code Enforcement as a way to harass each other with false allegations. This approach is consistent with industry best practices for urbanized areas and is consistent with how the City of Tallahassee addresses these issues.

Employee Training:

On February 21, 2019, a CEB Review "Refresher" Workshop was held with the CEB and staff attorneys regarding the quasi-judicial proceedings, testimony at hearing, and the review and development of staff reports and Board orders. In addition, staff provided a brief Code Enforcement Training for new Commission Aides in February 2019 to help familiarize them with the Code Compliance Program, how Leon County Ordinances are enforced, and an overview of the process from the initial complaint stage through compliance.

Nuisance Abatement:

On March 7, 2017, the Board adopted Ordinance No. 17-04, which substantially rewrote Chapter 14 of the Code of Laws of Leon County pertaining to property safety and maintenance and was subsequently amended on October 10, 2017. Notably, Ordinance No. 17-04 created Article V, entitled Nuisance Abatement, which in turn created the Nuisance Abatement Board that is comprised of the members of the Code Enforcement Board.

The intent of the Ordinance was to grant the Nuisance Abatement Board (NAB) the necessary authority to determine whether a building or premises presents a serious and continuing danger to the public and/or occupants. The NAB was granted the authority to notice and/or subpoena alleged violators and witnesses to its hearings, take testimony under oath, and enter orders which would allow the demolition or repair of dilapidated structures or unsafe buildings and mowing or cutting of overgrowth on the premises. During this fiscal year, there were seven (7) abatement cases heard by the NAB. Of the seven (7) abatement cases, four (4) were abated, two (2) cases are pending completion and one (1) case was brought into compliance by the property owner.

Gun Show Loophole:

On April 10, 2018, the Board adopted Ordinance No. 18-03 (“Gun Show Loophole”) amending Chapter 12 of the Code of Laws of Leon County, adding Article III, Criminal History Records Check and Waiting Period for Purchase of Firearms. The intent of this Ordinance is to implement countywide, the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access, unless there is a full three-day waiting period, and a national criminal history background check of the potential purchaser is conducted. This Ordinance applies to both sellers and purchasers of firearms, regardless if they are private individuals or a Federal Firearms Licensed (FFL) dealer.

At the October 23, 2018 Board meeting, an interim status report was provided on the criminal history records check and waiting period for the purchase of firearms “Gun Show Loophole” Ordinance. Since the adoption of the Ordinance on April 10, 2018, staff has conducted periodic inspections at the Tallahassee Flea Market and scheduled Gun Show weekends at the Leon County Fairgrounds to ensure the Ordinance requirements were being met. Staff has been in continuous communication with the Tallahassee Flea Market regarding the Ordinance requirements, as well as being informed of a Flea Market employee being on site to monitor the vendor booths as well. The Tallahassee Flea Market has complied by prominently displaying the Ordinance at all entrances into the activity or event, in addition to posting in the main office. Staff conducted site visits prior to each scheduled event to observe the vendor set up and answer any questions they may have. There have been no complaints received and processed by the Leon County Code Compliance Program or referred to Leon County Sheriff’s Office for potential violations of this Ordinance.

Code Enforcement Board (CEB) Caseload Analysis:

If the owner or violator fails to correct a violation within the time specified in the initial notice, if the violation is a repeat violation, or if the violation is a threat to public health, safety, or welfare or is irreparable/irreversible, the inspector will notify the CEB and request a hearing. Table #1 is a summary of the CEB caseload for FY18/19.

Table #1: FY18/19 CEB Caseload

Case Type	Number
New Cases	151
Continued Cases	21
Request for Amendment to the Board’s Order	0
Request for Extension of Time to Comply	13
Fine Reduction	14
Foreclosure Considerations	3
Total	202

Of the 151 new cases, 126 were heard by the CEB and found in violation. Table #2 is a breakdown of the CEB cases that were found in violation.

Table #2: FY18/19 CEB Cases Found in Violation

Violation Type	Number
Environmental Management	0
Junk	79
Building	29
Minimum Housing	1
Zoning	3
Mowing	13
Abandoned Property Registration	1
Total	126

Of the 126 cases found in violation, 63 have been found in compliance and 49 failed to come into compliance. An Order Imposing Fine and Notice of Lien was filed with the Leon County Clerk of the Courts for each of the 49 cases which failed to come into compliance. The remaining 14 cases had compliance deadlines following the conclusion of the fiscal year, so they will be accounted for in next year's report.

Revenue Analysis:

Of the total fines initially imposed (\$1,088,015), the amount collected during FY18/19 was \$35,633 (Attachment #3). The disproportionate amount of revenue collected is reflective of the CEB's ability to significantly reduce fines through requests for reconsideration in order to bring the property into compliance. The CEB heard 14 requests for reduction of accrued fines and Attachment #4 lists the fines addressed for reduction during FY18/19. Also included are status reports on all outstanding fines during FY18/19 (Attachment #5), as well as a comparison chart of the CEB's activities for the past five years (Attachment #6). Staff continues to send periodic follow-up letters to property owners in attempt to address the outstanding fines.

Foreclosure Analysis:

On November 18, 1997, the Board provided direction to the CEB concerning outstanding fines and liens. The Board directed that the following be considered:

- When the property can be used for a County purpose;
- When the amount of the lien is equal to or greater than the Property Appraiser's assessment of the property; or
- When the property is not in compliance and there is a threat to public health, safety, or welfare.

There were no cases brought to the CEB in FY18/19 for consideration to proceed with foreclosure on non-homestead property. According to Section 162.09(3), Florida Statutes, an imposed fine will continue to accrue until the violator comes into compliance or until judgment is rendered in a lawsuit, whichever occurs first.

Summary:

The County's CEB is a quasi-judicial Board that has the authority to impose administrative fines where a violation of a code provision has occurred, with the goal of obtaining voluntary compliance. Staff continues to work diligently in processing requests for public hearings in a timely and efficient manner. During FY18/19, no orders of the CEB were appealed to the Circuit Courts of Leon County.

Options:

1. Accept the Code Enforcement Board and the Code Compliance Program FY 2018-2019 Annual Report.
2. Do not accept the Code Enforcement Board and the Code Compliance Program the FY 2018-2019 Annual Report.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Attendance Record for Fiscal Year 2018-2019
2. Code Compliance Program Workload Comparison Table
3. Fines Paid in Fiscal Year 2018-2019
4. Fines Addressed in Fiscal Year 2018-2019
5. Status of Outstanding Fines Report
6. Comparison Chart of Code Enforcement Board Activity

**Leon County Code Enforcement Board
Attendance Record for FY 2018-2019**

Appointed by	Board Member	Term Expires	Percent of Attendance
Commissioner Jackson	Paul Bobo *	07/31/2020	60%
Commissioner Proctor	Marcia Sanders *	07/31/2021	60%
Commissioner Minor	Will Shepherd	07/31/2021	70%
Commissioner Dozier	Paula Ryan	07/31/2021	100%
Commissioner Desloge	Claudette Cromartie	07/31/2021	90%
Commissioner Lindley	David Muntean Jr.	07/31/2020	80%
Commissioner Maddox	Willie Vann	07/31/2021	90%

There were ten (10) meetings for the Fiscal Year 2018-2019.

*Absences Excused

**Code Compliance Program
Workload Comparison Table for Fiscal Year 17-18 and 18-19**

	18/19 1st Qtr.	18/19 2nd Qtr.	18/19 3rd Qtr.	18/19 4th Qtr.	18/19 Year End Figures	18/19 Yr. End % of Total	17/18 Year End Figures	17/18 Yr. End % of Total
Building	40 Bldg w/o 11 Min. H. 8 Unsafe 21	63 Bldg w/o 20 Min. H. 16 Unsafe 27	58 Bldg w/o 16 Min. H. 18 Unsafe 24	31 Bldg w/o 5 Min. H. 7 Unsafe 19	192	10%	170	10%
Junk & Litter	54	158	181	146	539	28%	334	20%
Junk Vehicles	17	29	18	4	68	4%	193	12%
Environmental	17	20	18	20	75	4%	82	5%
Addressing	0	0	0	0	0	0%	6	1%
Development Services	8 Home 5 Zoning 3 Signs 0	22 Home 2 Zoning 19 Signs 1	15 Home 3 Zoning 12 Signs 0	12 Home 1 Zoning 9 Signs 2	57	3%	68	4%
Lot Mowing	15	13	59	51	138	7%	169	10%
Right-of-Way	10	5	13	10	38	2%	46	3%
Abandoned Prop.*	1	0	0	0	1	0%	0	0%
Refueling Assistance	0	0	0	0	0	0%	0	0%
Invalid **	46	60	73	69	248	13%	171	10%
Referrals	116	168	136	136	556	29%	421	25%
TOTAL	324	538	571	479	1912	100%	1660	100%
Misc./Case Info	298	472	505	513	1788		1428	
Call Back Status	100	178	196	160	634		369	
Telephone Calls	722	1188	1272	1152	4334		3457	
NOV & F/U (Closed) Compliance	115	156	173	215	659	59%	334	31%
TOTAL ACTIVITY	1559	2532	2717	2519	9327		7248	

* BCC approved Abandoned Property Registration (APR) Ordinance on 3/12/13 – Amended Ordinance 12/10/13 -- Number of Notice of Violations for failure to register the property.

** Invalid calls refer to complaints that are received and not considered County code violations.

NOTE: Received several neighborhood complaints during the fiscal year, which increased the # of junk and litter complaints.

Posted February 3, 2020

**LEON COUNTY CODE ENFORCEMENT BOARD
FINES PAID IN FISCAL YEAR 2018-2019**

DATE RECEIVED	CASE NUMBER	RESPONDENT NAME	ORIGINAL FINE	AMOUNT PAID
11/15/2018	18-001 LEC170902	Doc & Kei Realty	\$5,015.00	\$0.00
1/14/2019	18-002 LEC170906	Doc & Kei Realty	\$5,105.00	\$195.00
2/17/2019	06-050 LEC050835	James R. Woodruff*	\$2,445.00	\$0.00
2/21/2019	17-099 LEC170443	Swift Real Estate Group	\$10,000.00	\$830.00
3/27/2019	10-099 LEC100291	Sharon Smith*	\$76,295.00	\$0.00
3/27/2019	10-100 LEC100301	Sharon Smith*	\$714,500.00	\$0.00
3/27/2019	11-030 LEC100958	Sharon Smith*	\$66,390.00	\$0.00
4/1/2019	04-009 LEC020647	Anitia H. Kirkland**	\$185,600.00	\$0.00
4/18/2019	15-067 LEC150168	Patricia & William Jenkins	\$10,000.00	\$0.00
4/18/2019	15-068 LEC150169	Patricia & William Jenkins	\$10,000.00	\$0.00
4/24/2019	19-001 LEC190018	Aiman Khawaja & Mohammed Alkhawaja	\$7,500.00	\$2,500.00
5/22/2019	10-027 LEC090816	Revive Investment Solutions Enterprises***	\$107,760.00	\$1,398.00
6/3/2019	02-002 LEC0000697	Alton Pernel Martin****	\$211,780.00	\$750.00
6/3/2019	02-003 LEC010122	Alton Pernel Martin****	\$1,504,750.00	\$750.00
6/13/2019	16-028 LEC151155	Talvia D. Still	\$10,000.00	\$955.00
7/2/2019	17-099 LEC170443	Swift Real Estate Group***	\$9,170.00	\$10,110.00
7/1/2019	18-152 LEC180943	Ditech Financial	\$5,100.00	\$5,100.00
7/18/2019	18-009 LEC170336	David Simpson	\$1,000.00	\$0.00
7/18/2019	18-010 LEC170343	David Simpson	\$118,750.00	\$0.00
7/26/2019	14-044 LEC130944	Cedrick Frazier*****	\$6,470.00	\$0.00
8/20/2019	18-008 LEC170611	Baldwin Land Trust	\$1,000.00	\$1,580.00
8/21/2019	16-142 LEC160705	James G. Pace	\$1,045.00	\$1,045.00
8/23/2019	15-099 LEC150843	Hortencia V. Martinez***	\$10,000.00	\$10,000.00
9/6/2019	18-116 LEC180868	Alison Ruth Aderhold	\$39,500.00	\$420.00

**LEON COUNTY CODE ENFORCEMENT BOARD
FINES PAID IN FISCAL YEAR 2018-2019**

DATE RECEIVED	CASE NUMBER	RESPONDENT NAME	ORIGINAL FINE	AMOUNT PAID
N/A	16-026 LEC150821	John H. Vardakas & Nicole L. Vardakas****	\$10,000.00	\$0.00
N/A	17-102 LEC170619	Christopher J. Owens****	\$10,000.00	\$0.00
N/A	18-126 LEC180901	Edwin T. & Marsha K. Westcott****	\$3,915.00	\$0.00
N/A	18-107 LEC171222	Alicia & Jeffery Erby****	\$9,340.00	\$0.00
N/A	17-091 LEC170337	Phil Jarvis & Winston Ferguson****	\$10,000.00	\$0.00
N/A	16-090 LEC160097	Craig Riggle****	\$10,000.00	\$0.00
		Grand Total	\$3,172,430.00	\$35,633.00

*Escheated to the County

**County Foreclosure

***Funds received through Tax Auction proceeds

****Settlement with CAO

****Mortgage foreclosure, CEB inferior and extinguished.

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
9/26/2001	01-029	Ronald Pontones	9/20/2001	Board heard case		\$870.00	
	LEC010341	(Non-Homestead) - Junk Code	12/12/2001	Notice of Lien filed			
District 2		9406 Barwick Drive	12/20/2001	In Compliance. Fine unpaid.			
			7/3/2002	Filed Order Imposing Fine			
			2/8/2018	Reminder letter mailed			
3/18/2004	04-004	Larry Grantham	3/18/2004	Board heard case			\$196,170.00
	LEC030558	(Non-Homestead) - Junk Code	7/8/2004	Filed Order Imposing Fine and Notice of Lien			
District 1		4742 Orchid Drive	4/20/2007	Staff inspected property -Not In Compliance			
			6/21/2007	Board approved sending case to CAO to begin process to foreclose			
6/3/2005	05-005	Roger Malebranche	5/19/2005	Board heard case	\$3,915.00		
	LEC030734	(Homestead) - Junk Code	10/20/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		1347 Yons Place	11/21/2005	In Compliance. Fine unpaid.			
			9/27/2019	Reminder letter mailed			
			12/10/2019	Staff inspected property -Not In Compliance			
9/1/2005	05-014	Matthew B. Williams	9/1/2005	Board heard case	\$179,055.00		
	LEC040728	(Homestead) - Junk Code	10/21/2005	Filed Order Imposing Fine and Notice of Lien			
District 2		1984 Register Road	9/12/2007	Amnesty Program Panel approved application. Fine will be reduced to \$1,000.00 if property is brought into compliance within 30 days.			
			10/22/2007	Amnesty follow up inspection performed. Not in Compliance.			
			9/27/2019	Reminder letter mailed			
8/7/2006	06-020	Lamar & Monica E.R. Dukes	7/20/2006	Board heard case			\$2,480.00
	LEC050147	(Non-Homestead) - Junk Code	10/17/2006	Filed Order Imposing Fine and Notice of Lien			
District 1		2433 Windy Pine Way	11/17/2006	In Compliance. Fine unpaid			
			9/20/2012	Board directed staff to refer case to CAO to begin foreclosure proceeding			
			1/7/2016	Staff inspected property -Not In Compliance			
1/25/2007	06-059	Gordon L. Smith & Amy L. Dillow	1/18/2007	Board heard case	\$25,510.00		
	LEC050754	(Homestead) - Junk Code	4/24/2007	Filed Order Imposing Fine and Notice of Lien			
District 2		8483 E. Belk Drive	2/27/2009	In Compliance. Fine unpaid			
			3/3/2016	Staff inspected property -Not In Compliance			
			9/27/2019	Reminder letter mailed			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
5/1/2007	07-020	Ronald Pontones	4/19/2007	Board heard case.		\$150,250.00	
	LEC060460	(Non-Homestead) - Junk Code	5/18/2007	Filed Order Imposing Fine and Notice of Lien			
District 2		9406 Barwick Drive	2/8/2018	Reminder letter mailed			
			2/27/2019	In Compliance. Fine unpaid			
5/1/2007	07-052	Douglas & A.L. Renken	4/19/2007	Board heard case	\$10,500.00		
	LEC070217	(Homestead)-Junk Code (Repeat Violation)	4/27/2007	In Compliance. Fine unpaid			
District 4		6601 Tim Tam Trail	5/18/2007	Filed Order Imposing Fine and Notice of Lien			
			9/27/2019	Reminder letter mailed			
7/6/2007	07-060	Jesse L. & Beverly Y. Metz	6/21/2007	Board heard case.	\$26,175.00		
	LEC070129	(Homestead) - Junk Code	8/17/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		8224 Pin Oak Road	9/1/2009	In Compliance. Fine unpaid			
			8/4/2014	Staff inspected property- Not in Compliance.			
			9/27/2019	Reminder letter mailed			
6/1/2007	07-063	Felicia Riley	5/17/2007	Board heard case.		\$156,760.00	
	LEC060218	(Non-Homestead) - Junk Code	8/17/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		4457 Lost Pine Drive	9/27/2019	Reminder letter mailed			
			9/30/2019	Property Appraisers Database reflects a change in Homestead status.			
			12/10/2019	Staff inspected property- Not in Compliance.			
7/30/2007	07-088	Lewis P. Powell, Sr. & A.J. Powell	7/19/2007	Board heard case	\$3,670.00		
	LEC060496	(Homestead) - Junk Code	9/7/2007	Filed Order Imposing Fine and Notice of Lien			
District 3		4445 Blue Bill Pass	1/10/2008	In Compliance. Fine unpaid			
			4/16/2009	Board reduced fine to \$250.00 to be paid within 3 months or fine will revert to original amount of \$3,670.00			
			10/1/2009	Reduced fine amount not paid. Fine reverts to original amount			
			8/27/2014	Staff inspected property- Not In Compliance.			
			9/27/2019	Reminder letter mailed			
7/30/2007	07-091	Robert B. Pompey, Jr.	7/19/2007	Board heard case	\$153,575.00		
	LEC070101	(Homestead) - Junk Code	10/15/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		4601 Shelfer Road	7/2/2019	Staff inspected property- Not In Compliance.			
			9/27/2019	Reminder letter mailed			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
9/27/2007	07-115	Elaine Sarkkinen	9/20/2007	Board heard case.			\$152,595.00
	LEC060620	(Non-Homestead) - Mowing Code	11/7/2007	Filed Order Imposing Fine and Notice of Lien			
District 2		402 Big Richard Road	4/17/2008	Board directed staff to refer to CAO to begin foreclosure proceedings.			
			1/26/2016	Staff inspected property- Not in Compliance.			
11/29/2007	07-137	James D. & K.Y. Thomas	11/15/2007	Board heard case	\$150,390.00		
	LEC070109	(Homestead) - Junk Code	1/4/2007	Filed Order Imposing Fine and Notice of Lien			
District 1		5047 Dry Gulch Court	9/26/2012	Staff inspected property- Not in Compliance			
			9/27/2019	Reminder letter mailed			
1/29/2008	08-007	Frank S. & SL Stephens	1/17/2008	Board heard case	\$1,048,500.00		
	LEC040454	(Homestead)-Building Code	3/7/2008	LB0800242 issued. Inspection Deadline			
District 2		3391 Whippoorwill Drive	4/8/2008	Staff checked PETS, owners have not rec;d req'd inspections Not in Compliance			
			4/21/2008	Filed Order Imposing Fine and Notice of Lien			
			9/27/2019	Reminder letter mailed			
8/4/2008	08-095	Mary L. Woods	7/17/2008	Board heard case	\$1,745.00		
	LEC070905	(Homestead) - Junk Code	9/19/2008	Filed Order Imposing Fine and Notice of Lien			
District 2		5018 Sarav Way	10/20/2008	In Compliance. Fine unpaid			
			9/27/2019	Reminder letter mailed			
			12/10/2019	Staff inspected property- Not in Compliance			
6/4/2009	09-031	Harry Brown c/o Aragon Riley	5/21/2009	Board heard case			\$935,750.00
	LEC080014	(Non-Homestead) - Building Code	7/14/2009	Filed Order Imposing Fine and Notice of Lien			
District 4		4052 Crump Road	4/15/2010	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/19/2016	Staff inspected property- Not in Compliance			
7/24/2009	09-046	Ed Michael Jefferson	7/16/2009	Board heard case	\$129,320.00		
	LEC080137	(Homestead) - Junk Code	9/18/2009	Filed Order Imposing Fine and Notice of Lien			
District 1		4056 Buster Lane	9/26/2012	Staff inspected property- Not in Compliance			
			9/27/2019	Reminder letter mailed			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
7/24/2009	09-058	Michael B. Quinlan	7/16/2009	Board heard case	\$896,250.00		
	LEC080356	(Homestead) - Building Code	8/20/2009	Board granted 30 day extension of time.			
District 3		2606 Hastings Drive	9/1/2009	Filed Order granting Extension of Time			
			3/15/2010	Filed Order Imposing Fine and Notice of Lien			
			5/9/2012	Checked records - no inspections. Not in Compliance			
			9/27/2019	Reminder letter mailed			
2/4/2010	10-011	David E. Brumley	1/21/2010	Board heard case		\$68,140.00	
	LEC090239	(Non-Homestead) - Junk Code	3/19/2010	Filed Order Imposing Fine and Notice of Lien			
District 2		5057 Tillie Lane	7/1/2015	In Compliance. Fine unpaid			
			8/7/2018	Per CAO, County cannot foreclose on this property			
			12/10/2019	Staff inspected property- Not in Compliance			
4/1/2010	10-027	Revive Investment Solutions Enterprises (new owner)	3/18/2010	Board heard case			\$120,535.00
	LEC090816	(Non-Homestead) - Junk Code	5/6/2010	Filed Order Imposing Fine and Notice of Lien			
District 4		8839 Divine Way	1/20/2011	Board directed staff to CAO to begin foreclosure proceedings			
			5/22/2019	Property sold through tax deed sale.			
			6/27/2019	Staff inspected property- Not in Compliance			
9/23/2010	10-089	Richard & Angela Messer	9/16/2010	Board heard case	\$114,375.00		
	LEC100244	(Homestead) - Junk Code	11/5/2010	Filed Order Imposing Fine and Notice of Lien			
District 2		1009 Shady Wood Trail	8/4/2014	Staff inspected property- Not in Compliance			
			9/27/2019	Reminder letter mailed			
9/23/2010	10-090	Richard & Angela Messer	9/16/2010	Board heard case	\$809,000.00		
	LEC100245	(Homestead) - Building Code	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
District 2		1009 Shady Wood Trail	8/31/2017	Staff checked computer records, has not received req'd permit - Not in Compliance			
			9/27/2019	Reminder letter mailed			
10/3/2011	11-049	Lamar Dukes Estate & Monica E.R. Dukes	9/15/2011	Board heard case			\$101,390.00
	LEC101039	(Non-Homestead) - Mowing Code	1/19/2011	Filed Order Imposing Fine and Notice of Lien			
District 1		2433 Windy Pine Way	9/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			7/20/2016	Staff inspected property- Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
10/3/2011	11-050	Lamar Dukes Estate & Monica E.R. Dukes	9/15/2011	Board heard case			\$723,750.00
	LEC101040	(Non-Homestead) - Building Code	1/19/2011	Filed Order Imposing Fine and Notice of Lien			
District 1		2433 Windy Pine Way	9/20/2012	Board directed staff to send to CAO to begin foreclosure proceedings			
			7/20/2016	Staff inspected property- Not in Compliance			
2/27/2012	12-002	5T Weath Partners LP (New Owner)	2/16/2012	Board heard case			\$96,105.00
	LEC110450	(Non-Homestead) - Junk Code	4/30/2012	Filed Order Imposing Fine and Notice of Lien			
District 2		7498 Southern Country Ln		New Deed Recorded			
			9/19/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/26/2016	Staff inspected property- Not in Compliance			
2/8/2012	12-003	Edward Rodgers & Sandra Trahan	1/19/2012	Board heard case			\$96,770.00
	LEC110392	(Non-Homestead) - Junk Code	4/4/2012	Filed Order Imposing Fine and Notice of Lien			
District 2		368 Post Oak Drive	9/19/2014	Property Appraisers database reflects a change in Homestead status			
			10/15/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
4/4/2012	12-025	Deloris McCoy	3/15/2012	Board heard case	\$45,950.00		
	LEC110682	(Homestead) - Junk Code	5/17/2012	Filed Order Imposing Fine and Notice of Lien			
District 5		2308 Lou Ann Court	12/4/2015	In Compliance. Fine unpaid			
			9/27/2019	Reminder letter mailed			
6/28/2012	12-028	Loretta Williams	6/21/2012	Board heard case			\$52,810.00
	LEC110891	(Non-Homestead) - Junk Code	8/16/2012	Filed Order Imposing Fine and Notice of Lien			
District 4		4859 Anhinga Lane	8/15/2013	Board directed staff to send to CAO to begin foreclosure proceedings			
			9/12/2016	In Compliance. Fine unpaid			
3/5/2013	13-002	Mary L. Woods	2/21/2013	Board heard case	\$666,750.00		
	LEC120400	(Homestead) - Repeat Junk Code	3/21/2013	Filed Order Imposing Fine and Notice of Lien			
District 2		5018 Sarav Way	9/27/2019	Reminder letter mailed			
			12/10/2019	Staff inspected property- Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
2/18/2013	13-007	William Leonard Parker Estate and April Letitia Love	1/17/2013	Board heard case		\$83,610.00	
	LEC120565	(Non-Homestead) - Mowing Code	6/10/2013	Filed Order Imposing Fine and Notice of Lien			
District 2		1911 Sika Deer Dr	3/15/2018	Per CAO, County cannot foreclose on this property			
			12/12/2019	Staff inspected property - Not in Compliance			
7/31/2013	13-051	Atlas FI I SP LTD Partnership	7/18/2013	Board heard case			\$1,535.00
	LEC130148	(Non-Homestead) - Junk Code	9/19/2013	Filed Order Imposing Fine and Notice of Lien			
District 5		Hill N Dale Dr S	10/10/2013	In Compliance. Fine unpaid			
			8/18/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
7/31/2013	13-053	Parkway Land Inc	7/18/2013	Board heard case			\$4,000.00
	LEC130058	(Non-Homestead) - Building Code	9/3/2013	Filed Order Imposing Fine and Notice of Lien			
District 3		5055 Crystal Brook Ln	9/13/2013	In Compliance. Fine unpaid			
			7/17/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
10/3/2013	13-075	James M. Skipper	9/19/2013	Board heard case			\$199,250.00
	LEC130241	(Non-Homestead) - Building Code	5/28/2014	Filed Order Imposing Fine and Notice of Lien			
District 3		7244 Newfield Drive	11/20/2014	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/29/2016	In Compliance. Fine unpaid			
11/6/2013	13-085	Thomas Schmokel	10/17/2013	Board heard case	\$74,440.00		
	LEC130437	(Homestead) - Junk Code	1/16/2014	Filed Order Imposing Fine and Notice of Lien			
District 1		810 Brent Drive	9/27/2019	Reminder letter mailed			
1/31/2014	14-014	Aaron & Rosa Ervin	1/16/2014	Board heard case	\$19,750.00		
	LEC130615	(Homestead) - Building Code	3/20/2015	Filed Order Imposing Fine and Notice of Lien			
District 5		13665 Driftwood Court	5/4/2015	In Compliance. Fine unpaid			
			9/27/2019	Reminder Letter mailed			
4/29/2014	14-042	Ronald Singleton	4/17/2014	Board heard case	\$10,000.00		
	LEC130861	(Homestead) - Junk Code	9/18/2014	Filed Order Imposing Fine and Notice of Lien			
District 1		4030 Morgan Road	9/27/2019	Reminder letter mailed			
			12/10/2019	Staff inspected property- Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
5/30/2014	14-050	Tina Louise Tongen	5/15/2014	Board heard case			\$10,000.00
	LEC131093	(Non-Homestead) - Junk Code	7/17/2014	Filed Order Imposing Fine and Notice of Lien			
District 3		1676 Talpeco Road	8/20/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
5/30/2014	14-051	Tina Louise Tongen	5/15/2014	Board heard case			\$10,000.00
	LEC131094	(Non-Homestead) - Mowing Code	7/17/2014	Filed Order Imposing Fine and Notice of Lien			
District 3		1676 Talpeco Road	8/20/2015	Board directed staff to send to CAO to begin foreclosure proceedings			
8/6/2014	14-062	Richard L. Owens	7/17/2014	Board heard case	\$10,000.00		
	LEC130799	(Homestead) - Junk Code	9/19/2014	Filed Order Imposing Fine and Notice of Lien.			
District 5		3628 Chaires Cross Road	9/30/2019	Reminder letter mailed			
9/3/2014	14-074	Lizetta and Gregory Williams	8/21/2014	Board heard case	\$10,000.00		
	LEC131132	(Homestead) - Junk Code	11/21/2014	Filed Order Imposing Fine and Notice of Lien			
District 1		8004 Pin Oak Road	9/27/2019	Reminder letter mailed			
10/8/2014	14-089	Robert Strong	9/18/2014	Board heard case	\$1,185.00		
	LEC140085	(Homestead) - Junk Code	11/21/2014	Filed Order Imposing Fine and Notice of Lien			
District 1		1795 Monday Court	12/11/2014	In Compliance. Fine unpaid			
			9/27/2019	Reminder letter mailed			
10/30/2014	14-096	Robert Lee Williams Life Estate, Brenda Arnett & Elizabeth Williams	10/16/2015	Board heard case	\$10,000.00		
	LEC140032	(Homestead) - Junk Code	3/20/2015	Filed Order Imposing Fine and Notice of Lien			
District 2		9823 Fair Oaks Ln	9/27/2019	Reminder letter mailed			
12/2/2014	14-102	G. Reed (new owner)	11/20/2014	Board heard case			\$10,000.00
	LEC131184	(Non-Homestead) - Mowing Code	1/16/2015	Filed Order Imposing Fine and Notice of Lien			
		8417 Blackjack Road	5/19/2016	Board directed staff to send to CAO to begin foreclosure proceedings			
			1/27/2017	Sold at tax deed auction. New Owner			
			10/10/2017	In Compliance. Fine unpaid			
1/28/2015	15-008	Estella Minnis	1/15/2015	Board heard case.			\$419,000.00
	LEC140022	(Non-Homestead) - Building Code	12/15/2015	Filed Order Imposing Fine and Notice of Lien			
District 3		2908 Sharer Road	9/15/2016	Board directed staff to send to CAO to begin foreclosure proceedings			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
3/16/2015	15-019	Linear Financial Group LLC (new owner)	2/19/2015	Board heard case.			\$10,000.00
	LEC140535	(Non-Homestead) - Junk Code	5/26/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		2528 Shadowwood Drive	1/19/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
			10/30/2018	Property sold, new owner.			
			5/7/2019	In Compliance. Fine unpaid			
3/16/2015	15-020	Panhandle Building Services (New Owner)	2/19/2015	Board heard case.		\$10,000.00	
	LEC140252	(Non-Homestead) - Mowing Code	5/26/2015	Filed Order Imposing Fine and Notice of Lien			
District 3		4139 B Williams Lane	1/21/2016	Sold at Tax Deed Auction.			
			6/19/2018	New owner letter mailed			
			12/10/2019	In Compliance. Fine unpaid			
5/7/2015	15-024	Katia White & Claribel Cantillo	4/16/2015	Board heard case.			\$10,000.00
	LEC140718	(Non-Homestead) - Junk Code	8/6/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		114 Ponce De Leon	2/16/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
			7/17/2018	Staff inspected property, Not in Compliance			
5/7/2015	15-027	Katia White & Claribel Cantillo	4/16/2015	Board heard case.			\$10,000.00
	LEC140719	(Non-Homestead) - Mowing Code	8/6/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		114 Ponce De Leon	2/16/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
			7/18/2018	Staff inspected property, Not in Compliance			
6/15/2015	15-036	Gloria Y. & Clarence G. Washington	5/21/2015	Board heard case.		\$10,000.00	
	LEC140764	(Non-Homestead) - Junk Code	8/6/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		1444 Breck Drive	1/1/2017	Change in Non-Homestead Status			
			12/10/2019	In Compliance. Fine unpaid			
6/3/2016	15-045	T R. Lebrun	7/16/2015	Board heard case.		\$4,860.00	
	LEC150106	(Non-Homestead) - Junk Code	10/15/2015	Board Granted Extension, amended deadline 4/26/16			
District 2		1567 Van Delia Road	5/19/2016	Board Granted Extension, amended deadline 9/4/16			
			11/16/2016	Filed Order Imposing Fine and Notice of Lien			
			1/18/2017	In Compliance. Fine unpaid			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
7/30/2015	15-050	Robert L. Nute and O.L. Nute	7/16/2015	Board heard case.		\$10,000.00	
	LEC150204	(Non-Homestead) - Mowing Code	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
District 5		2065 Foshalee Drive	3/16/2018	Per CAO, County cannot foreclose on this property			
			12/12/2019	Staff inspected property, Not in Compliance			
7/31/2015	15-051	William D. Watson	7/16/2015	Board heard case.			\$378,500.00
	LEC140740	(Non-Homestead) - Minimum Housing	8/21/2015	Filed Order Imposing Fine and Notice of Lien			
District 3		5729 Eunice Court	1/19/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
8/31/2015	15-055	Wesley K. Messer	8/20/2015	Board heard case.	\$10,000.00		
	LEC150677	(Homestead) - Mowing Code	10/7/2015	Staff inspected property, Not in Compliance			
District 4		3229 Gallant Fox Trail	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
9/1/2015	15-062	Mellie Delores Clark	8/20/2015	Board heard case.			\$401,000.00
	LEC150675	(Non-Homestead) - Repeat Building Code	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
District 4		6636 Tim Tam Trail	4/21/2016	The Board directed staff to refer to CAO to begin foreclosure actions.			
			9/30/2017	In Compliance. Fine unpaid			
8/31/2015	15-065	C.J. and Patricia Ann Johnson	8/20/2015	Board heard case.		\$10,000.00	
	LEC150167	(Non-Homestead) - Junk Code	11/5/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		3624 Robin Road	2/14/2018	Change in Homestead Status noted			
			3/16/2018	Per CAO, County cannot foreclose on this property			
			12/10/2019	Staff inspected property, Not in Compliance			
12/8/2015	15-070	Betty Sue Forbes	10/15/2015	Board heard case.	\$1,115.00		
	LEC150547	(Homestead) - Junk Code	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		4297 Slash Pine Lane	1/5/2016	In Compliance. Fine unpaid			
			9/27/2019	Reminder letter mailed			
10/28/2015	15-091	Patricia Jenkins-Ward & Jerry Ward (new owners)	10/15/2015	Board heard case.			\$347,531.51
	LEC140642	(Non-Homestead) - Building Code	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
District 2		10056 Spring Sink Road	1/19/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
			9/22/2017	New Owner/Tax Deed Sale			
			9/7/2018	Received surplus of Tax Deed sale \$2,965.49			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
10/28/2015	15-092	Robert C. Strong	11/15/2015	Board heard case.	\$6,750.00		
	LEC150960	(Homestead) Repeat Junk Code	12/11/2015	Filed Order Imposing Fine and Notice of Lien			
District 1		1795 Monday Court	11/20/2015	In Compliance. Fine unpaid			
			9/27/2019	Reminder letter mailed			
			3/26/2019	Staff inspected property - Not in Compliance			
12/8/2015	15-096	James and Elaine Williams	11/19/2015	Board heard case.			\$10,000.00
	LEC150472	(Non-Homestead) - Junk Code	1/21/2016	Filed Order Imposing Fine and Notice of Lien			
District 1		1446 Craft Street	2/16/2017	The Board directed staff to refer to CAO to begin foreclosure actions.			
12/8/2015	15-099	Hena Sahu (New Owner)	11/19/2015	Board heard case.			\$0.00
	LEC150843	(Non- Homestead) - Mowing Code	1/21/2016	Filed Order Imposing Fine and Notice of Lien			
District 1		4717 Center Drive	7/21/2016	The Board directed staff to refer to CAO to begin foreclosure actions.			
			1/17/2019	Nuisance Abatement Board approved abatement			
			4/16/2019	Abated. In Compliance, Fine unpaid			
			4/24/2019	Property sold at Tax Auction			
			5/28/2019	Notice of Abatement Cost mailed			
			7/3/2019	NAB Notice of Lien recorded			\$2,682.50
			8/23/2019	Surplus from Tax Deed sale received in the amount of \$10,000.00. CEB lien released. NAB lien remains in effect			
12/8/2015	15-100	James and Elaine Williams	11/19/2015	Board heard case.			\$340,500.00
	LEC150574	(Non-Homestead) - Building Code	1/21/2016	Filed Order Imposing Fine and Notice of Lien			
District 1		1446 Craft Street	2/16/2017	The Board directed staff to refer to CAO to begin foreclosure actions.			
3/1/2016	16-016	Donald Rushing	2/18/2016	Board heard case.	\$10,000.00		
	LEC150951	(Homestead) - Junk Code	5/3/2016	Staff inspected property, Not in Compliance			
District 1		805 Brent Drive	6/6/2016	Filed Order Imposing Fine and Notice of Lien			
			9/27/2019	Reminder letter mailed			
3/2/2016	16-023	West Haven Mortgage LLC	2/18/2016	Board heard case.		\$10,000.00	
	LEC150855	(Non-Homestead) - Junk	8/4/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		West Haven Mobile Home Park	7/28/2018	In Compliance. Fine unpaid			
			8/14/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
3/31/2016	16-036	5T Wealth Partners LP (new owner)	3/17/2016	Board heard case.		\$10,000.00	
	LEC151149	(Non-Homestead) - Mowing Code	6/6/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		7498 Southern Country Lane	8/7/2018	Per CAO, County is unable to foreclose on this property			
			9/10/2018	Property sold at Tax Auction. New owner			
			12/12/2019	Staff inspected property, Not in Compliance			
6/6/2016	16-058	Leslie O. Ceballos	5/19/2016	Board heard case.		\$10,000.00	
	LEC160111	(Non-Homestead) - Junk	7/12/2016	Staff inspected property, Not in Compliance			
District 3		5100 Meadowlark Lane	7/22/2016	Filed Order Imposing Fine and Notice of Lien			
			4/22/2019	In Compliance. Fine unpaid			
8/3/2016	16-068	Peter F. Phillips	7/21/2016	Board heard case.	\$10,000.00		
	LEC160173	(Homestead) - Junk Code	9/20/2016	Staff inspected property, Not in Compliance			
District 3		4118 Sonnet Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
			9/27/2019	Reminder Letter mailed			
6/6/2016	16-071	Vikas Kapoor	5/19/2016	Board heard case.			\$10,000.00
	LEC160171	(Non-Homestead) - Junk Code	7/15/2016	Staff inspected property, Not in Compliance			
District 2		7519 Big Horn St	7/22/2016	Filed Order Imposing Fine and Notice of Lien			
			4/19/2018	The Board directed staff to refer to CAO to begin foreclosure actions.			
8/3/2016	16-075	Geraldine H. Waltermon	8/3/2016	Board heard case.		\$10,000.00	
	LEC160112	(Non-Homestead) - Mowing Code	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
District 3		5098 Meadowlark Lane	12/10/2019	Staff inspected property, Not in Compliance			
8/3/2016	16-076	Geraldine H. Waltermon	8/3/2016	Board heard case.		\$280,750.00	
	LEC160113	(Non-Homestead) - Building Code	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
District 3		5098 Meadowlark Lane	12/10/2019	Staff inspected property, Not in Compliance			
8/3/2016	16-077	Michael John Reyes (new owner)	7/21/2016	Board heard case.		\$10,000.00	
	LEC160273	(Non-Homestead)-Junk Code	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		424 Ravensview Drive	1/13/2017	Property sold, new owner			
			12/12/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
8/3/2016	16-078	Jon Steven Goldstein	7/21/2016	Board heard case.		\$10,000.00	
	LEC160268	(Non- Homestead) - Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		9213 Bartlett Lane	4/24/2018	Per CAO, County cannot foreclose on this property			
			12/10/2019	Staff inspected property, Not in Compliance			
8/3/2016	16-080	Susan Kennedy	7/21/2016	Board heard case.	\$10,000.00		
	LEC160081	(Homestead)-Junk Code	9/22/2016	Staff inspected property, Not in Compliance			
District 5		2193 Pineland Drive	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
9/7/2016	16-098	John & Deanna Padgett (new owners)	8/18/2016	Board heard case.		\$10,000.00	
	LEC160172	(Non-Homestead) - Junk Code	11/16/2016	Filed Order Imposing Fine and Notice of Lien			
District 2		7523 Big Horn Street	12/27/2017	New Owner of record			
			12/2/2019	Staff inspected property, Not in Compliance			
9/29/2016	16-104	Mickey Lee Britt Estate (New Owner)	9/15/2016	Board heard case.		\$10,000.00	
	LEC160346	(Non-Homestead) - Junk Code	2/2/2018	Filed Order Imposing Fine and Notice of Lien			
District 1		3637 Blue Bird Road	5/22/2018	New Owner of record			
			1/3/2019	Staff inspected property, Not in Compliance			
11/7/2016	16-112	Wendell Lee Henderson, Sr.	10/20/2016	Board heard case.		\$10,000.00	
	LEC160221	(Non-Homestead) - Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		4778 Preston Johnson Rd	4/18/2019	Nuisance Abatement Board approved abatement			
			9/4/2019	Abated. In Compliance. Fine unpaid		\$4,256.25	
9/28/2016	16-118	Michael & Theresa Smith	9/15/2016	Board heard case.	\$10,000.00		
	LEC160313	(Homestead) - Junk Code	1/5/2017	Staff inspected property, Not in Compliance			
District 5		4890 Chaires Cross Rd	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
			9/27/2019	Reminder letter mailed			
9/28/2016	16-119	Raymond & Makeith Brown	9/15/2016	Board heard case.		\$10,000.00	
	LEC160723	(Non-Homestead) Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 3		4224 Carnwath Road	8/7/2018	Per CAO, County cannot foreclose on this property			
			12/10/2019	In Compliance. Fine unpaid			
11/7/2016	16-121	Barbara Jean Lovett	10/20/2016	Board heard case.	\$10,000.00		
	LEC160498	(Homestead) - Junk	2/2/2018	Filed Order Imposing Fine and Notice of Lien			
District 1		1454 Craft Drive	9/17/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/7/2016	16-131	Kimberly Wade	10/20/2016	Board heard case.	\$10,000.00		
	LEC160581	(Homestead) - Junk Code	12/20/2016	Staff inspected property, Not in Compliance			
District 2		214 Beth Circle	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
			9/27/2019	Reminder letter mailed			
11/7/2016	16-136	Johnston Noble	10/20/2016	Board heard case.		\$10,000.00	
	LEC151043	(Non-Homestead) - Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		1319 Bayberry Drive	8/7/2018	Per CAO, County cannot foreclose on this property			
			12/12/2019	Staff inspected property, Not in Compliance			
12/13/2016	16-148	Donald Green & Kevin Green	11/17/2016	Board heard case.		\$10,000.00	
	LEC150667	(Non-Homestead) - Mowing Code	11/2/2017	Filed Order Imposing Fine and Notice of Lien			
District 5		7869 Talley Ann Dr	12/17/2019	In Compliance. Fine unpaid			
12/8/2016	16-149	Vincent M. Smith	11/17/2016	Board heard case.		\$240,500.00	
	LEC160684	(Non-Homestead) - Building Code	9/7/2017	Filed Order Imposing Fine			
District 2		2168 Hickory Lane	12/10/2019	Staff inspected property, Not in Compliance			
12/1/2017	17-001	Renee M. Gadson	11/16/2017	Board heard case.	\$10,000.00		
	LEC160891	(Homestead) - Junk Code	2/14/2018	Staff inspected property, Not in Compliance			
District 1		215 Ponce De Leon	3/15/2018	Filed Order Imposing Fine			
			9/27/2019	Reminder letter mailed			
2/28/2017	17-013	William K. Cone	2/16/2017	Board heard case.		\$228,500.00	
	LEC160418	(Non-Homestead) - Building Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		9742 Snail Street	9/19/2019	Nuisance Abatement Board approved abatement. Abatement pending completion.			
4/5/2017	17-017	Robert & OL Nute	3/16/2017	Board heard case.		\$10,000.00	
	LEC160618	(Non-Homestead) - Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 5		2065 Foshalee Drive	3/15/2018	Per CAO, County is unable to foreclose on this property			
			12/12/2019	Staff inspected property, Not in Compliance			
4/5/2017	17-018	Robert & OL Nute	3/16/2017	Board heard case.		\$182,000.00	
	LEC161211	(Non-Homestead) - Building Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 5		2065 Foshalee Drive	3/15/2018	Per CAO, County is unable to foreclose on this property			
			12/12/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
4/5/2017	17-021	Page Turo, Yovanis & Marilyn M. Harris	3/16/2017	Board heard case.		\$10,000.00	
	LEC160701	(Non-Homestead)	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		9226 Bartlett Lane	4/25/2018	Per CAO, County is unable to foreclose on this property			
			12/10/2019	Staff inspected property, Not in Compliance			
4/5/2017	17-023	Page Turo, Yovanis & Marilyn M. Harris	3/16/2017	Board heard case.		\$219,250.00	
	LEC160702	(Non-Homestead) - Building Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		9226 Bartlett Lane	4/25/2018	Per CAO, County is unable to foreclose on this property			
			12/10/2019	Staff inspected property, Not in Compliance			
5/18/2017	17-026	Vikas Kapoor	5/18/2017	Board heard case.		\$225,750.00	
	LEC170419	(Non-Homestead) - Repeat Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		5608 Westview Lane	12/12/2019	Staff inspected property, Not in Compliance			
5/9/2017	17-034	Matthew & Agnes Thompson	4/20/2017	Board heard case.		\$10,000.00	
	LEC161233	(Non-Homestead) - Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 3		6534 N Meridian Rd	12/10/2019	Staff inspected property, Not in Compliance			
6/15/2017	17-035	Vikas Kapoor	5/18/2017	Board heard case.		\$230,500.00	
	LEC170321	(Non-Homestead) - Repeat Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		384 Inkwood Lane	9/27/2019	Reminder letter mailed			
			12/12/2019	Staff inspected property, Not in Compliance			
5/9/2017	17-036	Mark A. Kelly	4/20/2017	Board heard case.		\$1,170.00	
	LEC161241	(Non-Homestead) - Junk Code	11/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 1		3410 Springhill Rd	9/27/2019	Reminder letter mailed			
			10/3/2019	In Compliance. Fine unpaid			
			11/21/2019	Board reduced fine to \$1170.00 to be paid within 30 days or fine reverts to the original amount of \$10,000.00			
5/9/2017	17-041	Vikas Kapoor	4/20/2017	Board heard case.		\$216,250.00	
	LEC170295	(Non-Homestead)-Repeat Minimum Housing	5/20/2017	Staff inspected property, Not in Compliance			
District 1		8417 Sand Ridge Court	9/7/2017	Filed Order Imposing Fine and Notice of Lien			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
5/9/2017	17-042	Verna L. Stokes	4/20/2017	Board heard case		\$183,750.00	
	LEC161234	(Non-Homestead) - Building	6/29/2017	LB1700697 issued			
		3025 Baron Lane	2/20/2019	Filed Order Imposing Fine			
District 1			12/5/2019	Inspections not approved, Not in Compliance			
6/15/2017	17-043	Clyde Nickyson (New Owner)	5/18/2017	Board heard case.		\$10,000.00	
	LEC170047	(Non-Homestead) - Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 1		6017 Button Willow Ln	11/19/2019	New owner of record			
			12/10/2019	Staff inspected property, Not in Compliance			
6/15/2017	17-045	Clyde Nickyson (New Owner)	5/18/2017	Board heard case.		\$202,000.00	
	LEC170061	(Non-Homestead) - Building Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 1		6017 Button Willow Ln	11/19/2019	New owner of record			
			12/10/2019	Staff inspected property, Not in Compliance			
6/15/2017	17-047	Wade Enterprises of Leon LLC	5/18/2017	Board heard case.		\$232,750.00	
	LEC170244	(Non-Homestead) - Repeat Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		301 Wilkinson Street	8/17/2019	Per CAO, County is unable to foreclose on this property			
			12/12/2019	Staff inspected property, Not in Compliance			
6/15/2017	17-049	Beverly Beaumont Revocable Trust	5/18/2017	Board heard case.		\$3,565.00	
	LEC161019	(Non-Homestead) - Junk Code	9/21/2017	Board granted Request for Extension of Time			
District 2		712 Merry Robin Rd	1/30/2018	Filed Order Imposing Fine			
			3/29/2018	In Compliance. Fine unpaid			
			12/12/2019	Staff inspected property, Not in Compliance			
6/15/2017	17-052	Dorothy Sadler Estate	5/18/2017	Board heard case.		\$10,000.00	
	LEC161012	(Non-Homestead) - Mowing Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		261 Pond Pine Street	10/21/2018	Per CAO, County is unable to foreclose on this property			
			10/26/2018	In Compliance. Fine unpaid			
			9/27/2019	Reminder letter mailed			
6/15/2017	17-053	Dorothy Sadler Estate	5/18/2017	Board heard case.		\$10,000.00	
	LEC161013	(Non-Homestead) - Junk Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		261 Pond Pine Street	9/27/2019	Reminder letter mailed			
			10/21/2018	Per CAO, County is unable to foreclose on this property			
			12/12/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
6/15/2017	17-054	Jerry W. Ward	5/18/2017	Board heard case.		\$202,000.00	
	LEC161118	(Non-Homestead)	7/16/2017	Staff inspected property, Not in Compliance			
District 2		2366 (2370) Natural Bridge	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
		Minimum Housing	1/1/2018	Change in Homestead status			
			9/27/2019	Reminder letter mailed			
6/15/2017	17-056	Ronald Pontones	5/18/2017	Board heard case.		\$154,000.00	
	LEC161266	(Non-Homestead) - Building Code	9/7/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		9406 Barwick Drive	9/20/2018	Nuisance Abatement Board approved abatement			
			2/27/2019	In Compliance. Fine Unpaid			
			6/19/2019	Payment in the amount of \$6557.50 made to cover abatement of property.			
			9/27/2019	Reminder letter mailed			
8/28/2017	17-074	Jodie Smith	8/17/2017	Board heard case.		\$186,750.00	
	LEC170148	(Non-Homestead) - Building Code	11/1/2017	Filed Order Imposing Fine and Notice of Lien			
District 2		1027 Nature Trail Way	11/30/2017	Permit Issued (LB1701337)			
			12/24/2019	In Compliance. Fine Unpaid			
10/3/2017	17-086	Wade Enterprises of Leon LLC	9/21/2017	Board heard case.		\$173,750.00	
	LEC170246	(Non-Homestead) - Building Code	2/15/2018	Filed Order Imposing Fine			
District 2		301 Wilkinson Street	8/17/2019	Per CAO, County is unable to foreclose on this property			
			12/12/2019	Staff inspected property, Not in Compliance			
10/3/2017	17-096	Tommy & Rosa Bryant	9/21/2017	Board heard case.		\$194,000.00	
	LEC170869	(Non-Homestead) - Repeat Junk Code	11/30/2017	Staff inspected property, Not in Compliance			
District 1		545 Tall Top Drive	2/2/2018	Filed Order Imposing Fine			
11/2/2017	17-101	Kismet III LLC	10/19/2017	Board heard case		\$4,615.00	
	LEC170512	(Non-Homestead) - Junk Code	7/17/2018	Filed Order Imposing Fine			
District 1		3420 Springhill Rd	10/23/2018	In Compliance. Fine unpaid			
11/2/2017	17-103	Phyllis Everett Trustee for Thomas Spears	10/19/2017	Board heard case		\$10,000.00	
	LEC170626	(Non-Homestead) - Junk Code	1/24/2018	Filed Order Imposing Fine			
District 4		1608 Southbrook Lane	4/25/2019	In Compliance. Fine unpaid			
			9/27/2019	Reminder letter mailed			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/2/2017	17-104	Thomas & Iris Bryant	10/19/2017	Board heard case		\$10,000.00	
	LEC170092	(Non-Homestead) - Junk Code	2/15/2015	Board denied Request for Extension of Time			
District 2		8518 Moore Woods Rd	2/23/2018	Filed Order Imposing Fine			
			9/5/2018	Per CAO, County is unable to foreclose on this property			
			12/10/2019	Staff inspected property, Not in Compliance			
11/2/2017	17-105	Thomas & Iris Bryant	10/19/2017	Board heard case		\$10,000.00	
	LEC170726	(Non-Homestead) - Mowing Code	2/15/2015	Board denied Request for Extension of Time			
District 2		8518 Moore Woods Rd	2/23/2018	Filed Order Imposing Fine			
			9/5/2018	Per CAO, County is unable to foreclose on this property			
			12/10/2019	Staff inspected property, Not in Compliance			
4/23/2018	17-110	Daniel Rentz, Kelly Rentz & Clarence Rentz	3/15/2018	Board heard case	\$10,000.00		
	LEC170974	(Homestead) - Junk Code	5/3/2018	Staff inspected property, Not in Compliance			
District 2		838 Friar Tuck Rd	5/15/2018	Filed Order Imposing Fine			
			9/27/2019	Reminder letter mailed			
12/1/2017	17-132	Sabrina E. Truman	11/16/2017	Board heard case		\$10,000.00	
	LEC170741	(Non-Homestead) - Mowing Code	3/15/2018	Filed Order Imposing Fine			
District 3		5195 Water Valley Drive	12/10/2019	In Compliance. Fine unpaid			
1/3/2018	17-137	Troy Law	11/16/2017	Board heard case		\$10,000.00	
2/23/2018	LEC170140	(Non-Homestead) - Junk Code	2/15/2018	Board granted request for Extension of Time			
		3396 Whippoorwill Drive	6/14/2018	Filed Order Imposing Fine			
District 2			12/12/2019	Staff inspected property, Not in Compliance			
12/1/2017	17-140	Larry Shaffer, Sharon Shaffer & Andrew Bracewell	11/16/2017	Board heard case		\$92,250.00	
	LEC170488	(Non-Homestead) - Building Code	8/16/2018	Board heard Request for Extension of Time. Granted until September 26, 2018.			
District 2		3367 Whippoorwill Drive	12/5/2019	LB1600527 - No Inspections. Not in Compliance			
			12/12/2019	Staff inspected property, Not in Compliance			
2/23/2018	18-014	Julie G. Miller & Eddie J. Syfrett, Jr.	2/15/2018	Board heard case.		\$10,000.00	
	LEC170600	(Non-Homestead) - Mowing Code	6/4/2018	Filed Order Imposing Fine			
District 5		2007 Plantation Forest Drive	12/12/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
2/23/2018	18-016	Ray Perry	2/15/2018	Board heard case.		\$36,500.00	
	LEC171206	(Non-Homestead)	3/15/2018	Filed Order Imposing Fine			
District 1		419 Moonlit Trace - Building Code	4/19/2018	Nuisance Abatement Board approved abatement			
		Buidling Code	8/2/2018	Abated. In Compliance. Fine unpaid		\$7,472.50	
			7/3/2019	NAB Notice of Lien filed			
3/16/2018	18-018	Ronald Glover & Misty Cumby	2/15/2018	Board heard case.		\$138,750.00	
	LEC170429	(Non-Homestead) - Building Code	6/14/2018	Filed Order Imposing Fine			
District 2		9530 Lance Road	8/17/2019	Per CAO, County is unable to foreclose on this property			
			12/10/2019	Staff inspected property, Not in Compliance			
4/23/2018	18-032	Doc & Kei Realty	1/18/2018	Board heard case		\$129,000.00	
	LEC171183	(Non-Homestead) - Building Code	6/14/2018	Filed Order Imposing Fine			
District 1		2711 Gerald Drive	12/5/2019	LB1901930 Issued			
5/2/2018	18-038	Ed Michael Jefferson	4/19/2018	Board heard case		\$10,000.00	
	LEC180031	(Non-Homestead) - Junk Code	3/22/2019	Filed Order Imposing Fine			
District 1		4060 Buster Road	12/10/2019	Staff inspected property, Not in Compliance			
8/22/2018	18-039	Owner Redacted	4/19/2018	Board heard case.	\$10,000.00		
	LEC170860	(Homestead) - Junk Code	6/21/2018	Staff inspected property, Not in Compliance			
District 1		4285 Slash Pine Lane	7/16/2018	Filed Order Imposing Fine			
8/27/2018	18-042	Elaine D. Harper	8/16/2018	Board heard case		\$85,000.00	
	LEC170754	(Non-Homestead) - Building Code	1/8/2019	Filed Order Imposing Fine			
District 1		1605 Partridge Drive	12/10/2019	Staff inspected property, Not in Compliance			
5/2/2018	18-043	David Kauffman	4/19/2018	Board heard case.	\$121,500.00		
	LEC171202	(Homestead) - Building Code	8/2/2018	LB1800630 issued. 90 days to obtain approved inspections			
District 4		9821 Thunder Hill Trail	2/20/2019	Filed Order Imposing Fine			
			12/6/2019	Staff checked computer records. Building Final has not been approved. Not in Compliance			
8/22/2018	18-045	Owner Redacted	4/19/2018	Board heard case.	\$127,500.00		
	LEC170892	(Homestead) - Minimum Housing Code	5/10/2018	Staff inspected property, Not in Compliance			
District 1		4285 Slash Pine Lane	5/17/2018	Filed Order Imposing Fine			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
6/22/2018	18-053	Mustafa Hatim	5/17/2018	Board heard case.	\$10,000.00		
	LEC170985	(Homestead) - Junk Code	7/5/2018	Staff inspected property, Not in Compliance			
District 5		8709 Manchester Court	8/6/2018	Filed Order Imposing Fine			
			9/26/2019	Reminder letter mailed			
6/22/2018	18-054	Eugene W. Thompson, Jr. & Florestine W. Thompson Estate	5/17/2018	Board heard case.	\$10,000.00		
	LEC171034	(Homestead) - Junk Code	7/5/2018	Staff inspected property, Not in Compliance			
District 1		1416 Bahia Drive	8/6/2018	Filed Order Imposing Fine			
			9/27/2019	Reminder letter mailed			
8/27/2018	18-061	West Haven Mortgage LLC	8/16/2018	Board heard case.		\$10,000.00	
	LEC170238	(Non-Homestead) - Junk	1/8/2019	Filed Order Imposing Fine			
District 2		8071 Ida Road	12/12/2019	Staff inspected property, Not in Compliance			
8/27/2018	18-065	Jim A. Leslie	8/16/2018	Board heard case.	\$9,865.00		
	LEC180169	(Homestead) - Junk	1/8/2019	Filed Order Imposing Fine			
District 4		12131 Wilderness Drive	4/8/2019	Per CAO, County is unable to foreclose on this property			
			9/13/2019	Reminder letter mailed			
			12/4/2019	Staff inspected property, Not in Compliance			
8/27/2019	18-069	William Dale Dupree	8/16/2018	Board heard case		\$75,500.00	
	LEC171107	(Non-Homestead) - Building Code	10/9/2018	Filed Order Imposing Fine			
		3234 Yorktown Drive	2/21/2019	Nuisance Abatement Board heard approved abatement		\$1,250.00	
District 3			7/25/2019	Abated. In Compliance. Fine unpaid			
8/27/2019	18-070	William Dale Dupree	8/16/2018	Board heard case		\$6,995.00	
	LEC180189	(Non-Homestead) - Mowing Code	10/9/2018	Filed Order Imposing Fine			
		3234 Yorktown Drive	2/21/2019	Nuisance Abatement Board approved abatement			
District 3			4/17/2019	Abated. In Compliance. Fine unpaid		\$1,647.50	
			7/3/2019	NAB Notice of Lien filed			
9/11/2018	18-078	Mary K. Mathis & Anthony A. Belk	8/16/2018	Board heard case	\$84,750.00		
	LEC170884	(Homestead) - Building	3/8/2019	Filed Order Imposing Fine			
District 2		1255 Poplar Drive	5/14/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
8/27/2018	18-082	Judy G. and James N. Daniels	8/16/2018	Board heard case		\$5,525.00	
	LEC170763	(Non-Homestead) - Junk Code	2/21/2019	Filed Order Imposing Fine			
District 5		5879 Deer Park Circle	2/28/2019	In Compliance. Fine unpaid			
			12/12/2019	Staff inspected property, Not in Compliance			
10/4/2018	18-085	Walter S. & Patricia Ann James	9/20/2018	Board heard case	\$107,000.00		
	LEC180650	(Homestead) - Repeat Junk Code	10/8/2018	Filed Order Imposing Fine			
District 2		1324 Silver Saddle Drive	9/27/2019	Reminder letter mailed			
			10/31/2019	In Compliance. Fine unpaid			
11/5/2018	18-096	Lillie Bradham & Albert Frazier	10/18/2018	Board heard case		\$94,500.00	
	LEC180818	(Non-Homestead) - Repeat Junk Code	11/16/2018	Filed Order Imposing Fine			
District 1		0 Bishop Road	12/10/2019	Staff inspected property, Not in Compliance			
11/5/2018	18-108	Randall L. Schimek	10/18/2018	Board heard case		\$10,000.00	
	LEC180490	(Non-Homestead) - Junk Code	3/25/2019	Filed Order Imposing Fine			
District 5		11293 Turkey Roost Road	12/12/2019	In Compliance. Fine unpaid			
11/5/2018	18-110	Richard Michael Carr	10/18/2018	Board heard case	\$10,000.00		
	LEC171199	(Homestead) - Junk Code	1/19/2019	Staff inspected property, Not in Compliance			
District 2		25001 Thunder Road	3/20/2019	Filed Order Imposing Fine			
12/17/2018	18-117	Ed Michael Jefferson	11/15/2018	Board heard case		\$9,095.00	
	LEC180308	(Non-Homestead) - Junk Code	4/18/2019	Filed Order Imposing Fine			
District 1		2982 Lilly Road	12/10/2019	Staff inspected property, Not in Compliance			
12/17/2018	18-118	Lisa K. Merkison & Juliaette M. Padgett	11/15/2018	Board heard case.		\$9,095.00	
	LEC180165	(Non-Homestead) - Junk Code	2/26/2019	Filed Order Imposing Fine			
District 2		1609 Lemonwood Court	12/10/2019	Staff inspected property, Not in Compliance			
12/17/2018	18-120	Lisa K. Merkison & Juliaette M. Padgett	11/15/2018	Board heard case.		\$64,250.00	
	LEC180327	(Non-Homestead) - Building Code	2/26/2019	Filed Order Imposing Fine			
District 2		1609 Lemonwood Court	12/10/2019	Staff inspected property, Not in Compliance			
12/17/2018	18-121	Vikas Kapoor	11/15/2018	Board heard case		\$9,095.00	
	LEC180661	(Non-Homestead) - Mowing Code	1/18/2019	Staff inspected property, Not in Compliance			
District 2		384 Inkwood Ln	12/10/2019	Staff inspected property, Not in Compliance			
12/17/2018	18-124	Hattie F. Chavis Estate	11/15/2018	Board heard case		\$64,250.00	
	LEC180539	(Non-Homestead) - Building Code	2/20/2019	Filed Order Imposing Fine			
District 1		818 Tram Road	10/22/2019	Staff inspected property, Not in Compliance			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
2/13/2019	18-133	Enrique Almanza & Rosalinda Pizano	1/17/2019	Board heard case		\$7,065.00	
	LEC180241	(Non-Homestead) - Junk Code	10/18/2019	Filed Order Imposing Fine			
District 2		7329 Wagon Trail Lane	12/12/2019	Staff inspected property, Not in Compliance			
2/13/2019	18-151	Gwan Reed (New Owner)	1/17/2019	Board heard case		\$14,250.00	
5/10/2019	LEC180128	(Non-Homestead) Building Code	2/5/2019	Demo permit issued (LB1900128)			
		2643 Pin Oak Lane	4/18/2019	Board granted extension to August 4, 2019			
District 1			9/26/2019	Staff inspected property, Not in Compliance			
			10/18/2019	Filed Order Imposing Fine			
3/12/2019	19-001	Khawaja	2/27/2019	Board heard case		\$5,000.00	
	LEC190018	(Non-Homestead) - Repeat Zoning	3/20/2019	Filed Order Imposing Fine			
District 5		0 Apalachee Parkway	4/24/2019	\$1250.00 payment received			
			12/4/2019	\$1250.00 payment received			
3/12/2019	19-006	Gregory Waldron	2/21/2019	Board heard case		\$6,120.00	
	LEC171153	(Non-Homestead) - Junk Code	10/8/2019	In Compliance. Fine unpaid			
District 3		4505 Zonker Court	10/18/2019	Filed Order Imposing Fine			
3/12/2019	19-008	Johnny Thanh Le & Tra Xuan Pham	2/21/2019	Board heard case		\$6,120.00	
	LEC180307	(Non-Homestead) Junk Code	10/18/2019	Filed Order Imposing Fine			
District 1		4003 Buster Road	11/1/2019	In Compliance. Fine unpaid			
3/12/2019	19-011	Robert & Susan McMillan	2/21/2019	Board heard case		\$4,755.00	
	LEC180826	(Homestead) - Junk Code	4/18/2019	Nuisance Abatement Board approved abatement			
		9227 Courtney Lane	8/22/2019	Abated. In Compliance. Fine unpaid			
			9/3/2019	Request for payment of abatement cost sent		\$4,628.75	
District 2			11/22/2019	Filed Order Imposing Fine			
			11/22/2019	NAB Notice of Lien filed			
3/12/2019	19-014	Ronald W. Cooper	2/21/2019	Board heard case		\$6,120.00	
	LEC180966	(Non-Homestead) - Junk Code	10/7/2019	Staff inspected property, Not in Compliance			
District 2		4505 Bellarose E	10/18/2019	Filed Order Imposing Fine			
3/12/2019	19-018	Deric L. Williams	2/21/2019	Board heard case	\$6,120.00		
	LEC180292	(Homestead) - Junk Code	5/23/2019	Staff inspected property, Not in Compliance			
District 2		9927 Charlie Ash Lane	10/18/2019	Filed Order Imposing Fine			
3/12/2019	19-021	John Henry Ross	2/21/2019	Board heard case		\$6,120.00	
	LEC180343	(Non-Homestead) - Mowing Code	4/19/2019	Staff inspected property, Not in Compliance			
District 1		2671 Pinenoll Drive	10/18/2019	Filed Order Imposing Fine			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
3/12/2019	19-022	John Henry Ross	2/21/2019	Board heard case		\$43,000.00	
	LEC180352	(Non-Homestead) - Building Code	4/19/2019	Staff checked computer records, permit has not been applied for. Not in Compliance			
District 1		2671 Pinenoll Drive	10/18/2019	Filed Order Imposing Fine			
3/12/2019	19-028	Robert C. Strong	2/21/2019	Board heard case	\$124,500.00		
	LEC190069	(Homestead) Repeat Junk Code	3/20/2019	Filed Order Imposing Fine			
District 1		1795 Monday Court	3/26/2019	Staff inspected property, Not in Compliance			
3/12/2019	19-033	Allene Faircloth	2/21/2019	Board heard case	\$6,000.00		
	LEC190112	(Homestead) - Repeat Junk Code	3/13/2019	In Compliance. Fine unpaid			
District 2		5036 Tillie Lane	3/20/2019	Filed Order Imposing Fine			
3/12/2019	19-034	Wade Enterprise of Leon LLC	2/21/2019	Board heard case		\$119,000.00	
	LEC190087	(Non-Homestead) Repeat Building Code	3/20/2019	Filed Order Imposing Fine			
District 2		425 Ravensview Drive	7/18/2019	Nuisance Abatement Board approved abatement. Abatement pending completion			
4/13/2019	19-040	John Mortensen	3/21/2019	Board heard case	\$2,480.00		
7/31/2019	LEC180559	(Homestead) - Junk Code	7/18/2019	Board granted Request for Extension of Time			
		5297 Key Deer Drive	10/18/2019	Filed Order Imposing Fine			
District 2			11/7/2019	In Compliance. Fine unpaid			
5/10/2019	19-044	Elmarie Hawkins	4/18/2018	Board heard case	\$3,005.00		
	LEC170051	(Homestead) - Junk Code	8/21/2019	Filed Order Imposing Fine			
District 1		6033 Button Willow	12/10/2019	Staff inspected property, Not in Compliance			
4/3/2019	19-048	Marilyn Chason & Ira Chason	3/21/2019	Board heard case		\$5,350.00	
	LEC180590	(Non-Homestead) - Junk Code	5/8/2019	Staff inspected property, Not in Compliance			
District 5		6262 Williams Road	11/21/2019	Filed Order Imposing Fine			
4/3/2019	19-049	Marilyn Chason & Ira Chason	3/21/2019	Board heard case		\$5,350.00	
	LEC180591	(Non-Homestead) - Mowing Code	5/8/2019	Staff inspected property, Not in Compliance			
District 5		6262 Williams Road	11/21/2019	Filed Order Imposing Fine			
4/3/2019	19-050	Barney Earl Crutchfield	3/21/2019	Board heard case		\$5,350.00	
	LEC180604	(Non-Homestead) - Junk Code	5/15/2019	Staff inspected property, Not in Compliance			
District 2		207 Francis Maples Drive	9/24/2019	Filed Order Imposing Fine			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
4/3/2019	19-052	Robert & Susan McMillan	3/21/2019	Board heard case		\$32,000.00	
	LEC190056	(Homestead) - Building Code	4/18/2019	Nuisance Abatement Board approved abatement			
		9227 Courtney Lane	8/22/2019	Property Abated. In Compliance. Fine		\$4,628.75	
District 2			10/18/2019	Filed Order Imposing Fine			
			11/22/2019	NAB Notice of Lien filed			
4/3/2019	19-053	Wendell Lee Henderson, Sr.	3/21/2019	Board heard case		\$31,750.00	
	LEC190048	(Non-Homestead) - Building Code	4/18/2019	Nuisance Abatement Board approved abatement			
District 2		4778 Preston Johnson Road	8/22/2019	Property Abated. In Compliance. Fine			
			10/18/2019	Filed Order Imposing Fine		\$4,256.25	
			11/22/2019	NAB Notice of Lien filed			
5/10/2019	19-054	Vikas & Kairi Kapoor	4/18/2019	Board heard case		\$51,000.00	
	LEC190237	(Non-Homestead) Repeat Junk Code	5/17/2019	Filed Order Imposing Fine			
District 2		16945 Lake Christiana Court	12/12/2019	Staff inspected property, Not in Compliance			
5/10/2019	19-062	Frederick P. Jagels	4/18/2019	Board heard case		\$28,250.00	
	LEC110758	(Non-Homestead) - Building Code	7/18/2019	Board heard Request for Extension of Time - Denied			
District 2		9133 Bearington Drive	7/31/2019	Filed Order Imposing Fine			
5/31/2019	19-069	Larry W Bishop & Jennifer Bishop Allen	5/16/2019	Board heard case	\$3,320.00		
	LEC190077	(Homestead) - Junk Code	7/3/2019	Staff inspected property, Not in Compliance			
District 2		928 Jessica Street	8/9/2019	Filed Order Imposing Fine			
5/31/2019	19-070	Larry W Bishop & Jennifer Bishop Allen	5/16/2019	Board heard case	\$23,000.00		
	LEC180745	(Homestead) - Building Code	7/3/2019	Staff inspected property, Not in Compliance			
District 2		928 Jessica Street	8/9/2019	Filed Order Imposing Fine			
5/31/2019	19-075	Michael William Dunsford	5/16/2019	Board heard case		\$3,220.00	
	LEC180929	(Non-Homestead) - Mowing Code	7/3/2019	Staff inspected property, Not in Compliance			
District 2		9305 Elgin Road	9/24/2019	Filed Order Imposing Fine			
5/31/2019	19-076	KPRM II LLC	5/16/2019	Board heard case		\$3,110.00	
	LEC181000	(Non-Homestead)- Junk Code	9/20/2019	Filed Order Imposing Fine			
District 1		4439 Lost Pine Dr	9/24/2019	In Compliance. Fine unpaid			
5/31/2019	19-083	Robert L. Hand	5/16/2019	Board heard case		\$3,220.00	
	LEC180782	(Non-Homestead) - Mowing Code	10/7/2019	Staff inspected property, Not in Compliance			
District 2		244 Chinkapin Lane	10/18/2019	Filed Order Imposing Fine			

STATUS OF OUTSTANDING CEB FINES FOR FY 2018/2019

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
7/31/2019	19-096	Eric and Dana McMahan	7/18/2019	Board heard case		\$1,185.00	
	LEC180278	(Non-Homestead) - Junk Code	9/5/2019	Staff inspected property, Not in Compliance			
District 2		9515 Lance Road	9/24/2019	Filed Order Imposing Fine			
7/31/2019	19-097	Vikas Kapoor	7/18/2019	Board heard case		\$11,750.00	
	LEC190476	(Non-Homestead) - Building Code	8/21/2019	Staff checked computer records. Permit has not been issued. Not in Compliance			
District 2		7519 Big Horn Street	9/24/2019	Filed Order Imposing Fine			
9/4/2019	19-099	William Dale Dupree	8/15/2019	Board Heard case		\$20,750.00	
	LEC190684	(Non-Homestead) - Repeat Mowing Code	9/24/2019	Filed Order Imposing Fine			
District 3		3234 Yorktown Drive	11/1/2019	In Compliance. Fine unpaid			
9/4/2019	19-100	Archie W. White	8/15/2019	Board heard case		\$18,750.00	
	LEC190561	(Non-Homestead) - Repeat Junk Code	9/24/2019	Filed Order Imposing Fine			
District 1		806 Greenleaf Drive					
9/4/2019	19-124	Tamecia Sapp	8/15/2019	Board heard case	\$14,250.00		
	LEC190707	(Homestead) - Repeat Junk Code	9/19/2019	Filed Order Imposing Fine			
District 3		4448 Blue Bill Pass	10/10/2019	In Compliance. Fine unpaid			
					\$5,171,210.00	\$5,142,120.00	\$4,652,354.01
		GRAND TOTAL					\$14,965,684.01
		TOTAL NUMBER OF CEB CASES	172				
Updated: 01/08/2020							

COMPARISON OF CODE ENFORCEMENT BOARD ACTIVITY

<u>ACTIVITY</u>	<u>14-15</u>	<u>15-16</u>	<u>16-17</u>	<u>17-18</u>	<u>18-19</u>
Breakdown of Cases Heard:					
EMA Code	0	0	1	0	0
Junk Code	36	67	53	63	90
Zoning	1	2	1	3	3
Building	3	5	5	9	11
Unsafe Building	7	11	15	13	27
Electrical Code	0	0	0	0	0
Minimum Housing	2	4	5	4	1
Mowing	16	22	16	14	18
Abandoned Property Registration					1
Total Cases Heard by CEB	65	111	96	106	151
Cases Dismissed	0	0	0	2	2
Cases Withdrawn	2	2	0	0	0
In Compliance	0	0	0	0	0
Staff Reconsideration	2	0	0	0	2
Change of Ownership	0	0	0	0	0
Deadline not Expired	11	16	6	9	14
Cases Found in Compliance by CEB deadline	28	57	47	51	63
Cases not Found in Compliance by CEB deadline	26	31	39	40	49
Board Assessed Fines	\$171,230	\$1,111,170	\$526,995	\$526,475	\$1,088,015
Staff Recommended-Reductions	\$61,765	\$23,375.00	\$21,332	\$25,443	\$16,550
Board Action-Reductions	\$615,050	\$608,689.65	\$751,840	1,387,880	\$294,080
Fines Collected*	\$13,680	\$22,696.88	\$17,634	\$26,272	\$35,633

* Fine Collection is not necessarily collected in the same fiscal year as assessed.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Contractors' Licensing and Examination Board Fiscal Year 2018-2019 Annual Report



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Emma Smith, Director, Code Compliance Services Sherry Nelson-Kendall, Code Compliance Supervisor

Statement of Issue:

This item presents the Leon County Contractors' Licensing and Examination Board Fiscal Year 2018-2019 Annual Report in order to keep the Board apprised of the Leon County Contractors' Licensing and Examination Boards activities.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Contractors' Licensing and Examination Board Fiscal Year 2018-2019 Annual Report.

Report and Discussion

Background:

This item seeks Board acceptance of the Leon County Contractors' Licensing and Examination Board's Fiscal Year 2018-2019 Annual Report. Each year staff prepares an agenda item to keep the Board apprised of the Leon County Contractors' Licensing and Examination Board (CLEB) activities through the presentation of an annual report. The Fiscal Year 2018-2019 Annual Report has been reviewed by the CLEB members.

The CLEB is empowered by Ordinance to enforce Chapter 5, Article IV of the Leon County Code of Laws, as well as Chapter 489, Florida Statutes, to regulate contractor licensing and has the authority to take disciplinary actions. The CLEB's responsibilities include review and approval of applications for licensing and review of complaints filed against licensed contractors operating in Leon County (Attachment #1). The CLEB consists of seven members appointed by the Board for three-year terms. In FY 2018-19 each member has volunteered their time as reflected in Attachment #2.

The CLEB Board is scheduled to meet on the first Thursday of each month, if needed, and is supported by DSEM staff. At the CLEB hearings, the CLEB is represented by counsel from the County Attorney's Office.

Analysis:

The County maintained 1,253 active contractor files for FY 2018-2019, including State Certified Contractors, Leon County Registered Contractors, and Specialty Contractors as outlined in Attachment #3.

Examination Analysis:

During FY 2018-2019, three CLEB meetings were held. One licensing application was received, resulting in one application being approved by the CLEB to take the examination. Two requests for reciprocity were received, one of which was approved by the CLEB. The unapproved request required additional information from the applicant, which was not provided.

Complaint Action:

The CLEB processes all complaints against contractors that fall within its statutory authority, regardless if the alleged violation occurs within the city limits or the unincorporated areas. During FY 2018-2019, no complaints were filed with the CLEB for the second consecutive year.

In recent years, staff worked diligently in processing complaints in a timely and efficient manner. The complaint process has been streamlined and the database updated, which allows easy accessibility, timely inspections, and follow-up. Utilizing the advanced automation resources approved by the Board of County Commissioners, County and City staff have implemented several modifications to the electronic database where licensing information is shared.

When complaints are brought to the CLEB, they are processed faster than those processed by the Florida Construction Industry Licensing Board (FCILB). It takes the State approximately 10

months to process a contractor complaint; Leon County averages 60 days to process and bring complaints to resolution. With success and quality customer service, the licensing program continues to be a model program throughout the State.

Table #1 provides a comparison of the contractors licensing activity for the last five fiscal years. No complaints were received in FY 2018-19.

Table #1- Contractors' Licensing Board Activity

ACTIVITY	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19
Contractor Complaints Resolved Administratively (In Compliance, Non-Jurisdictional or No Probable Cause Found)	1	5	3	0	0
Pending Contractor Complaints	0	0	0	0	0
Total Contractor Complaints Received	1	5	3	0	0
Total Complaints Scheduled for Public Hearing before the CLEB	0	0	0	0	0
Public Hearings Carried Over from Previous Year	0	0	0	0	0

Table #2 provides a comparison of the Contractors' Licensing Revenue for the last five fiscal years. Fees paid are allocated to the Building Enterprise Fund.

Table #2 - Contractors Licensing Revenue

Revenue Type	FY 14-15	FY 15-16	FY 16-17	FY17-18	FY18-19
Excavation Contractor's License Applications	\$0	\$2,438.48	\$1,561.25	\$1,561.25	\$1,293.64
Permit File Maintenance Fee	\$818.51	\$1,711.43	\$2,083.48	\$1,637.02	\$2,604.35
License Renewal Fees	\$8,482.74	\$4,911.06	\$5,074.12	\$6,087.38	\$4,762.24
Total	\$9,301.25	\$9,060.97	\$8,718.85	\$9,285.65	\$8,660.23

Options:

1. Accept the Contractors' Licensing and Examination Board Fiscal Year 2018-2019 Annual Report.
2. Do not accept the Contractors' Licensing and Examination Board Fiscal Year 2018-2019 Annual Report.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Contractors' Licensing & Examination Board Activity for FY 2018-2019
2. Board Members Attendance Log
3. FY 18-19 Chart of Active Contractors

Contractor's Licensing & Examination Board Activity for FY 2018-2019

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Year-End Figures
Licensing Complaints Received	0	0	0	0	0
Complaints Resolved Administratively	0	0	0	0	0
Public Hearings	0	0	0	0	0
Probable Cause Hearings	0	0	0	0	0
New Applications	1	0	0	0	1
Requests for Reciprocity	0	0	2	0	2
Walk-Ins for Licenses	40	44	38	25	147
Permits Routed to verify license for Contractors and Sub-contractors	396	508	551	550	2005
Number of verified Contractors and Subcontractors Licenses	1377	1756	1569	1471	6173
Telephone Calls Received	234	223	230	238	925
Insurance Certificates Entered	570	697	509	432	2208
Accela Inquiries	103	125	100	38	366
TOTAL ACTIVITY	2,721	3,353	2,999	2,754	11,827

**LEON COUNTY CONTRACTORS LICENSING
AND EXAMINATION BOARD**

**ATTENDANCE REPORT FOR
FISCAL YEAR 2018-2019**

Three (3) meetings were held in FY 2018-2019.

Appointed by	Board Member	Term Expires	Percent of Attendance
Commissioner Jackson	Stephen Hodges*	03/31/2019	0%
Commissioner Jackson	HR "Sonny" Phillips	03/31/2022	50%
Commissioner Proctor	Cheryl Clark	03/31/2021	66%
Commissioner Minor	William Carpenter	03/31/2021	100%
Commissioner Dozier	April Mizell (Hughes)	03/31/2020	33%
Commissioner Desloge	John Salvo	03/31/2020	100%
Commissioner Lindley	Scott Flowers	03/31/2021	66%
Commissioner Maddox	Shaddick Haston**	03/31/2020	0%

*Term Expired

**Resigned May 29, 2019

LEON COUNTY ACTIVE CONTRACTORS
Fiscal Year 2018-2019

Contractor Type	State Certified	Leon County Registered	Total
General	354	4	358
Building	367	6	373
Residential	93	0	93
Roofing	285	2	287
Pool	28	1	29
Underground Utility	18	0	18
Certified Solar	15	0	15
Aluminum Structures	14	0	14
Subtotal:			1,187
Local Specialty Contractors		Specialty Contractors	Total
Excavation		55	55
Aluminum Structure		2	2
Vinyl Siding		3	3
Carpentry		0	0
Garage Door		6	6
Total Contractors:			1,253

**Leon County
Board of County Commissioners**


Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item #15

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration to Renew the Exclusive Franchise for Solid Waste Collection Services in Unincorporated Leon County

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

Statement of Issue:

This item seeks Board consideration of a negotiated renewal of the current Solid Waste Collection Agreement with WastePro, Inc. which maintains the current residential subscription rates and provides for early termination for unsatisfactory performance.

Fiscal Impact:

This item has no fiscal impact to the County. Monthly subscription is paid for by residents opting to receive curbside residential and commercial solid waste collection for the unincorporated area of Leon County.

Staff Recommendations:

- Option #1: Pursuant to ITB Section II, Subsection I., in the best interest of the County, reject all bids submitted to the Invitation to Bid (ITB) BC-01-17-20-24 for Solid Waste Collection Services in Leon County.
- Option #2: To continue service with WastePro Inc.:
- a. Approve the First Amendment to the current Solid Waste Collection Franchise Agreement and authorize the County Administrator to execute the Amendment in a form approved by the County Attorney (Attachment #1).
 - b. Approve the renewal of the Solid Waste Collection Franchise Agreement with WastePro Inc, as modified, for a period of three years effective October 1, 2020.

Report and Discussion

Background:

This item seeks Board consideration of the negotiated renewal of the current Agreement with WastePro, Inc. for curbside residential and commercial solid waste collection for the unincorporated area of Leon County.

On September 24, 2019, the Board approved issuance of the Invitation to Bid (ITB) for curbside collection services resulting in a single bid from WastePro of \$19.19 per month for residential collection, or a 35% increase over the current rate. On December 10, 2019 the Board directed the sole bid be rejected and authorized the readvertisement of the ITB with minor modifications in an effort to receive multiple responses (Attachment #2). The Bid was readvertised and three bids were submitted by the following: FCC, WastePro, and Waste Management. However, Waste Management was deemed non-responsive as their submission was incomplete. The lowest responsive bidder is FCC (Attachment #2). FCC's bid of \$18.19 per month for residential collection is a 28% increase over the current subscription rate of \$14.15 per month or an increase of \$48.48 annually. In comparison, the December 2019 sole bid from WastePro was \$19.19 or a 35% increase.

On January 28, 2020, the Board considered the options of awarding the bid to FCC as the lowest responsive bidder, or to negotiate a renewal of the current Agreement with WastePro, Inc. (Attachment #4). Staff was directed to engage WastePro in negotiations for renewal of the current Agreement and bring back a proposed agreement in February. As requested by the Board, the revised agreement includes an early termination provision for unsatisfactory performance while maintaining the current residential subscription rate. The Board has the option of approving the renewal and therefore rejecting the bids which resulted from the readvertisement.

The initial release of the ITB occurred a full year prior to the expiration of the current Agreement to ensure that a vendor would be selected no less than six months prior to the commencement of the Agreement. A minimum of six months is needed to provide ample time for the vendor to purchase equipment and prepare for daily operations as outlined in the bid's transition plan. The current Agreement expires September 30, 2020.

The franchise agreement includes the exclusive collection of residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription (i.e. voluntary) basis and commercial collection. Currently an estimated 27,200 residents in the unincorporated area subscribe. Although not an exclusive service, the contractor is also required to offer recycling collection service within the unincorporated area. There are currently an estimated 720 commercial accounts.

Analysis:

As presented in the January 28, 2020 agenda, the Board directed staff to negotiate a renewal to the existing Agreement with WastePro. The term of the current waste collection Franchise Agreement with WastePro is seven years, expiring September 30, 2020. The Agreement provides for one three-year extension at the County's sole discretion.

Title: Consideration to Renew the Exclusive Franchise for Solid Waste Collection Services in Unincorporated Leon County

February 11, 2020

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In addition to negotiating a contract renewal with WastePro, staff was directed to include termination provisions should their performance be determined to be unsatisfactory. While the current Agreement provides authority for the County Administrator to terminate the agreement due to the Contractor failing or refusing to perform, there is not a specific provision to terminate for unsatisfactory performance or excessive complaints. In consultation with the County Attorney's Office, a new early termination clause has been added, that at the sole discretion of the County, if performance is not satisfactory and complaints become excessive the contract can be terminated (Attachment #1). To keep the Board fully aware of WastePro's performance, staff will provide a status report twice a year to update the Board on performance and complaints.

The Board also inquired if the vendor could be held responsible for any cost incurred by the County should a termination ensue. On the advice of the County Attorney, the County cannot charge the vendor for staff time or other cost incurred as a result of termination. Therefore, no such terms have been added to the First Amendment to the Franchise Agreement.

As part of the renewal, the residential collection rates will remain at the current \$14.15 a month, which is 28% lower than the lowest bid rate. However, in negotiations WastePro requested consideration to adjust the rates for commercial waste service which are included in Attachment #1. As shown in Attachment #5, the proposed commercial rates are all less than or equal to the bid response. The Agreement includes an exclusive franchise to provide commercial collection of solid waste. The franchise does not include the right to collect recyclable materials from commercial customers; however, the vendor must provide the service upon request of the customer. Currently there are approximately 720 commercial accounts for waste and none for commercial recycling.

As reflected in Board discussion, WastePro trucks have experienced ongoing troubles with the automated side loading vehicles, resulting in hydraulic fluid being leaked on various roadways and throughout neighborhoods. WastePro has committed to resolving the root cause and remedying the existing impacted roads. Representatives have committed to hiring a fleet mechanic dedicated to maintaining and repairing the hydraulic lines and related mechanisms. It is anticipated this proactive approach will result in a dramatic decrease in new leaks. In addition, WastePro has developed a plan of action to remediate existing spills. County staff will monitor the corrective actions to ensure they are completed in a thorough and timely manner.

WastePro concurs with the proposed renewal. Should the Board wish to approve the renewal, the monthly collection rate would remain \$14.15 with adjustments only occurring for annual adjustments in the Consumer Pricing Index and Fuel Adjustment as outlined in the original Agreement.

Option to award the bid to FCC

The Board may wish to minimize the cost increase to subscribers and renew the existing Agreement with WastePro, or to award the bid to FCC. As presented in the January 28 item the readvertised bid process resulted in a responsible and responsive bid that meets the increased requirements. As part of their bid, FCC is proposing to change the type of equipment used from side to rear loaders for garbage routes, as well as increasing staffing and equipment which could

Title: Consideration to Renew the Exclusive Franchise for Solid Waste Collection Services in Unincorporated Leon County

February 11, 2020

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also enhance customer service. However, in doing so, FCC is proposing a 28% increase in the monthly subscription rate from the current \$14.15 a month to \$18.19 a month which is lower than the \$19.33 subscribers were paying seven years ago. Commercial rates would be equal to or higher than those included in the renewed WastePro Agreement.

Conclusion

To avoid a cost increase to residential subscribers, the County has negotiated a proposed renewal to the current contract with WastePro. In summary the renewal focuses on:

- keeping the residential rate at \$14.15;
- at the sole discretion of the County, providing for early termination provisions should performance of WastePro become unacceptable;
- maintaining the existing level of service including type of equipment (side-loaders), staffing levels, routes;
- allowing for increases in commercial rates.

If the renewal is approved, staff will provide twice-a-year updates to the Board on the ongoing performance of WastePro, Inc. throughout the term of the contract.

Options:

1. Pursuant to ITB Section II Subsection I., in the best interest of the County, reject all bids submitted to the Invitation to Bid (ITB) BC-01-17-20-24 for Solid Waste Collection Services in Leon County.
2. To continue service with WastePro, Inc.:
 - a. Approve the First Amendment to the current Solid Waste Collection Franchise Agreement and authorize the County Administrator to execute the amendment in a form approved by the County Attorney (Attachment #1).
 - b. Approve the renewal of the Solid Waste Collection Franchise Agreement with WastePro Inc, as modified, for a period of three years effective October 1, 2020.
3. Approve the bid award to FCC for the exclusive franchise to provide solid waste collection services in unincorporated Leon County and authorize the County Administrator to negotiate and execute the Agreement, in a form approved by the County Attorney.
4. Board direction.

Recommendations:

Options #1 and #2a. & b.

Title: Consideration to Renew the Exclusive Franchise for Solid Waste Collection Services in
Unincorporated Leon County

February 11, 2020

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Attachments:

1. Proposed First Amendment to the Solid Waste Collection Franchise Agreement
2. Readvertised Invitation to Bid for solid waste collection services
3. Bid tabulation sheet and FCC bid response
4. January 28, 2020 agenda item
5. Commercial Rate comparison

AMENDMENT #1 TO FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

THIS AMENDMENT #1 TO FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE, is entered into on the date last signed by the parties hereto, and is by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida (hereinafter referred to as the "County") and WastePro of Florida, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated May 13, 2013, which is hereby amended as follows:

2. A new paragraph is added and incorporated as Section 9.5.1.6.1. If the County in its sole determination finds the Contractor's services being provided are not satisfactory or that complaints are excessive and not being resolved in a timely manner, then the Administrator may recommend to the Board an early termination of this Agreement without penalty to the County. Upon approval of the Board, the County will provide written notice within seven (7) business days, to the Contractor, the date the termination will occur.

3. Effective upon the execution of this Agreement, the commercial rates shall be in accord with Exhibit "A" attached hereto and made a part hereof.

4. All other provisions of the May 13, 2013, Agreement remain in full force and effect.

5. This Agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

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[SIGNATURE PAGE FOLLOWS THIS PAGE]

CONTRACTOR

WITNESS: _____ BY: _____
Name [and Title, if appropriate]

WITNESS: _____ DATE: _____

STATE OF FLORIDA:
COUNTY OF LEON:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
this _____ day of _____, 20 ____, by _____, of
(Name of officer or agent, title of officer or agent)

_____, a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation. He/she is personally known to me or has produced _____ as
(type of identification)
identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Notary Commission Number

Notary Commission Expiration Date

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long, County Administrator

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

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

EXHIBIT "A"

Attachment #1

Page 1 of 1

Commercial Service	Effective 10/1/20
Non-Compaction per container per cubic yard	\$9.95
Compaction Pull Charge - 20 cubic yards (per pull)	\$200.00
Compaction Pull Charge - 30 cubic yards (per pull)	\$200.00
Compaction Pull Charge - 40 cubic yards (per pull)	\$200.00
Waste - One Cart (per month charge)	\$24.00
Waste - Two Carts (per month charge)	\$27.00
Waste - Three Carts (per month charge)	\$30.00
Waste - Additional 95-gallon cart (per month charge)	\$3.00
Recycling - Paper - 65-gallon cart (per month Charge)	\$24.00
Recycling - Paper - 2 cubic yard dumpster (per month charge)	\$69.36
Recycling - Paper - 4 cubic yard dumpster (per month charge)	\$92.48
Recycling - Paper- 6 cubic yard dumpster (per month charge)	\$115.59
Recycling - Paper- 8 cubic yard dumpster (per month charge)	\$138.71
Recycling - Comingled Containers - 65-gallon cart (per month charge)	\$24.00
Recycling - Comingled Containers - 2 cubic yard dumpster (per month charge)	\$69.70
Recycling - Comingled Containers - 4 cubic yard dumpster (per month charge)	\$92.92
Recycling - Comingled Containers - 6 cubic yard dumpster (per month charge)	\$116.15
Recycling - Comingled Containers- 8 cubic yard dumpster (per month charge)	\$139.38
Recycling - Single Stream Recyclables - 65-gallon cart (per month charge)	\$24.00
Recycling - Single Stream Recyclables - 2 cubic yard dumpster (per month charge)	\$70.03
Recycling - Single Stream Recyclables - 4 cubic yard dumpster (per month charge)	\$93.37
Recycling - Single Stream Recyclables - 6 cubic yard dumpster (per month charge)	\$116.70
Recycling - Single Stream Recyclables - 8 cubic yard dumpster (per month charge)	\$140.05



LEON COUNTY

INVITATION TO BID (ITB)

For

Solid Waste Collection Services in Leon County

ITB Number: BC-01-17-20-24

Bid Title: Solid Waste Collection Services
Bid No: BC-01-17-20-24
Bid Deadline: January 17, 2020 at 9:00 AM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTIONS TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

- A. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and submitted in hard copy and electronically (flash drive or CD) in a sealed envelope. Price forms must be submitted in hard copy and electronically (flash drive or CD) in a **separate** sealed envelope. Address your sealed envelopes as follows:

*Bid No. BC-01-17-20-24
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

- B. 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.
- C. Bid must contain an original, manual signature of an authorized representative of the company.
- D. 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.
- E. 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.
- F. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
- G. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Solid Waste Collection Services
Bid No: BC-01-17-20-24
Bid Deadline: January 17, 2020 at 9:00 AM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

II. PROCUREMENT INFORMATION

A. INTRODUCTION

1. Purpose of ITB

Leon County requests bids from qualified Bidders for the award of an exclusive Franchise Agreement for Residential Collection Service and Commercial Collection Service within the entire unincorporated area of Leon County. The Scope of Services is defined in Section III and the draft Franchise Agreement provided in Attachment C.

Terms used in this bid are as defined in Attachment C, Draft Franchise Collection Agreement.

2. Background

The County's current exclusive franchise agreement with Waste Pro includes the exclusive collection of residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription basis, as well as the collection of commercial solid waste. Currently solid waste and recycling routes are predominantly serviced by automated side-loaders by discretion of the contractor. Currently an estimated 27,200 residents subscribe. Currently, approximately 400 customers receive medical Back Door service and 21 non-medical customers elect to pay for Courtesy Back Door service. A few locations are inaccessible to collection vehicles or have conditions such that collection vehicles cannot operate on the street. Although these units are provided Carts, they may require collection with a smaller collection vehicle or at a mutually agreed collection point. Residential carts, both solid waste and recycling, are owned by Leon County and are contractor provided and maintained. Current subscribers will retain existing County-owned carts. Residential waste and recycling carts are equipped with RFID technology, however it is required that all carts will undergo extensive quality control and verification during the Transition Period. Although not an exclusive service, the contractor also is required to offer a commercial recycling collection service. Currently there are an estimated 720 commercial accounts. The current agreement expires September 30, 2020.

Current residential collection service includes the following:

- Weekly collection of solid waste in contractor-provided and maintained 96-gallon carts. Additional waste may be placed curbside in bags.
- Weekly collection of single stream recyclable materials in contractor-provided and maintained 65-gallon carts on the same day as solid waste collection. Additional recyclables may be placed next to the cart.
- Weekly collection of containerized yard debris, or non-containerized yard debris piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. The new contract will be adjusted to clarify there will be a limit of five (5) compliant piles. Yard debris will be collected on the same day as solid waste and recyclable materials. Yard debris containers are customer-provided and maintained.
- Bulky service is on-call pickup of bulky waste including but not limited to household furniture and white goods. Currently there is no established limit to the amount of bulky permitted per account per week; such service can occur anytime over the following seven (7) days of the customer request, requiring the customer to leave bulky items at the curb at the time the service request is made for up to seven days. The new contract will be adjusted to limit bulky to no more than four (4) cubic yards; and add clarity that the Contractor shall provide a 72-hour window of which the pick-up will occur, and such service shall occur not later than seven days of the customer request.

Bid Title: Solid Waste Collection Services
Bid No: BC-01-17-20-24
Bid Deadline: January 17, 2020 at 9:00 AM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

The current contractor also provides collection services to a limited number of County Facilities at no cost to the County.

The contractor bills and collects payments from residential and commercial customers. Residential customers are billed quarterly for collection only; the County has a non-ad valorem assessment for disposal. The current contractor rate for residential subscription as of October 1, 2019 is \$14.15 per month. Commercial customers may be billed, for both collection and disposal, as frequently as monthly. The contractor remits a franchise fee to the County of five percent (5%) of gross revenues. Current service rates can be found in Attachment B.

The contractor delivers all materials to County-designated facilities

Provided below is the best information available regarding quantities of materials collected under the current contract during the last three calendar years.

Year	Material (tons)			
	Solid Waste	Yard Debris	Recyclables	Class III
Residential				
2016	24,371	6,103	5,650	905
2017	24,539	6,489	6,041	1,106
2018	25,773	5,018	7,469	1,040
2019*	22,775	5,062	5,910	1,077
Commercial				
2016	15,768	NA	NA	NA
2017	15,165	NA	NA	NA
2018	16,558	NA	NA	NA
2019*	19,693	NA	NA	NA

*The year 2019 runs January 1, 2019 thru November 30, 2019

B. SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation (**Schedule of Events**). Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division’s website to stay informed of the Schedule of Events, addenda issued and public meetings scheduled.** The website is: <http://www.leoncountyfl.gov/procurementconnect>.

Date and Time (all eastern time)	Event
December 13, 2019	Release of the ITB
December 20, 2019 at 9:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. This will be a public meeting that the public is invited to attend either physically in person, or by dialing into an audio conference, at their option.

Bid Title: Solid Waste Collection Services
Bid No: BC-01-17-20-24
Bid Deadline: January 17, 2020 at 9:00 AM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
	Instructions for conferencing in are provided below.
Not later than: December 27, 2019 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the ITB must be received by Leon County.
Not later than: January 17, 2020 at 9:00 a.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions (Technical Response and Price Sheets) must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. NOTE: The Technical Response will be opened at this meeting. The Price Sheets will remain sealed, until publicly opened at the date specified below after the review of the Minimum Qualifications has been completed.
Not later than: January 17, 2020 at 9:30 a.m.	REVIEW OF MINIMUM QUALIFICATIONS Date and time by which bid submissions will be reviewed and evaluated to determine if the Minimum Qualifications are met.
Not later than: January 17, 2020 at 2:00 p.m.	OPENING DATE FOR PRICE PROPOSALS: Date and time by which Price Proposals for responsive bidders will be opened. The opening will be held at the Leon County Purchasing Division, 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

C. PRE-BID CONFERENCE

A **MANDATORY** Pre-Bid Conference is scheduled for Friday, December 20, 2019, at 9:00 AM, Eastern Standard Time. The Pre-Bid Conference will be held in the Purchasing Bid Room, 1800-3 N. Blair Stone Road, Tallahassee, Florida. The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person, or by dialing into an audio conference, at their option. If you desire to utilize the audio conference option, see below for the call-in number and password.

Number to Dial: 888-270-9936
Code: 4952649

D. BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; Fax (850) 606-1601; E-mail: kelleys@leoncountyfl.gov or forslundG@leoncountyfl.gov. Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, they shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the Bidder 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.

Bid Title: Solid Waste Collection Services
Bid No: BC-01-17-20-24
Bid Deadline: January 17, 2020 at 9:00 AM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

E. ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any 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.

F. 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, lawyer, relative, 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 Section 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

G. REGISTRATION

Bidders obtaining solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (www.leoncountyfl.gov/procurementconnect) or may cause your submittal to be rejected as non-responsive.

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H. 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.

I. 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.

J. RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the tabulation sheet will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor 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 disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

K. REVIEW OF MINIMUM QUALIFICATIONS

Bidder submissions that were timely submitted and meet the initial responsible and responsiveness requirements will be further reviewed by an Evaluation Committee to determine if they meet the Minimum Qualifications identified in this solicitation. The County Administrator will appoint an Evaluation Committee to conduct the review. This review will be conducted at a public meeting at a date and time identified in the Schedule of Events.

Bidder submissions that are determined to have met the Minimum Qualifications will have their price proposals opened at the date and time listed above. Bidder submissions that are determined not to have met the Minimum Qualifications will be deemed non-responsive and not be eligible to have their price proposals opened.

L. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

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M. AWARD OF BIDS/PROTESTS

The bid/proposal will be awarded as soon as possible to the responsive, responsible bidder that offers the lowest cost for the residential service area as approved by the Board of County Commissioners. County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

All bids will first be reviewed for completeness and to confirm the Bidder has adequately documented that it meets the minimum qualifications specified in Section IV. A Bidder that does not meet the minimum qualifications shall be considered non-responsive and the Bidder's submittal may be eliminated from consideration.

The final Agreement is subject to the approval of the Board of County Commissioners.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing 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 bid protest 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.

N. PLANHOLDERS

Planholders are vendors or persons who have either downloaded or requested a copy of the solicitation materials. As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: 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 and fax numbers is designed to assist bidders in preparation of their responses.

O. BID GUARANTEE

Bids shall be accompanied by a \$50,000 bid guarantee which shall be in the form of a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, and no 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 the subject contract and may be forfeited due to non-performance.

The check, bond, or bank draft shall be submitted with the understanding that it shall guarantee that the Bidder

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will not withdraw its 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 event, the contractor shall be liable to the County for the full amount of the default.

P. OCCUPATIONAL LICENSES AND REGISTRATIONS

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.

Q. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

R. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

1. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
 - a. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
 - b. 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:
 - i. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - ii. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
 - iii. Provide increased levels of information and assistance available to MBE's and WBEs.
 - iv. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
 - c. **Each Bidder is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Darryl Jones, Deputy Director for the**

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Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email DJones@oeforbusiness.org, LaTanya Raffington, MWSBE Coordinator by email at lraffington@oeforbusiness.org, or Shanea Wilks, MWSBE Coordinator by email at swilks@oeforbusiness.org

2. Each bidder 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.

S. 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 strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

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' bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 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.
 - d. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.
 - e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

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2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- 1) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- 2) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- 4) The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

b. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance (County is to be named as an Additional Insured).

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

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

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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.

T. 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 fifteen 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.

U. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This provision in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

V. PENALTIES

BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. 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.
4. 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.
5. Other reasons deemed appropriate by the Board of County Commissioners.

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W. 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 bid in response to this solicitation, the bidder certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

X. 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 bidders 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.

Y. ETHICAL BUSINESS PRACTICES

1. 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.
2. 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.
3. 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.

III. **SCOPE OF SERVICES**

Leon County requests bids from qualified Bidders for the award of a Franchise Agreement (Agreement) for Residential Collection Service and Commercial Collection Service within the entire unincorporated area of Leon County (Franchise Area). Residential Collection Service includes the collection of Solid Waste, Recyclables, Yard

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Debris, and Bulky Waste. Commercial Collection Service includes the collection of Solid Waste. Collection of commercial Recyclables is non-exclusive; however, the Contractor is required to provide Recyclables collection to Commercial Customers upon request. Commercial Collection Service does not include open-top Roll-off Collection Service as defined in Attachment C.

Definitions and expanded details on services to be provided can be found in Attachment C, Draft Franchise Agreement. The successful Bidder will be required to meet all terms and conditions of the Draft Franchise Agreement.

A. Minimum Qualifications

Bidders should have the financial capability to provide the equipment and sufficient resources needed to satisfactorily conduct the services required in this bid. At a minimum, the bidder shall meet or exceed the following requirements:

1. Bidder shall have at least five (5) years of experience providing solid waste collection services.
2. Bidder shall have provided residential collection service, including solid waste, recyclables, yard debris, and bulky, to at least three (3) government jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina) with at least 25,000 residential units per contract. Services to be provided in the past five (5) years.
3. Bidder shall have provided commercial collection service to at least two (2) government jurisdictions within the past five (5) years.
4. Bidder shall have an experienced senior management team. Each member of the senior management team shall have at least five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.
5. Bidder shall have the financial capability to provide the equipment and resources necessary to conduct the solid waste collection services required in this bid.
6. Bidder shall document that they are prepared to provide sufficient resources to service the solid waste collection services required for the Term of the Agreement (seven (7) years, beginning October 1, 2020 and ending on September 30, 2027),

B. Agreement Term

The selected Bidder (Contractor) shall begin collection services on October 1, 2020. The term of the Agreement shall be for a period of seven (7) years, thus expiring at the end of the day on September 30, 2027. This Agreement may be renewed for a period of three (3) years at the same prices, terms and conditions. The option to renew will be mutually agreed upon by both the County and the Contractor. If either party determines that this contract will not be renewed, then it will provide a 365 day notice of such determination.

C. Residential Collection Service

The County is seeking a change in its Residential Collection Service program. Residential Collection Services shall include the following and shall be provided on the same day of the week:

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- Residential Solid Waste – once per week collection in 96-gallon Solid Waste Carts with RFID technology. Current customers have County-owned carts which will remain in circulation, Contractor will maintain carts.
- Residential Recyclables – once per week Single Stream collection in 65-gallon Recycling Carts with RFID technology. Current customers have County-owned carts which will remain in circulation, Contractor will maintain carts.
- Residential Yard Debris – once per week collection of containerized or non-containerized Yard Debris piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. There will be a limit of five (5) compliant piles, per account, per week. Yard debris will be collected on the same day as solid waste and recyclable materials.
- Containers for Yard Debris are customer-provided and maintained. Contractor shall remove the Yard Debris from any plastic bag used as a container before placing the Yard Debris in the collection vehicle.
- Residential Bulky Waste – customer initiated on-call service, bulky items picked up within seven (7) days of request by a customer. Upon such customer request, the Contractor shall provide a 72-hour window of which the pick-up will occur. A limit of bulky to no more than four (4) cubic yards (approximately equivalent to the bed of a pick-up truck) per account per week will apply.

Residential carts, both solid waste and recycling, are owned by Leon County and are contractor provided and maintained. Current subscribers will retain existing County-owned carts. Responsibility to provide and maintain residential Solid Waste Carts and Recycling Carts shall rest with the Contractor until such time as the Agreement expires or terminates, at which time ownership of all initial and replacement residential Solid Waste Carts and Recycling Carts shall rest with the County.

Back Door collection of Solid Waste and Recyclables will be provided, at no additional cost to the Residential Customer or the County, where all residents of a dwelling unit are disabled as certified by a medical doctor. Upon request, Residential Customers that are not disabled may also receive Courtesy Back Door service, for an additional fee.

As directed by the County, the Contractor will provide, at no additional fee, collection service for up to ten (10) instances per year, for materials related to illegal dumping. No single instance shall be more than one (1) ton. As directed by the County, the Contractor will provide, at no additional fee, collection service for up to two (2) events per year, for materials related to community clean ups. No single instance shall be more than 2 (two) 20-yard containers. All Solid Waste, and Recyclables collected from illegal dumping or community events must be delivered to the Designated Facilities. The County shall waive any associated tip fees with solid waste and pay tip fees associated with recyclables.

The Contractor will also be required to provide solid waste and/or recycling collection service to certain County facilities at no cost to the County. These facilities are listed in Exhibit 7 of the Draft Agreement in Attachment C.

D. Commercial Collection Service

Commercial Collection Service includes collection of Solid Waste. The size of the commercial container and the collection frequency shall be determined by the Commercial Customer; however, the size of the container and the collection frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities.

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Collection of commercial Recyclables is not intended to be exclusive to the Contractor; however, the Contractor will be required to provide collection of commercial Recyclables upon request, at not-to-exceed rates, that will be established in the Agreement.

E. Billing

Bidders will be responsible for billing all Residential Customers for collection service and Commercial Customers for collection and disposal. The County has a non-ad valorem assessment to fund disposal of residential waste.

F. Designated Facilities

The Successful Bidder will be responsible for the delivery of all Solid Waste and residential Yard Debris, Recyclables, and Bulky Waste collected pursuant to this solicitation to County-Designated Facilities. The current County-Designated Facilities are listed below; however, the County reserves the right to designate and include other facilities as it sees fit. Should the County designate a new facility that impacts the hauling cost or tipping fee, Leon County will be responsible for cost incurred for residential waste taken to the alternate site. The Successful Bidder will not be required to pay for processing or disposal of Residential Solid Waste, Yard Debris, Recyclables, or Bulky Waste.

1. Class I Waste: Gum Road Transfer Station, 4900 Gum Road, Tallahassee, FL.
2. Class III Waste: Marpan Recycling, 6020 Woodville Highway, Tallahassee, FL.
3. Yard Debris: Apalachee SWMF Facility, 7550 Apalachee Parkway, Tallahassee, FL.
4. Residential Recyclables: Marpan Recycling, 363 Marpan Lane. The Successful Bidder will not be responsible for processing and marketing Residential Recyclables and, therefore, will not receive a share of the recycling revenue.

G. Collection Vehicles and Fueling

The Bidder shall have collection equipment of sufficient capacity and size to permit the Bidder to adequately and efficiently perform its contractual duties. No collection vehicle (frontline or reserve) shall exceed three (3) years in age at the Commencement Date or ten (10) years in age at any point during the term of the Agreement. Equipment shall be obtained from nationally known and recognized manufacturers of solid waste collection and disposal equipment. All replacement vehicles shall be new equipment unless otherwise agreed to by the Administrator. At the Commencement Date, fifty percent (50%) of the Bidder's frontline collection vehicles shall utilize compressed natural gas (CNG). By September 30, 2023, one hundred percent (100%) of the Bidder's frontline collection vehicles shall utilize CNG.

H. Public Education

Promotion and education of County citizens about Recycling is critical to the success of the recycling program. At a minimum, the Bidder shall:

1. Contribute a yearly education and outreach fee of thirty-five thousand dollars (\$35,000) to support recycling and waste reduction education and sustainability outreach efforts.

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2. Through the development and distribution of a Service Guide, provide information regarding collection procedures, days, and routes; service rates; regulations; and complaint procedures to all Residential and Commercial Customers at least once per year.

IV. BID SUBMISSION REQUIREMENTS

A. General Provisions

1. Technical Bid Response: Each Bidder shall supply one (1) **ORIGINAL, one (1) printed copy, and an electronic copy (on a flash drive or CD)** of the Technical Bid Response (Proposal) clearly marked BC-11-15-19-01 – Technical Response.
2. Price Sheet: Each Bidder shall supply **one (1) ORIGINAL, one (1) printed copy and an electronic copy (on a flash drive or CD)** of the Price Sheet clearly marked BC-11-15-19-01 – Price Sheet. The Price Sheet must be completed using the Excel spreadsheet provided as part of this solicitation. The Price Sheet must be filled out completely and in accordance with the instructions set forth in Section IV., B. 3. below.
3. Separately Sealed Packages: The Technical Response and the Price Sheet may be submitted within the same box or container as long as they are in SEPARATELY SEALED packages/envelopes and clearly identified as indicated above. Inclusion of any costs or pricing data in the Technical Response may result in rejection of the entire bid submission.
4. Due Date: ALL bid submissions must be received by the Purchasing Division by no later than the Bid Submission Due Date/Opening of Technical Response Date specified in Section II., B. Schedule of Events. Proposals will be retained as property of the County. **The ORIGINAL of your Proposal must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual (Bidder).** All other copies may be photocopies. The contents of the Proposal of the successful Bidder will become part of the contractual obligations.
5. Proposal Binding: The Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As part of Leon County's sustainability program, Leon County is reducing the excess paper, packaging, binders, and waste associated with submittals.
6. Submission Responsibility: The responsibility for submitting the Proposal to the Leon County Purchasing Division, and for the Leon County Purchasing Division receiving such Proposal by no later than the Opening Date, is solely that of the Bidder. Leon County shall in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

B. Bid Specific Provisions

Each Bidder is requested to provide the following information using the same numbering/lettering scheme as the format below.

1. Bid Response Sheet

Bid Title: Solid Waste Collection Services
Bid No: BC-01-17-20-24
Bid Deadline: January 17, 2020 at 9:00 AM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

2. Bidder Qualifications/References/Bidder Information Form

A procurement award shall be made to the lowest responsive and responsible Bidder in a financial position and with the qualifications and experience to perform the collection services specified herein. The Bidder shall demonstrate it has the qualifications outlined in Section III., A. Minimum Qualifications by completing the Bidder Information Form and providing the following information:

- a. Bidder shall have experience providing residential and commercial solid waste collection services: At least three (3) references that can verify that the Bidder has completed or is currently working on substantially similar projects that demonstrate the requirements outlined in Section III. B., Items 1, 2, and 3. Additional references may be submitted in order to demonstrate the Bidder's ability to meet the experience requirements.
- b. Bidder shall have an experienced senior management team: Provide resume/bios for each member of the senior management team demonstrating the experience requirement.
- c. Bidder shall have the financial capability to provide the equipment and resources necessary: Bidder shall demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Bidder should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the County's satisfaction, the County reserves the right to request additional information.
- d. Bidder shall document that they are prepared to provide sufficient resources: Bidder shall provide a list of the estimated number of routes anticipated necessary to provide Residential Collection Service (noted by collection type: Solid Waste, Recyclables, and Yard Debris), the estimated number of homes per route, service vehicles to be used (including type of vehicle, make model, and year), and personnel needed to service the routes.
- e. Bidder shall provide a description of all criminal actions against the Bidder and its senior management team during the last five (5) years. Bidder shall also document all civil actions, losses of service contracts, bid bond or performance bond claims, for jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina), during the last five (5) years. For each such occurrence, Bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, Bidder shall so state.

3. Price Form

All sections of the Price Form must be completed. Price Forms will not be considered complete unless pricing for all items is provided. Incomplete pricing sheets shall deem the bidder non-responsive. Bidders must provide pricing for Residential Collection Service. Bidders must provide pricing for Commercial Collection Service. Prices should include the five percent (5%) franchise fee, with the exception of Commercial Recycling Collection which is not exclusive to the Contractor. Price Forms must be submitted in hard copy in a separate sealed envelope at the same time as the Technical Bid Response.

4. Equal Opportunity/Affirmative Action Statement

5. Insurance Certification Form

Your attention is directed to the insurance requirements in Section II., R. Insurance, above. Bidders

Bid Title: Solid Waste Collection Services
Bid No: BC-01-17-20-24
Bid Deadline: January 17, 2020 at 9:00 AM
Location: Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida 32308

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 response. If a bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. The successful bidder must provide the County with Certificates of Insurance at the time of contract execution and prior to the issuance of a purchase order.

6. Affidavit Certification Immigration Laws
7. Drug-Free Workplace Form

V. CONTRACT PROVISIONS

The Draft Franchise Agreement is attached to this solicitation and labeled "Attachment C." By submission of a response to this solicitation, the Bidder agrees to comply with and execute a contract with the County in substantially the following form.

VI. ATTACHMENTS

List of Attachments, which are attached to and made a part of this ITB:

- Attachment A – Bid Submission Forms
- Attachment B – Current Service Rates
- Attachment C – Draft Franchise Agreement

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BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bryan Desloge
Chairman

This bid is submitted by the below named company/individual by the undersigned authorized representative.

	(Company Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name and Title)
ADDRESS	_____

TELEPHONE	_____

FAX	_____

FEID or SSN	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

- Addendum #1 dated _____ Initials _____
- Addendum #2 dated _____ Initials _____
- Addendum #3 dated _____ Initials _____
- Addendum #4 dated _____ Initials _____
- Addendum #5 dated _____ Initials _____

BIDDER INFORMATION FORM

Bidder shall complete this form to demonstrate it meets the minimum qualifications specified in Section IV. Bidder may attach any supplemental information necessary to make such demonstration. Pages of this form may be copied to provide additional reference information.

1. Reference #1

Company/Bidding Entity: _____

Municipal/County Contact: _____

Municipal/County Address: _____

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date: _____ End Date: _____

Residential Collection Service

Services Provided within Contract <i>(check all that apply)</i>	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

Commercial Collection Service

Number of commercial customers: _____

Compactor container service provided YES NO

Commercial recycling collection provided YES NO

2. Reference #2

Company/Bidding Entity: _____

Municipal/County Contact: _____

Municipal/County Address: _____

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: () _____ Fax: () _____ Email: _____

Term of Contract: Start Date: _____ End Date: _____

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

Commercial Collection Service

Number of commercial customers: _____

Compactor container service provided YES NO

Commercial recycling collection provided YES NO

3. Reference #3

Company/Bidding Entity: _____

Municipal/County Contact: _____

Municipal/County Address: _____

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (_____) _____ Fax: (_____) _____ Email: _____

Term of Contract: Start Date: _____ End Date: _____

Residential Collection Service

Services Provided within Contract <i>(check all that apply)</i>	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

Commercial Collection Service

Number of commercial customers: _____

Compactor container service provided YES NO

Commercial recycling collection provided YES NO

4. Senior Management Team

Bidder shall have an experienced senior management team. Each member of the senior management team shall have at a minimum five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.

	Resume/Bio Provided	Five (5) Years Experience
Chief Executive Officer: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES
Chief Operating Officer: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES
General Manager: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES

5. Performance History

Bidder shall check all that apply during the last five (5) years. For each item checked "yes," Bidder shall attach an explanation that includes the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action.

	Yes	No
Criminal action against the Bidder	<input type="checkbox"/>	<input type="checkbox"/>
Civil action (involving \$10,000 or more)	<input type="checkbox"/>	<input type="checkbox"/>
Loss of service contract	<input type="checkbox"/>	<input type="checkbox"/>
Bid bond claim	<input type="checkbox"/>	<input type="checkbox"/>
Performance bond claim	<input type="checkbox"/>	<input type="checkbox"/>

6. Financial Capability

Bidder has provided appropriate documentation to demonstrate the financial ability to provide the equipment and resources necessary to satisfactorily conduct the services requested.

YES

7. Resources

Bidder shall demonstrate sufficient resources to provide the collection services required by listing the number of anticipated routes, number of homes serviced per route, types of vehicles, number of vehicles to be used for each service line of collection service (ie: solid waste; bulky; etc.) and number of personnel. Residential Customer numbers are estimates only for the purposes of this ITB.

(Assuming 27,200 Residential Customers)

Service	# Routes/ Day	# Days/ Week	# Customers/ Route	# Personnel/ Route	Vehicles (type, make, model, year, and number)
Solid Waste					
Recyclables					
Yard Debris					
Bulky Waste					

PRICE SHEET

The Price Sheet form is available electronically in Microsoft Excel format and may be downloaded at www.leoncountyfl.gov/purchasing/Supplemental-Solicitation-Documents.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

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: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

ATTACHMENT A – BID FORMS

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: _____
Indicate Best Financial Classification: _____

Business Auto:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Professional Liability:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Pollution Liability and/or
Environmental Impairment
Liability:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Umbrella:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability, Pollution Liability and/or Environmental Impairment Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability, Pollution Liability and/or Environmental Impairment Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

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 _____
 Typed or Printed

Signature _____

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

ATTACHMENT A – BID FORMS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

ATTACHMENT B – CURRENT SERVICE RATES, as of October 2019

Residential Rates: \$14.15 monthly / \$42.25 quarterly

Commercial Rates:

Solid Waste Front Load						
Frequency/Week	1	2	3	4	5	6
2 cy yard	\$ 62.96	\$ 125.90	\$ 188.86	\$ 251.80	\$ 310.54	\$ 372.64
4 cy yard	\$ 125.90	\$ 251.80	\$ 377.69	\$ 503.60	\$ 629.49	\$ 755.40
6 cy yard	\$ 188.86	\$ 322.52	\$ 566.54	\$ 755.40	\$ 948.43	\$ 1,133.08
8 cy yard	\$ 251.79	\$ 503.60	\$ 755.40	\$ 1,007.18	\$ 1,258.98	\$ 1,510.77

Additional Frequency: Service Fee	
2 Yard	\$ 58.51
4 Yard	\$ 117.01
6 Yard	\$ 175.53
8 Yard	\$ 234.02
Delivery Fee	\$ 50.00
Relocate Fee	\$ 50.00

Recycle Rates	<u>1x</u>
2yd	\$ 62.98
4yd	\$ 83.97
6yd	\$ 104.96
8yd	\$ 125.96

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

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EXHIBITS

- Exhibit 1 – Bid Document # BC-01-17-20-24
- Exhibit 2 – Vendor Submitted Bid Document
- Exhibit 3 – Residential Rates (Awarded Vendor’s Rates)
- Exhibit 4 – Commercial Rates (Awarded Vendor’s Rates)
- Exhibit 5 – Solid Waste Cart and Recycling Card Specifications
- Exhibit 6 – RFID Specifications
- Exhibit 7 – Collection Service at County Facilities
- Exhibit 8 – Calculation of Annual CPI and Fuel Adjustment to Rates

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

This Agreement is dated this ____ day of _____, 2020, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____ of Florida, hereinafter referred to as the "Contractor."

WHEREAS the County has determined that it would be in the best interests of the citizens of Leon County, Florida, that the County be able to utilize, by means of an exclusive franchise agreement, the establishment of solid waste collection services, where such services cannot reasonably be provided by the County at this time; and

WHEREAS on _____, 2019 the County published an Invitation to Bid (ITB) for the purposes of selecting an exclusive franchisee to provide solid waste collection services; and

WHEREAS the bid submitted by the Contractor was deemed by the County to be in the best interests of the County;

NOW, THEREFORE, in consideration of the premises and covenants hereto contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the County and the Contractor hereto mutually agree as follows:

ARTICLE 1 GENERAL INFORMATION

1.1 Term

- 1.1.1 Initial Term: The term of this Agreement shall be for a period seven (7) years, beginning October 1, 2020 and ending on September 30, 2027.
- 1.1.2 Renewal: This Agreement may be renewed for a period of three (3) years at the same prices, terms and conditions. The option to renew will be mutually agreed upon by both the County and the Contractor. If either party determines that this contract will not be renewed, then it will provide a 365 day notice of such determination

1.2 Definitions

- 1.2.1 **Administrator or County Administrator:** Shall mean the County Administrator of Leon County, Florida, or their designee.
- 1.2.2 **Agreement or Contract:** Shall mean this Franchise Agreement executed by the County and the Contractor for the performance of the Work. The words Contract and Agreement may be used interchangeably.
- 1.2.3 **Authorized Representative:** Shall mean any representative of the County, whether or not a County employee, designated as the County's Authorized Representative for the purposes of this Agreement either in a provision of these specifications or in written communication from the County Administrator to the Contractor.
- 1.2.4 **Back Door:** Shall mean any physical location for the placement of Solid Waste or Recyclables on the Customer's property intended for residential service collection and disposal that is not "curbside/roadside." Back Door locations need not be visible from the street but shall be accessible to the Contractor for collection. Accessible means within 200 feet of the road, not inside an enclosure, not behind a gate and not in a fenced area. Customers are responsible for placing Carts in an accessible location prior to collection.
- 1.2.5 **Biomedical Waste:** Shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded Sharps. The following are also included: Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried. Non- absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

- 1.2.6 **Biological Waste:** Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- 1.2.7 **Bulky Waste:** Shall mean items whose large size or weight, greater than that allowed in a solid waste cart, precludes or complicates their handling by normal collection, processing, or disposal methods. Bulky waste shall not include electronics such as televisions and computers, but may include white goods.
- 1.2.8 **Commencement Date:** Shall mean the date the Contractor begins to provide collection services pursuant to this Agreement.
- 1.2.9 **Commercial Collection Service:** Shall mean the collection and transportation of Solid Waste by the Contractor from commercial property to the County-Designated Facility.
- 1.2.10 **Commercial Customer:** Shall mean any commercial establishment receiving Commercial Collection Service pursuant to this agreement.
- 1.2.11 **Commercial Property:** Shall mean all improved property other than residential property.
- 1.2.12 **Complaint:** Shall mean each written or orally communicated statement, whether to County or Contractor, made by any Person including County staff, customer or resident, alleging non-performance, or deficiencies in Contractor's performance, of its duties under this Agreement; or a violation of this Agreement by Contractor.
- 1.2.13 **Construction and Demolition (C&D) Debris:** Shall mean discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of

ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

- 1.2.14 **Contract Year:** Shall mean October 1, 2020 through September 30, 2021, and each twelve (12) month period thereafter during the term of the Agreement.
- 1.2.15 **Contractor or Vendor:** Shall mean the person, firm, corporation, organization or agency with which the County has executed this Agreement for performance of the Work or supply of equipment or his or her duly authorized representative.
- 1.2.16 **County:** Shall mean the Board of County Commissioners of Leon County, Florida or an Authorized Representative.
- 1.2.17 **County-Designated Facilities:** Shall mean those facilities designated by the County for delivery of Solid Waste, Recyclable Materials, Yard Debris, and Bulky Waste collected by the Contractor pursuant to this Agreement.
- 1.2.18 **Customer:** Shall mean all residences and commercial establishments which receive collection service pursuant to this Agreement.
- 1.2.19 **Curbside/Roadside:** Shall mean the designated physical location for the placement of Solid Waste, Recyclables, Yard Debris, or Bulky Waste accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the Administrator shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.
- 1.2.20 **Disaster Debris:** Shall mean yard debris, white goods, household Hazardous waste, electronics, vessels, vehicles, as specifically defined in the County's separate Debris Removal Contract, which may be amended from time to time.
- 1.2.21 **Effective Date:** Shall mean the date upon which this Agreement has been signed by the County and the Contractor.
- 1.2.22 **Franchise Area:** Shall mean the entire unincorporated area of Leon County.
- 1.2.23 **Garbage:** Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.2.24 **Hazardous Waste:** Shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human or animal health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- 1.2.25 **Household Furniture:** Shall mean all movable, compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.

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- 1.2.26 **Household Trash:** Shall mean accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Yard Debris, which are usual to housekeeping and to the operation of stores, offices and other business places.
- 1.2.27 **Household Waste:** Shall mean any solid waste, including garbage, trash derived from households, including single and multiple residences, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.
- 1.2.28 **Infectious Waste:** Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 1.2.29 **Landfill:** Shall mean any solid waste disposal facility, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by s. 403.707, Florida Statutes. This term shall not include: (a) a land spreading site; (b) a surface impoundment; (c) an injection well defined under and subject to the provisions of Chapter 62-528, F.A.C.; or (d) a construction and demolition debris disposal site regulated by Rule 62-701.730. F.A.C.
- 1.2.30 **Radio Frequency Identification or RFID:** Shall mean a data collection technology that uses radio-frequency electromagnetic fields to transfer data from a tag attached to or embedded in an object for the purposes of automatic identification and tracking.
- 1.2.31 **Recovered Materials:** Shall mean metal, paper, glass, plastic, textile, or rubber that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse, as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.
- 1.2.32 **Recovered Materials Processing Facility:** Shall mean a facility engaged solely in the storage, processing, resale or reuse of Recovered Materials. Such a facility is not a Solid Waste Management Facility if it meets the conditions of Rule 62-701.220(2)(c) F.A.C.
- 1.2.33 **Recyclable Materials or Recyclables:** Shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
- 1.2.34 **Recycling:** Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.2.35 **Recycling Cart:** Shall mean a 65-gallon capacity roll-cart with hinged lid and designed for automated collection.
- 1.2.36 **Refuse:** Shall mean both Household Waste and Garbage or a combination or mixture of Household Waste and Garbage, excluding Recovered Materials, Special Waste and Yard Debris.

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- 1.2.37 **Residential Collection Service:** Shall mean the collection and transportation of Solid Waste, Recyclable Materials, Yard Debris, and Bulky Waste from Residential Customers by the Contractor to County-Designated Facilities.
- 1.2.38 **Residential Customer:** Shall mean a resident receiving Residential Collection Service pursuant to this Agreement. It shall mean only those Residential Properties that subscribe for service.
- 1.2.39 **Residential Property:** Shall mean all improved property which is used as single-family dwelling units and condominium, and multi-family dwelling units consisting of less than ten units within the same building.
- 1.2.40 **Roll-off Collection Services:** Shall mean the collection of Construction and Demolition Debris utilizing an open-top roll-off container, which is placed at a remote site for the collection of Construction and Demolition Debris and then is transported to a Solid Waste Management Facility.
- 1.2.41 **Service Guide:** Shall mean a booklet or brochure that described the Contractor's services, including but not limited to collection procedures, days, and routes; service rates; regulations; and complaint procedures.
- 1.2.42 **Sharps:** Shall mean those Biomedical Wastes which as a result of their physical characteristics are capable of puncturing, lacerating or otherwise breaking the skin when handled.
- 1.2.43 **Single Stream:** Shall mean that Recyclable Materials are collected commingled, paper and containers placed in the same recycling receptacle, with no sorting required by the customer.
- 1.2.44 **Sludge:** Shall mean and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including waste water treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 1.2.45 **Solid Waste:** For purposes of this Agreement shall mean and include Refuse, Garbage, and Household Trash. It does not include Electronics, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste, or Sludge.
- 1.2.46 **Solid Waste Cart:** Shall mean a 96-gallon capacity roll-cart with hinged lid and designed for automated collection.
- 1.2.47 **Solid Waste Management Facility:** Shall mean any solid waste disposal area, volume reduction plant, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste. The term does not include recovered materials processing facilities which meet the requirements of Rule 62-701.220(2)(c)F.A.C., except the portion of such facilities, if any, that is used for the management of solid waste.
- 1.2.48 **Special Service:** Shall mean any collection or disposal service provided which exceeds the Uniform Level of Service provided under commercial or residential service systems and for which a special charge is applied.
- 1.2.49 **Special Wastes:** Shall mean solid wastes that can require special handling and management, including, but not limited to, asbestos, White Goods, waste tires, used oil, lead-acid batteries,

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Construction and Demolition Debris, ash residue, Yard Debris, Biological Wastes, and mercury-containing devices.

- 1.2.50 **Subcontractor:** Shall mean any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under this Agreement.
- 1.2.51 **Transfer Station:** Shall mean a facility for the primary purpose of temporarily storing, processing, screening and transferring of solid waste for transport to a disposal facility.
- 1.2.52 **Uniform Level of Service:** Shall mean collection and disposal of any and all Garbage and trash, whether commercial or residential, which conforms to the preparation and storage requirements of this Agreement.
- 1.2.53 **Waste Container:** Shall mean and include any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container not more than 55 gallon capacity which has handles or bails for lifting.
- 1.2.54 **White Goods:** Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.2.55 **Work:** Shall mean any work, services, materials, parts or equipment furnished under the Agreement.
- 1.2.56 **Yard Debris:** Shall mean vegetative plant matter resulting from landscaping maintenance and land-clearing operations and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, and natural Christmas trees.

ARTICLE 2 GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

2.1 Exclusive and Non-Exclusive Services

- 2.1.1 The Contractor is granted an exclusive franchise to provide Residential Collection Service, as defined herein, within the Franchise Area. There shall be no charge to the Contractor for the processing or disposal of Solid Waste, Yard Debris, Recyclable Materials, or Bulky Waste that is collected from Residential Customers and delivered to County-designated facilities.
- 2.1.2 The Contractor is granted an exclusive franchise to provide Commercial Collection Service, as defined herein, within the Franchise Area. The Contractor shall be responsible for paying for processing or disposal of Solid Waste collected from Commercial Customers.
- 2.1.3 The Contractor is not granted the exclusive right to collect Recyclable Materials from Commercial Customers, but must provide this service upon request of the Customer at a price not to exceed that which is provided in the bid (Exhibit 4). All Recyclable Materials shall be delivered to a permitted recycling facility.
- 2.1.4 The Contractor is not granted the exclusive right to provide Roll-Off Collection Services or to collect any solid waste for which there is no permitted disposal or storage facility in Leon County, commercial Yard Debris, or commercial Special Waste. The Contractor may provide these services at competitive rates that shall not be controlled by this Agreement.

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- 2.1.5 The Contractor shall not collect Special Wastes (except White Goods and other items included in residential Bulky Waste and Yard Debris), Infectious waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge as part of the services provided pursuant to this Agreement, but may offer such service in the Franchise Area. All such collection and disposal for those types of waste set forth in this provision, when done by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.
- 2.1.6 The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, building, trucks and any other tools, equipment, accessories and items necessary to maintain the standard of collections set forth herein.

2.2 Hours of Collection

- 2.2.1 Residential Collection Service shall begin no earlier than 6:00 a.m. and shall cease no later than 7:00 p.m. Routine residential route service shall occur Monday through Friday. A route shall be deemed incomplete if twenty (20) or more customers on the route did not receive regularly-scheduled collection services. Commercial Collection Service may occur at any time of day/night, provided the Contractor's activities do not cause disturbances to residents.
- 2.2.2 In the event of an emergency, collection may be permitted at times not allowed by this provision, provided the Contractor has received prior approval from the Administrator, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated in Section 2.6, except in a time of emergency, or to maintain a regular schedule due to those holidays.

2.3 Schedules and Routes

- 2.3.1 The Contractor shall provide the Administrator with routes and schedules for all Residential Collection Service. Routes shall be available in a format offering a per address basis, and such information shall be kept current. The Contractor shall provide Customers notification of the schedules two weeks prior to the commencement of service.
- 2.3.2 The County reserves the right to deny the Contractor's vehicles access to streets, alleys and public ways inside the County.
- 2.3.3 No permanent change in routes or schedules that will alter the day of service may be made without the written consent of the Administrator. If any changes in the collection routes occur, the Administrator shall be immediately notified in writing. Customers which are impacted by a change in route shall be individually notified at minimum of seven (7) days prior to the effective date of such route or schedule change.
- 2.3.4 If any temporary delays in the route are greater than one service day, the Contractor shall provide notice to the Administrator within two hours of known delay; and Customers impacted by route delay shall be notified by close of business of their regularly scheduled day.
- 2.3.5 The Contractor shall acknowledge that at various times during the year, the quantity of Solid Waste, recyclables, bulk waste, and yard debris to be disposed of is materially increased by an influx of visitors, minor weather disturbances, or seasonal events. This additional load is not justification for the Contractor to fail to maintain the required collection schedules and routes.

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2.4 Office

The Contractor shall establish and maintain an office within Leon County where complaints can be received by phone, electronic mail, or in person. The office shall be equipped with sufficient telephones and staff, and shall have a responsible person in charge during business hours. The ability to serve Spanish speaking customers either by Contractor staff or language services line shall be made available when needed and upon request. The office shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday. The address, phone number and hours shall be published within the Service Guide at minimum. A phone number secured by the County (850-606-1899) will be ported to the Contractor's office located within Leon County. This phone number is to serve as the published phone number for the Contractor to provide continuity for Leon County customers.

2.5 Disasters

- 2.5.1 In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Administrator may grant, in writing, the Contractor reasonable variance from regular schedules and routes. The Contractor shall advise the Administrator of the estimated time required before regular schedules and routes can be resumed. As soon as practicable after such event, as deemed by the Administrator, the Contractor shall reestablish regular schedules and routes for collection service.
- 2.5.2 The County has a separate contract for disaster debris management service. Should the debris management service be activated, the Contractor's corresponding line of service such as yard debris or bulky may be suspended by written notice of the Administrator. The Administrator will provide a minimum of 36 hours written notice for the Contractor to reestablish regular schedules and routes for collection service.
- 2.5.3 For debris outside of the terms of routine service, the County may request the Contractor to collect disaster debris within an area specified by the County. In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Contractor may mutually agree to conduct additional service associated with the event. Should it be necessary for the Contractor to utilize additional equipment, employ additional personnel, or work employees overtime hours, including Saturday and Sunday to clean up resulting debris, the Contractor may negotiate a rate as mutually agreed by the County.
- 2.5.4 Subsequent to mutual agreement as documented in written authorization by the Administrator, the Contractor shall collect disaster debris in an agreed upon area for a specified rate and period of time and shall deliver such disaster debris to a location designated by the County.
- 2.5.5 The County may require the Contractor, at no additional service rate, to continue operations of residential solid waste, recyclables, yard debris, and bulky services for those items which abide by specifications as referenced in Sections 3.1, 3.2, 3.3, and 3.4 so long as the volume of such material does not require the Contractor to utilize additional equipment, employ additional personnel, or work employees overtime hours.
- 2.5.6 As deemed necessary a communication plan will be developed by the Administrator and jointly communicated to customers by both the County and the Contractor.
- 2.5.7 At the discretion of the Administrator, terms for Liquidated Damages may be suspended or altered on a temporary basis during disaster recovery. Terms of such adjustments must be provided in writing by the Administrator.

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2.5.8 Nothing herein shall require the County to utilize the services of the Contractor to collect disaster debris, or to prevent the County from contracting with other parties to perform all or a portion of such work.

2.6 Holidays

2.6.1 Residential Collection Service shall not be provided on the following holidays unless written notice is provided by the Administrator: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other County holiday as designated in writing by the Administrator.

2.6.2 For the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for the days following the holiday during that week.

2.7 County-Designated Facilities

2.7.1 The County shall, at all times, hold title and ownership to all Solid Waste and residential Recyclables, Yard Debris, and Bulky Waste collected by the Contractor pursuant to this Agreement. The Contractor shall deliver all Solid Waste, Bulky Waste, Yard Debris, and Recyclable Materials collected pursuant to this Agreement to County-Designated Facilities. The County-Designated Facilities are as specified below, but may be changed by the Administrator during the term of the Agreement.

- Solid Waste: Gum Road Transfer Station, 4900 Gum Road, Tallahassee, Florida 32304
- Bulky Waste: Marpan Recycling, 6020 Woodville Highway, Tallahassee, Florida, 32305
- Yard Debris: Apalachee Solid Waste Management Facility, 7550 Apalachee Parkway, Tallahassee, Florida, 32311
- Recyclables: 363 Marpan Lane, Tallahassee Florida, 32305

2.7.2 In the event a County-Designated Facility is closed on a work day or rendered inoperable, the Contractor may transport and deliver Solid Waste, Yard Debris, Recyclable Materials, or Bulky Waste to any legally permitted Solid Waste Management Facility or Recovered Materials Management Facility to receive such materials, with the prior written approval of the Administrator. Such facility may be in the region but across state lines.

2.8 Mixing of Loads or Materials

2.8.1 The Contractor shall collect Solid Waste, Yard Debris, Recyclables, and Bulky Waste generated in the County separate from any materials generated in another jurisdiction. No material generated in another jurisdiction shall be delivered to the Transfer Station or the Solid Waste Management Facility without prior written request and authorization.

2.8.2 The Contractor shall not combine loads of Solid Waste, Yard Debris, Recyclables, and Bulky Waste generated by Residential Customers with materials generated by Commercial Customers unless approved in writing by the Administrator. If Solid Waste from commercial establishments is co-mingled with residential Solid Waste during the collection process, all the waste shall be considered commercial Solid Waste.

2.8.3 For commercial accounts which utilize residential waste carts, this commercial waste is permitted to be co-mingled with residential Solid Waste during the collection process. The Contractor shall submit payment to the County annually, within 60 days of the close of the fiscal year to compensate for the disposal cost of these specialized commercial accounts. The payment shall be calculated

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annually for the preceding twelve months (October 1st thru September 30th) and reflective of the per-ton disposal cost during that period. For purposes of calculation it is assumed one ton of Solid Waste per cart, per year.

$$\begin{array}{r} \text{Average number of carts} \\ \text{during 12-month period} \end{array} \times \begin{array}{r} \text{Disposal} \\ \text{Rate} \end{array} = \begin{array}{r} \text{Annual payment to} \\ \text{County} \end{array}$$

- 2.8.4 For commercial accounts which utilize up to five (5) residential recycling carts free of charge, the Recyclable Materials are permitted to be co-mingled with residential recyclables during the collection process. As such, Recyclable Material derived from residential carts shall be treated as residential material.
- 2.8.5 The Contractor shall collect Solid Waste, Yard Debris, Recyclables, and Bulky Waste separate from each other, and shall not combine loads of different material types nor from different jurisdictions.

2.9 Transition Prior to Commencement of Service

The Contractor will be required to participate in frequent and on-going transition meetings conducted by the Administrator or designee to plan and manage the transition process so that no service interruption occurs. However, it shall be the Contractor’s responsibility to ensure a smooth transition and to minimize any inconvenience to Residential and Commercial Customers. To assist in accomplishing this smooth transition, no later than thirty (30) calendar days following the Effective Date, the Contractor shall submit to the Administrator a transition plan that provides a detailed description of how the Contractor will plan and prepare for providing Residential Collection Services and Commercial Collection Services leading up to the Commencement Date. The Transition Plan must meet the approval of the Administrator. At a minimum, the Contractor must address the following specific performance requirements in the transition plan and accomplish them according to the stated deadlines.

- 2.9.1 Coordination meeting with the outgoing contractor and county staff.
- 2.9.2 Schedule of transition meetings with county staff leading up to the Commencement Date.
- 2.9.3 Schedule for opening an office in Leon County.
- 2.9.4 Schedule and procedure for ensuring all existing Residential Customers have properly functional Solid Waste and Recycling Carts and such carts are accurately paired with related RFID data.
- 2.9.5 Schedule for removal and replacement of all containers for Commercial Customers owned by the outgoing contractor.
- 2.9.6 Schedule for obtaining all necessary labor, vehicles, equipment, and containers and ensuring all vehicles are street legal (registered, licensed, tagged, permitted to operate and to cross state lines) prior to the Commencement Date.
- 2.9.7 Schedule for providing a vehicle and equipment list, route summary, operational fueling plan, and branding schematic to the Administrator.
- 2.9.8 Schedule and procedures for validation of all existing customers, contact information including, first/last name, billing address, primary phone number and email.
- 2.9.9 Schedule to develop the RFID database; test the complete system, including collection vehicle RFID readers, data, and reporting; conduct training of County staff; and demonstrate, to the satisfaction of the County, that the RFID System is fully and reliably functioning within three months of the Commencement Date.
- 2.9.10 Schedule to provide proposed Special Service rate, and negotiated approval by the Administrator.
- 2.9.11 Schedule for delivering Administrator-approved public education flyer, Service guide, non-collection notice, and other materials to Residential Customers prior to the Commencement Date.
- 2.9.12 Schedule for delivering the education and outreach fee to the Administrator.

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- 2.9.13 Schedule for training labor and conducting dry-runs of collection routes.
- 2.9.14 Schedule and procedure for customer notification of scheduled service days.
- 2.9.15 Schedule and procedure for delivering the Service Guide to all customers.
- 2.9.16 Schedule for providing information outlined in Section 7.2.1 to the Administrator.
- 2.9.17 Schedule for providing billing procedures and sample bill to the Administrator.

2.10 Transition at End of Agreement

- 2.10.1 Prior to the expiration of the Agreement, the Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new agreement is awarded to a person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public.
- 2.10.2 If deemed necessary by the County to ensure a smooth service transition, the County, through its Administrator or designee, reserves the right to unilaterally extend the term of this Agreement for up to three (3) additional one (1) month periods or any portion thereof, upon the same terms and conditions. Notice of the County's intent to extend the Agreement shall be provided by the County in writing to the Contractor prior to expiration of the initial term or renewal term.

ARTICLE 3 RESIDENTIAL COLLECTION SERVICE

3.1 Residential Solid Waste

- 3.1.1 The Contractor shall supply and distribute a 96-gallon Solid Waste Cart to each Residential Customer within the Franchise Area. A residential customer can have no more than three (3) carts maximum.
- 3.1.2 Upon request, the Contractor shall provide and deliver a 65-gallon Solid Waste Cart in lieu of a 96-gallon cart at no charge to the customer. The Contractor shall provide one Solid Waste Cart exchange per Residential Customer per Contract Year, and may charge thirty dollars (\$30.00) for any additional Solid Waste Cart exchanges during that Contract Year.
- 3.1.3 If a Residential Customer requests a second Solid Waste Cart, the Contractor shall deliver the additional Solid Waste Cart within five (5) business days of the Customer's request. The Contractor may charge the Residential Customer a fee of sixty dollars (\$60.00) for the delivery of a second Solid Waste Cart, or thirty dollars (\$30.00) should the customer chose to pick up the cart. The Contractor shall not charge an additional fee for servicing the additional Cart.
- 3.1.4 Should a Residential Customer allow their account to lapse, the Contractor may charge a delivery fee not to exceed fifteen dollars (\$15.00) to redeploy a solid waste cart.
- 3.1.5 Once per week, the Contractor shall collect all Solid Waste generated by Residential Customers that has been properly prepared for collection as outlined in the Service Guide. All Solid Waste is to be bagged and placed within the Solid Waste Cart. Overflow Waste which is bagged next to the cart shall be serviced, provided the excess waste does not exceed the volume of a single cart. Should the Contractor document the excess occurs more than once a month, the Contractor may require the customer to acquire a second container following the terms set forth in Section 3.1.3.
- 3.1.6 Carts will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.

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3.2 Residential Recyclables

- 3.2.1 The Contractor shall supply and distribute a 65-gallon Recycling Cart to each Residential Customer within the Franchise Area. A residential customer can have no more than three (3) carts maximum.
- 3.2.2 If a Residential Customer requests a second Recycling Cart, the Contractor shall deliver the additional recycling Cart within five (5) business days of the Customer's request. The Contractor may charge the Residential Customer a fee of thirty dollars (\$30.00) for the delivery of a second recycling Cart, or no charge should the customer chose to pick up the cart. The Contractor shall not charge an additional fee for providing or servicing the additional Cart.
- 3.2.3 Should a Residential Customer allow their account to lapse, the Contractor may charge a delivery fee not to exceed fifteen dollars (\$15.00) to redeploy a recycling cart.
- 3.2.4 Once per week, on the same day as Solid Waste collection, the Contractor shall collect all Recyclable Materials that have been set out in the as outlined in the Service Guide. Overflow recyclables which are containerized next to the cart, or in the case of cardboard is flattened and stacked, shall be serviced. Should the Contractor document the excess occurs routinely, the Contractor may require the customer to acquire a second container following the terms set forth in Section 3.2.2.
- 3.2.5 Carts will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.
- 3.2.6 Recyclables shall include newspapers, magazines, cardboard, paperboard, residential waste paper, glass containers, aluminum and metal cans, and all plastic containers. Recyclables shall be collected Single Stream.
- 3.2.7 Upon thirty (30) days written notice to the Contractor, the County may add or delete the types of items included as Recyclables. The addition of items shall be at no additional cost to the County unless the Contractor can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

3.3 Residential Yard Debris

- 3.3.1 The Contractor shall collect, on the same day as Solid Waste collection, up to five (5) piles of Yard Debris generated by Residential Customers that has been properly prepared and stored for collection. Yard Debris will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.
- 3.3.2 Yard Debris shall be placed in customer-provided Waste Containers or other reusable containers or plastic or paper bags or may be non-containerized or in piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. There will be a limit of five (5) compliant piles, per account, per week.
- 3.3.3 Containerized Yard Debris shall not exceed 50 pounds per Waste Container. Individual pieces shall not exceed six (6) feet in length and six (6) inches in diameter, with no individual piece exceeding 50 pounds. Large branches, trees, or bulky or non-containerized Yard Debris not meeting these specifications may not be picked up by the Contractor. Yard Debris does not include any form of matter or waste generated by tree surgeons or arborist services.

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- 3.3.4 Natural Christmas trees not exceeding 8-feet or 50 pounds shall be serviced as Yard Debris.
- 3.3.5 The Contractor shall exercise care to ensure that contamination of the collected Yard Debris is kept to a minimum.
- 3.3.6 The Contractor shall remove the Yard Debris from any plastic bag used as a container before placing the Yard Debris in the collection vehicle. The Contractor shall retain the plastic bag on the collection vehicle separate from the Yard Debris for later disposal as Solid Waste or return it to the Residential Customer's Solid Waste Cart if Solid Waste has not yet been collected.
- 3.3.7 Yard Debris exceeding dimensions listed herein shall be collected by a Special Service, which may be arranged between the Residential Customer and the Contractor. The Special Service rate structure shall be negotiated between the Contractor and the County prior to Commencement of the Agreement utilizing a methodology based upon cost-incurred by the Contractor. Such rate structure shall not be deemed exorbitant, and shall be consistently applied to Residential Customers.

3.4 Residential Bulky Waste

- 3.4.1 The Contractor shall pick up Bulky Waste, including White Goods within seven (7) days of request by a customer. Upon such customer request, the Contractor shall provide a 72-hour window of which the pick-up will occur. A limit of bulky to no more than four (4) cubic yards (approximately equivalent to the bed of a pick-up truck) per account per week will apply. Bulky Waste need not be containerized and shall be placed Curbside/Roadside. These items shall be picked up at no extra charge.
- 3.4.2 The Contractor shall be responsible for the transport of White Goods to the Designated Facility and will not be responsible for the disposal cost.

3.5 Back Door Collection

- 3.5.1 The Contractor shall provide Back Door collection of Solid Waste and Recyclables, at no additional cost to the Residential Customer or the County, where all adult residents of a dwelling unit are disabled as certified by a medical doctor. The point of collection for Back Door service shall be the customer's backyard, side yard, or other location that is mutually acceptable to the Contractor and the Residential Customer. There is no maximum distance for point of collection for certified medical back door service. Carts shall be returned to the point of collection in accordance with Section 6.1.3. The Contractor shall provide Back Door service on the scheduled collection day when Residential Collection Service would otherwise be provided to the customer.
- 3.5.2 The Contractor may provide Courtesy Back Door collection service to Residential Customers that are not disabled for an additional fee, as specified in Exhibit 3. For collection of carts that are further than 200 feet, a fee may be negotiated between the Customer and the Contractor and shall not exceed 20% of the additional fee listed in Exhibit 3. This fee will be charged directly to the Customer.

3.6 Containers and Carts

- 3.6.1 The Contractor shall replace a customer-owned Waste Container within three (3) business days after being notified by the customer that the customer's container was damaged by the Contractor. The Contractor shall provide a replacement container (as applicable) that is similar in style, material, quality, and capacity to the customer's original container.

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- 3.6.2 Subscribers will retain existing carts associated with each residence prior to October 1, 2020. Thereafter, the Contractor shall be responsible for maintenance and replacement of all Solid Waste Carts and Recycling Carts. The Contractor shall distribute a Solid Waste Cart and Recycling Cart to any new Residential Customers during the term of the Agreement within three (3) business days of request. Until the Carts are delivered, all bagged or containerized Solid Waste and Recyclables placed Curbside by the resident must be collected by the Contractor. Carts provided to new customers may be previously used, provided the Carts are in good repair, clean and serviceable condition. The initial distribution of Carts and distribution to any new Residential Customers shall include information approved by the County. Information provided with carts must include the Residential Customer's set out guidelines, rates, regulations, complaint procedures, the days of collection, and recycling guidelines. Production costs for information provided with Carts shall be borne by the Contractor.
- 3.6.3 Solid Waste Carts shall be approximately 96 gallons in size and shall meet the specifications listed in Exhibit 5. Solid Waste Carts shall be equipped with an RFID tag, imprinted with a logo, and labeled with a matrix barcode. All labels and markings must be approved by the Administrator. No Contractor logo shall be placed on the cart. The Contractor shall substitute a 65-gallon Solid Waste Cart upon request.
- 3.6.4 Recycling Carts shall be approximately 65 gallons in size and shall meet the specifications listed in Exhibit 5. Recycling Carts shall be equipped with an RFID tag, imprinted with a logo, and labeled with a matrix barcode, as well as have an instructional label on the lid. All labels and markings must be approved by the Administrator. No Contractor logo shall be placed on the cart.
- 3.6.5 RFID technology shall meet all specifications as established by Exhibit 6. RFID technology maintenance shall be considered part of cart maintenance, and shall be the responsibility of the Contractor.
- 3.6.6 The Contractor shall maintain and make available to the Administrator an asset database of all Solid Waste and Recycling Carts within three (3) months of Commencement. The database will include serial number, size, RFID tag number, and address location. The Contractor will be responsible for reporting and tracking the movement of all Solid Waste and Recycling Carts including deliveries, removals, repairs, and warranty recovery to the Administrator upon request. The Contractor shall maintain and provide to the Administrator web-based access to all RFID information including information necessary to track asset management, service verification, and set out rates.
- 3.6.7 The Contractor shall maintain an adequate inventory of Solid Waste Carts, Recycling Carts, and parts to provide all replacement, repair, and additional Cart requests specified herein. The required minimum number of carts in inventory shall not be less than 1% of active customer accounts. All replacement Solid Waste Carts and Recycling Carts shall be identical in type, size, and color to those in existence at the commencement of this Agreement unless otherwise approved by the Administrator.
- 3.6.8 The Contractor shall repair or replace any damaged Solid Waste Cart or Recycling Cart, at the Contractor's expense, within five (5) business days of notification by a Residential Customer. Until the Carts are delivered, all bagged or containerized Solid Waste and Recyclables placed Curbside by the resident must be collected by the Contractor. Replacement Carts provided to customers may be previously used, provided the Carts are in good repair, clean and serviceable condition.
- 3.6.9 Upon request by the Administrator, the Contractor shall provide and service Residential Customers

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with bear-resistant Solid Waste and/or Recycling Carts. The Contractor shall not be responsible for the additional cost of a bear resistant cart, only the base cost of a standard cart. Such additional costs of the enhanced cart will be provided either by the County, customer, or through a grant. Bear-proof carts shall comply with same specifications as regular carts (Section 3) unless otherwise approved by the Administrator. There shall be no additional service fee for bear-proof carts.

3.6.10 Ownership of Residential Solid Waste and Recycling Carts shall rest with the Contractor until such time as the Agreement expires or terminates, at which time ownership of all initial and replacement Residential Solid Waste Carts and Recycling Carts shall rest with the County. Title to carts shall transfer automatically to the County, without any further action being required by either party.

3.7 Non-Collection Procedures

3.7.1 If any materials placed Curbside/Roadside for collection contains Hazardous Waste, or other non-acceptable waste, the Contractor shall not be required and shall be prohibited from collecting and disposing of the waste. The Contractor shall place a non-collection notice clearly visible next to the materials, on the cart, or on the container identifying cause, date, time for non-collection and steps to resolve. The driver shall report the address, and cause for non-collection to the Contractor, with such details being added to the customer's account within the same service day.

3.7.2 In the event that the Solid Waste, Recyclables, Yard Debris, or Bulky Waste placed out for collection does not comply with set out procedures or is contaminated pursuant to the Agreement or County Code, the Contractor is not required to collect it. If the Contractor elects to not collect such materials on the day of scheduled service, a non-collection notice shall be placed on the cart, container, or non-conforming materials explaining why collection was not made. The driver shall report the address, and cause for non-collection to the Contractor, with such details being added to the customer's account within the same service day.

3.7.3 In the event of non-collection the Contractor shall notify the County of any occurrences prior to the end of the following Work Day.

3.7.4 The design and content of non-collection notices must be approved by the Administrator.

ARTICLE 4 COMMERCIAL COLLECTION SERVICE

4.1 Commercial Solid Waste

4.1.1 The Contractor shall collect Solid Waste from Commercial Customers within the Franchise Area. The size of the commercial container, whether the container should be bear resistant, and the collection frequency shall be determined by the Commercial Customer. However, the size of the container, need for lock bar, and the collection frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities.

4.1.2 Commercial containers shall be water-tight and shall be kept at a single point of collection easily accessible to the Contractor, but never upon any public streets, alley, road, sidewalk, parkway or part thereof. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.

4.1.3 The Contractor shall give new Commercial Customers a copy of the Contractor's container service guidelines, rates, regulations, complaint procedures, the days of collection, and recycling guidelines.

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Production costs for information provided with new accounts shall be borne by the Contractor.

4.2 Non-Exclusive Commercial Recycling

The Contractor shall offer collection of Single Stream Recyclables to all Commercial Customers within the Franchise Area at rates not to exceed those provided in Exhibit 4. The Contractor shall service up to five (5) 65-gallon recycling roll carts at no cost to the customer should the customer request such carts. The Contractor is required to provide such recycling roll cart service for no greater than 100 carts. Such collection shall be compliant with Section 2.8, and such Recyclables shall be delivered to the County-Designated Facility.

ARTICLE 5 ADDITIONAL SERVICES

5.1 Collection Services to County Facilities

5.1.1 The Contractor shall provide collection of Solid Waste or Recyclable Materials to the County facilities listed in Exhibit 7 at no charge. Collection service shall include providing and maintaining the collection container, servicing the containers on a frequency specified by the County, and delivering all Solid Waste and Recyclable Materials to the County-Designated Facility.

5.1.2 The County may add facilities or delete locations and containers to those listed in Exhibit 7.

5.2 Public Education

5.2.1 Educating the public concerning Solid Waste and Recyclable collections and promoting waste reduction and Recycling are critical to the success of the County's Waste Program. While the County accepts primary responsibility for developing its public education for residential customers, the Contractor shall, when requested by the County, assist in implementing the program. The Contractor shall contribute a yearly education and outreach fee of thirty-five thousand dollars (\$35,000). This fee will support recycling and waste reduction education and sustainability outreach efforts. The payment shall be due by October 1 of each year during the Initial Term and Renewal Term, if any, of the Agreement. The first year's education and outreach fee payment shall be due October 1, 2020.

5.2.2 The Contractor shall provide information in the form of a Service Guide regarding collection procedures, days, and routes; service rates; regulations; and complaint procedures to all Residential and Commercial Customers at least once per year. Prior to the Commencement Date, this information shall be delivered through direct mail. Subsequently, this Service Guide shall be direct mailed to customers on or about the 1st of September of each year. This information shall also be distributed with delivery of all Carts or Containers, including both new and re-established accounts. Such guide shall be made available in both English and Spanish. The cost of Service Guide publication shall be borne solely by the Contractor and produced in accordance with specifications in Section 5.2.5. Publications must be approved by the Administrator prior to distribution.

5.2.3 The Contractor shall distribute educational, event, or promotional materials developed by the County to all Residential and Commercial Customers up to four times annually. Content of such material may not be limited to waste related events. Materials shall be included with regular billing statements, so long as the added material triggers no increased cost in mail postage rate.

5.2.4 The Contractor shall, at no time, develop or distribute any promotional and/or educational materials to customers without prior written authorization from the Administrator.

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- 5.2.5 All publications and promotional material referenced in Section 5.2 shall be reproduced to meet the following standards. These standards are to ensure visual quality on content upon reproduction for distribution. Promotional material will be formatted to letter size (8.5 x 11 inches), two sided, color. Materials must meet Leon County standards for color, resolution, and quality, and are subject to third-party review for compliance with the technical print standards described below. In general, materials must be high quality, displaying accurate, high-resolution reproductions of all photos, graphic elements and text, and printed at the resolution provided. Reproductions with muddy images and tints, offsetting, misaligned color registration, multiple print artifacts, or color imbalances are considered defective and are therefore unacceptable. For color, the print process must yield solid primary and secondary (trap) colorimetry and 3-color-gray colorimetry at 10%, 25%, 50% and 75% within 5-delta-E of targets outlined by ANSI CGATS 21-2 CRPC2, 3, 4, 5, 6, or 7 general printing or publication printing CRPCs. Print resolution must be 150lpi or higher/25 micron FM or equivalent. For quality purposes, color-to-color registration must be within 0.004". Documents containing 2 or more setoff and print artifacts on images are unacceptable.

ARTICLE 6 QUALITY OF SERVICE

6.1 Manner of Collection

- 6.1.1 The Contractor shall conduct work in such a manner as to avoid damage to public or private property. Damage includes discharge of hydraulic fluid or any breakage or damage caused by its operation. The Contractor shall be cognizant of all existing utilities, shall operate with due care in the vicinity of such utilities. The Contractor shall immediately have any damage repaired or corrected at no additional cost to the owner or the County. The County's Authorized Representative shall be notified immediately of any property damage.
- 6.1.2 The Contractor shall make collections with a minimum of noise and disturbance to residents.
- 6.1.3 Solid Waste Carts, Recycling Carts, and Waste Containers shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. All vendor supplied Solid Waste Carts and Recycling Carts shall be placed upright on the ground, with lids closed, in the original location. Carts shall not be left in a location so as to block streets, driveway access, or cause obstruction to sidewalks. Any customer supplied yard debris receptacle found in a rack, cart or enclosure of any kind shall be returned upright, to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles.
- 6.1.4 During transportation and collection activities, all collected materials and liquids shall be contained, tied, or enclosed to prevent leaking, spilling, and release of litter. Contractor is to immediately correct equipment causing leaking, spilling or litter. Contractor is to immediately remediate released litter upon notice.
- 6.1.5 The Contractor shall not cause any leachate or hydraulic spillage to occur upon the premises or the rights-of-way wherein the collection shall occur both on private or public property. In the event of any spillage caused by the Contractor, the Contractor shall notify the County immediately. Remediation of such spillage shall begin within 24 hours and be rectified promptly. Such remediation and shall be conducted to the satisfaction of the County's Authorized Representative up to, and including resealing or resurfacing depending on the severity of the damage.

6.2 Supervisors

- 6.2.1 The Contractor shall assign a qualified person or persons, who is locally based, to be in charge of the operations within the Franchise Area. The Contractor shall give the names of these persons to the

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Contract Administrator. Information regarding each person's experience and qualifications shall also be furnished.

- 6.2.2 Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Administrator and/or Customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is equipped with communication devices and the Contractor will supply, install and maintain communication equipment for up to two (2) personnel of the waste control service of the County. Method of contact (such as phone number, radio frequency) and contact information shall be provided to Leon County.

6.3 Personnel

- 6.3.1 Uniforms: The Contractor's collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, not less than two and one-half (2-1/2) inches in diameter, with numbers and letters at least one (1) inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned. The Contractor shall furnish foul weather gear and safety equipment.
- 6.3.2 Conduct: The Contractor's employees shall serve the public in a courteous, helpful and impartial manner. The Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties have given written permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.
- 6.3.3 Drivers: Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- 6.3.4 Training: The Contractor shall provide operating training and safety training for all personnel. Training shall include policy and protocols outlined in this contract such as proper cart placement and uniform requirements. Such training manual and staff training logs shall be provided semi-annually to the Administrator.
- 6.3.5 Wages and Benefits: Conditions of employment shall be published and conspicuously posted so all employees may be informed.
- 6.3.6 Equal Opportunity: 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.
- 6.3.7 Compliance with Law: The Contractor shall comply with all applicable federal, state and local laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect including the Fair Labor Standards Act.

6.4 Equipment

- 6.4.1 The Contractor shall have collection equipment of sufficient capacity and size to permit the

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Contractor to adequately and efficiently perform its contractual duties. No collection vehicle (frontline or reserve) shall exceed three (3) years in age at the Commencement Date or ten (10) years in age at any point during the Agreement. The age of the vehicle will begin with the manufacture year that is specified on the title. Equipment shall be obtained from nationally known and recognized manufacturers of solid waste collection and disposal equipment. All replacement vehicles shall be new equipment unless otherwise agreed to by the Administrator.

- 6.4.2 The Contractor shall report inoperable frontline equipment to the County within one (1) hour of malfunction. The Contractor shall have available, at all times, reserve equipment which can be put into service and operational within two (2) hours of any breakdown or inoperability. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.
- 6.4.3 All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 6.4.4 For residential collections, the Contractor's collection vehicles, both frontline and reserve, shall be equipped with RFID reading equipment that is compatible with the RFID tags specified for the Solid Waste and Recycling Carts. The RFID reading equipment shall be supplied and maintained by the Contractor. Data acquired with the RFID reading equipment will be thorough and capable of: (a) tracking collection events for customer service purposes, dispute resolution, and program participation; (b) tracking and verifying the location of Solid Waste and Recycling Carts; (c) tracking repairs that are required/have been performed; and (d) providing additional collection information, as requested by the Administrator. Any cause for inoperability of RFID equipment shall be corrected immediately to ensure no gap in information greater than three (3) days. Should the Agreement be renewed, a validation of proper inventory and location will be conducted for every cart and customer account.
- 6.4.5 For residential collections, the Contractor's collection vehicles, both frontline and reserve, shall be equipped with GPS tracking. Such tracking shall be supported by a software capable of documenting vehicle route location for no less than 30 days. Such software shall be made accessible to the County to view real-time GPS in support of tracking collection events for customer service purposes and dispute resolution.
- 6.4.6 Collection vehicles shall be labeled uniformly with the name of the Contractor, business telephone number as supplied by Leon County (850-606-1899) and the number of the vehicle in letters and numbers not less than five (5) inches high on each side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle and a record kept of the vehicle to which each number is assigned. Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The rear of the vehicle shall contain signs warning the public of frequent stops. No advertising shall be permitted on vehicles, except of events sponsored by the County. A sample branding schematic shall be provided to the Administrator for each service line. A list of the Contractor's collection vehicles shall be submitted to the Administrator prior to commencement of service, annually thereafter, and shall be kept current throughout the Agreement.
- 6.4.7 Such equipment shall be used for the collection and transportation of the identified material only

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unless written approval is received from the County Administrator.

- 6.4.8 Vehicles and equipment used to service Leon County, shall only be used on Leon County accounts. A written request shall be submitted to the Administrator in advance to use equipment designated for Leon County in another municipality. Such written request also applies to events as described in Section 2.5; hurricane, tornado, major storm, or other disaster, natural or man-made. Likewise, any non-branded vehicles being used to service Leon County accounts requires prior notice.

6.5 Fuel

- 6.5.1 Within 90 days of the Effective Date, the Contractor shall provide a fueling operational plan to the County Administrator for consideration and approval. Such plan shall at minimum: identify a fueling station site to either provide or obtain CNG; demonstrate the ability to provide sufficient quantities of fuel that are necessary for the Contractor to perform its obligations under the terms of this Agreement; steps to ensure fueling equipment is adequately operated, serviced, repaired and maintained; identify a detailed contingency fueling plan should the fuel source be interrupted.
- 6.5.2 If at any point it appears or becomes imminent that the Contractor will be unable to provide or obtain sufficient fuel to comply with the provisions of this Agreement, the Contractor shall notify the County and activate its contingency plan to ensure an adequate number of vehicles are operable and service under this Agreement is not interrupted.

ARTICLE 7 RECORD KEEPING AND REPORTING

7.1 Record Keeping

The County shall have the right to review all records pertaining to this Agreement maintained by the Contractor upon three (3) days written notice. A certified annual financial statement of the parent company shall be furnished to the County within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Agreement and any extension thereof.

7.2 Reporting

- 7.2.1 The Contractor shall provide the following information to the Administrator prior to commencement of service and shall update this information as needed to ensure the Administrator has current information at all times.
- List all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%).
 - Names, qualifications, and contact information of persons in charge of the Contractor's operations.
 - Routes and schedules for Residential Collection Service.
 - List of collection vehicles, both frontline and reserve to include: truck ID, primary line of service, age, primary route(s) assigned.
- 7.2.2 By the tenth (10th) of each month during the term of this Agreement, the Collector shall submit a report electronically to the Administrator, in a format approved by the Administrator, which may include use of the RFID system reports. The report shall contain the following information:
- Complaints: List of all complaints filed during the previous month and their disposition, including the nature of such complaint, address, actions to resolve, date of resolution.
 - Non-collection notices: List of all non-collection notices issued during the previous month, including address, line of service, and reason for non-collection.

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- Recycling customer participation: Number of customers that set out residential Recyclables or were serviced for each route for each collection during the previous month.
- Cart: List of all carts and corresponding addresses which had a Solid Waste or Recycling cart delivered, repaired, replaced.
- Franchise Fee Documentation: Documentation to verify the franchise fee submitted to the County, in a format approved by the Administrator.
- Residential Customers: List of Residential Customers receiving collection service, including first name, last name, primary phone, address, and account number.
- Commercial Customers: List of Commercial Customers provided Solid Waste collection and/or Recyclables collection by the Contractor, including container type and size and frequency of collection primary contact, phone, address, and account number.
- Residential Recyclables and Bulky Waste Tonnage: Tons of residential Recyclables and Bulky Waste collected during the previous month, including weight tickets from the designated facilities.
- Commercial Recyclables Tonnage: Tons of commercial Recyclables collected during the previous month.

7.2.3 The Contractor shall provide the County with complete visibility of daily Residential collection operations through the use of a web-based RFID tracking software system. The software shall have the ability to generate reports daily, weekly, or monthly based on container activity, such as inventory reports, maintenance reports, set out rates, non-collection events, and any others requested by the County. Reports should be able to be viewed in PDF format or downloadable in Excel format. The system shall also have the following capabilities and/or requirements:

- Visibility of every resident's collection event by truck, route, resident, cart, location, date, and time.
- Visibility of carts serviced by cart serial number, by cart address association, by cart GPS location of service.
- System shall not necessitate the County install or support operating software for the collection and delivery of such collection data.
- The Contractor shall provide onsite training to County staff ensuring ability to operate.

ARTICLE 8 RATES AND BILLING

8.1 Rate Schedule

Rates shall be delineated in the rate schedules provided in Exhibit 3 and Exhibit 4. The rate schedule shall be revised annually in accordance with Sections 8.5 and 8.6 herein.

8.2 Residential Billing Procedures

8.2.1 The Contractor shall be responsible for all billing and payment collections for Residential Collection Service. Residential Customers shall be billed quarterly at rates established in the Exhibit 3. The rate shall be displayed as a flat rate for all lines of service, rather than itemized. The rate schedule for Residential Collection Service shall not include disposal. No additional fees or surcharges may be charged to Residential Customers except for Special Services. The Contractor reserves all rights to collect delinquent accounts associated with Residential Collection Service. This includes, but is not limited to, placing of liens on Residential Property, reporting uncollectable accounts to a credit reporting agency, utilizing collection agencies to collect delinquent accounts and fees associated therewith, and any other means deemed necessary. The Contractor may begin the collection process not earlier than the end of each quarter after services has been performed.

8.2.2 The Contractor shall supply procedures for billing including the timeline for: bill creation, bill mailing,

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past-due notice(s), ceasing service, collecting carts. Residential customers shall be provided a minimum of 60 days between dissemination of bill and receipt of the first past-due notice, whether written or phone.

8.3 Commercial Billing Procedures

The Contractor shall be responsible for all billing and payment collections for Commercial Collection Service, including collection and disposal. Commercial Customers may be billed as often as monthly at rates pursuant to the rate schedule in Exhibit 4. No additional fees or surcharges may be charged to Commercial Customers for Commercial Collection Service.

8.4 Invoice Requirements

The Contractor shall mail all invoices for service in a Number 10 standard business envelope with a self-addressed remittance envelope unless customer elects to receive an electronic statement. The Contractor shall also have the ability to produce and include one (1) 8-1/2" X 11" tri-fold insertion with the invoice or electronic attachment with content provided by the County or the Contractor. Details for such production should meet standards described in Section 5.2.5.

8.5 Adjustments to Residential Rates

8.5.1 The initial Residential Collection Service rates shall be in accordance with the rates established in Exhibit 3. The unit price for Residential Collection Service shall remain the same through the first year of the Agreement. Beginning October 1, 2021 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted as set forth in this section 8.5. Should the Contractor intend to adjust the rate, the revised rate shall be submitted to the Administrator for review 45 days prior to the effective date of the new rate.

8.5.2 Ninety percent (90%) of the rate shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index between the month of February in the previous year and the month of February in the current year.

8.5.3 Ten percent (10%) of the rate shall be adjusted based on the percentage change in the Diesel and/or CNG fuel price between the average monthly fuel price from February through January in the year prior, and the average monthly fuel price from February through January of the most current twelve (12) months. This adjustment shall reflect the current make-up of the Contractor's frontline vehicle fleet. For example, if at the time of adjustment, fifty percent (50%) of the Contractor's fleet utilizes diesel, and fifty percent (50%) of the Contractor's fleet utilizes CNG, five percent (5.0%) of the rate shall be adjusted based on the change in the Diesel Fuel Index, and five percent (5.0%) of the rate shall be adjusted based on the change in the CNG-Fuel Price. as reflected in Section 8.5.6. The Contractor shall provide documentation of fleet composition before the annual rate adjustment.

8.5.4 The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate. The rate adjustment shall be calculated as specified in Exhibit 8.

8.5.5 The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

8.5.6 The Diesel Fuel Index will be the Ultra-Low-Sulfur No. 2 Diesel Fuel Prices: U.S. Gulf Coast (0-15 ppm) Retail Prices (cents per gallon), published by the United States Department of Energy, and the Compressed Natural Gas index will be the Consumer Price Index: Utility (Piped) Gas Service in U.S.

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City Average, All Urban Consumers.

8.5.7 If the CPI or Fuel Index is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

8.6 Adjustments to Commercial Rates

8.6.1 The initial Commercial Collection Service rates shall be in accordance with the rates established in Exhibit 4. The unit price for Commercial Collection Service shall remain the same through the first year of the Agreement. Beginning October 1, 2021 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted in accordance with this Section 8.6.

8.6.2 Collection Element Adjustment: The collection element of the Commercial Collection Service rates shall be adjusted in a manner similar to that described in Section 8.5. In no event shall the annual collection element adjustment exceed five percent (5%) of the previous year’s collection element of the service rate.

8.6.3 Disposal Element Adjustment: The disposal element of the Commercial Service rates shall be adjusted when tip fees at the County-Designated Facility change based on the following formula:

$$\begin{matrix} \text{New} & & 125 \text{ lbs/cy} & & & & & & \text{New Commercial} \\ \text{Tipping Fee} & \times & (\text{Commercial waste} & \times & 0.005 \text{ tons/lb} & = & \text{Solid Waste Disposal} \\ (\$/\text{ton}) & & \text{density factor}) & & & & \text{Element} \\ & & & & & & (\$/\text{cy}) \end{matrix}$$

Changes in the disposal element shall be effective immediately upon change in the tipping fee.

8.7 Change in Law Adjustments

The Contractor may petition the County for an additional rate adjustment resulting from a change in law. The Contractor’s request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the County, the Administrator shall make a determination regarding the fairness of the request, and shall make a recommendation to the Board of County Commissioners at a regular meeting. Adjusted rates shall become effective upon approval by the Board of County Commissioners.

8.8 Franchise Fees

The Contractor shall remit to the County a franchise fee in the amount of five percent (5%) of the annual gross revenues collected within the Franchise Area for Residential Collection Service and Commercial Collection Service. Payment of the franchise fee shall be made by the Contractor on a quarterly basis in arrears for revenues received for services provided after October 1, 2020, not later than thirty (30) calendar days after the close of each quarter. All amounts which are not paid when due and payable hereunder shall bear interest at twelve percent (12%) until paid. The County reserves the right to adjust the franchise fee as shall be deemed reasonably necessary or appropriate by the County, provided the Contractor’s rates are adjusted accordingly.

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ARTICLE 9 PERFORMANCE

9.1 General Performance Requirements

- 9.1.1 All dealings, contracts, notices and payments between the Contractor and the County shall be directed by the Contractor to the Administrator. The authorized representative for the purposes of answering any technical questions with regard to this Agreement is the Leon County Director of Resource Stewardship, (850) 606-5000.
- 9.1.2 The Contractor's performance of this Agreement shall be supervised by the Administrator. If at any time during the life of the Agreement, performance satisfactory to the Administrator shall not have been made, the Contractor, upon notification by the Administrator shall increase the labor force, tools and equipment as needed to properly perform this Agreement. The failure of the Administrator to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by this Agreement.
- 9.1.3 The Contractor shall furnish the Administrator or his or her Authorized Representative with every reasonable opportunity for ascertaining whether or not the Work as performed is in accordance with the requirements of the Agreement.
- 9.1.4 The Administrator may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the County to make such inspections at any reasonable time and place.
- 9.1.5 The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.
- 9.1.6 The Contractor shall cooperate with Authorized Representatives of the County in every reasonable way in order to facilitate the progress of the Work contemplated under this Agreement. They shall have at all times a competent and reliable English-speaking representative locally available and on duty authorized to act for them.

9.2 Complaints and Resolution

- 9.2.1 The Contractor shall prepare and maintain, in accordance with the format approved by the Administrator, an electronic register on all complaints and requests, and indicate the disposition and actions taken for each complaint. The register shall be available for County inspection at all times during business hours. The electronic register shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. A monthly listing of all the complaints and requests filed and their disposition shall be provided monthly to the Administrator. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the Administrator and representative of the Contractor. Disputes shall be referred to the Administrator and their decision shall be considered a final determination.
- 9.2.2 When a complaint or request is received before 12:00 noon it shall be resolved that day; otherwise, it shall be resolved no later than the end of the next working day. If the complaint is deemed illegitimate by the Contractor, the complainant shall be notified as to the cause of inaction, and such cause shall be documented by the Contractor.
- 9.2.3 The Contractor shall use either a telephone answering service or answering machine to receive

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service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Contractor can respond to the message within sixty (60) minutes.

- 9.2.4 It is recognized that disputes may arise between the County and the Contractor with regard to the collection of Refuse. The Administrator may from time to time notify the Contractor by telephone, electronic mail and facsimile to remove all such Refuse. Should the Contractor fail to remove the Refuse within twenty-four (24) hours from time of notification, the County will do so and Liquidated Damage shall be assessed from the Contractor dependent upon the amount of Refuse. Notice of the amount shall be given to the Contractor.

9.3 Liquidated Damages

- 9.3.1 Basis for Liquidated Damages: The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by County as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

The Parties further acknowledge that provision of all services specified in this Agreement in a consistent, reliable manner is of utmost importance to County and that the County has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the County and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which the County will suffer. Therefore, without prejudice to the County's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

- 9.3.2 The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages. All Liquidated Damages shall apply during the transition period beginning ninety (90) days prior to and ending ninety (90) days after the Commencement Date.

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- 9.3.3 Process: The County’s Authorized Representative will provide written notice of any assessment of liquidated damages and the Contractor will then have five (5) business days to submit a written response detailing the basis for disputing the assessment and provide all documentation, in an orderly fashion, necessary to support such dispute. Failure to respond in writing constitutes acceptance of the assessment. The County’s Authorized Representative will attempt to resolve the dispute within five (5) business days. In the event no resolution is reached, at the written request of the Contractor, the Administrator shall attempt to resolve the dispute with the Contractor. If the dispute is not resolved within seven (7) business days following the date such request is received by the Administrator, the Contractor and the County may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, among the Contractor and the County. If the parties are not able to resolve the dispute through mediation, or if the dispute is not submitted to mediation, the decision of the Administrator shall be observed. If the Contractor is not satisfied with the decision of the Administrator it may take whatever further action(s) may be available at law, in equity, or under the Agreement.
- 9.3.4 Any waiver or forbearance by the County or the Contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the County or the Contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.
- 9.3.5 Payment: Contractor shall pay any Liquidated Damages assessed by the County within 45 Business Days of the date the Liquidated Damages are assessed. If they are not paid within the 45 Business Day period, the County may proceed against the performance bond required by the Agreement, order the termination of the rights or “franchise” granted by this Agreement, or all of the above.
- 9.3.6 Amount of Liquidated Damages: The Administrator may assess liquidated damages in the amounts listed below.

Section	Performance Standard Violation	Liquidated Damages	Increment
2.2.1	Providing collection service outside of standard	\$100	Per vehicle, per day
2.3.3	Failure to notify of permanent route or schedule changes	\$50	Per customer
2.3.4	Failure to complete a route within standard	\$1,000 per route, \$2,000 per route for each additional incident within any 30-day period	Per route
2.3.4	Failure to notify Residential Customers of temporary route or schedule delays	\$25	Per address
2.4	Failure to operate office within standard	\$500	Per day
2.5.1	Failure to reestablish regular service post-disaster	\$2,000	Per day
2.7.1	Failure to deliver materials to the	\$500	Per delivery

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Section	Performance Standard Violation	Liquidated Damages	Increment
	appropriate County-Designated Facility		
2.8.5/6.4.7/6.4.8	Mixing of loads	\$500	Per incident
2.9	Failure to provide schedule	\$100	Per requirement, per day
2.9	Failure to abide by schedule and/or accomplish performance requirement	\$500	Per requirement, per day
3.1.3	Failure to deliver 2 nd waste cart within standard	\$20	Per day
3.1.5	Failure to service Solid Waste within standard	\$25	Per address
3.2.2	Failure to deliver 2 nd recycling cart within standard	\$10	Per day
3.2.4	Failure to service Recyclables within standard	\$25	Per address
3.3.1	Failure to service Yard Debris within standard	\$25	Per address
3.3.6	Failure to remove plastic bags from Yard Debris	\$250	Per truck
3.4.1	Failure to service bulky waste within 7-day standard	\$100	Per address
3.4.1	Failure to service bulky waste within 72-hour standard	\$25	Per address
3.4.2	Failure to properly handle White Goods	\$250	Per address
3.5.1	Failure to service medical back door customer within standard	\$100	Per container
3.5.2	Failure to service non-medical backdoor customer within standard	\$50	Per container
3.6.1	Failure to replace customer-owned container within standard	\$20	Per day
3.6.2	Failure to deliver solid waste or recycle cart within standard	\$50	Per cart, per day
3.6.3/3.6.4	Provision of waste/recycling cart not meeting specifications	\$250	Per cart
3.6.6/7.2.3	Failure to accurately maintain RFID asset database	\$100	Per day
3.6.7	Failure to maintain adequate inventory of carts and parts	\$500	Per day
3.6.8	Failure to repair/replace damaged cart within standard	\$50	Per cart, per day
3.7.1/3.7.2	Failure to properly complete and place non-collection notice	\$50	Per material / cart

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Section	Performance Standard Violation	Liquidated Damages	Increment
3.7.1/3.7.2	Failure to properly report and document non-collection	\$50	Per material / cart
3.7.3	Failure to notify County of non-collection notices	\$200	Per material / cart
4.1.3	Failure to include proper guideline materials	\$50	Per container
5.2.2/5.2.4/5.2.5	Failure to properly develop or distribute materials	\$1,000	Per incident
6.1.3	Failure to properly handle carts/containers	\$20	Per cart
6.1.4	Failure to properly contain materials	\$100	Per incident
6.1.4/6.1.5	Failure to remediate spillage within standards	\$100	Per occurrence, per day
6.1.5	Failure to properly notify of spillage within standard	\$500	Per occurrence, per day
6.4.1	Operation of vehicle not within age standard	\$1,000	Per vehicle, per week
6.4.2	Inoperable equipment not reported within standard	\$250	Per incident
6.4.2	Reserve equipment not adequately activated	\$1,000	Per incident
6.4.4	RFID equipment not operational	\$500	Per vehicle, per day
6.4.5	GPS equipment not operational	\$500	Per vehicle, per day
6.4.6/6.4.7/6.4.8	Use of non-conforming equipment	\$500	Per day
6.5.3	Failure to properly activate the fuel contingency plan	\$1,000	Per vehicle, per day
7.2.1/7.2.2	Failure to submit required report within required timeframe	\$100	Per day
8.2	Failure to comply with bill procedures	\$1,000	Per incident
9.2.1	Failure to properly prepare and maintain a register of complaints	\$2,000	Per month
9.2.2	Failure to resolve a request within standard	\$100	Per complaint
9.2.3	Failure to respond to messages within standard	\$100	Per incident
9.2.4	Failure to remove Refuse	Case by case	Per incident

9.3.7 Limits: The Contractor shall not be liable for liquidated damages because of any delays in the performance of the Work due to a condition Force Majeure as set forth in Section 9.8. Continuous and repeated instances of complaints not serviced or remedied shall be considered a breach of this Agreement and subject to the provisions in Section 9.5 herein.

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9.4 Default

9.4.1 The following occurrences may be considered by the County to be a breach of contract:

9.4.1.1 The Contractor takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

9.4.1.2 By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.

9.4.1.3 By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days.

9.4.1.4 The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

9.4.1.5 Any lien is filed against the Contractor's premises located in Leon County because of any act or omission of the Contractor and is not removed or the County adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof from the Administrator.

9.4.1.6 The Contractor has abandoned, failed, or refused to perform or observe each and every promise in this Agreement, or has failed or refused to comply with the reasonable instructions of the Administrator pursuant to the Agreement relative thereto. This may be considered a material breach of this Agreement and the Administrator shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond if within a period of seven (7) days the Contractor has not eliminated or remedied the conditions considered to be a breach of contract and the Administrator may declare a default on this Agreement and notify the Contractor and the surety on the performance bond of such a declaration of default, or to take any other action deemed appropriate.

9.4.2 In the event of any of these occurrences and except as otherwise provided, termination shall be effective upon the date specified in the County's written notice to the Contractor. Upon such time all liability of the County under this Agreement to the Contractor shall cease, and the County shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The Contractor, for failure to perform, shall reimburse the County all direct and indirect costs of providing interim Residential Collection Service

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and Commercial Collection Service.

- 9.4.3 The Contractor shall be excused from performance in cases of acts Force Majeure as set forth in Section 9.8. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability; provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the County shall be free to negotiate with other contractors for the operation of said collection services and to terminate this Agreement. Such operation with another contractor shall not release the Contractor hereto of its liability to the County for such breach of this Agreement.

9.5 Dispute

- 9.5.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact or of interpretation of a requirement of the Agreement which is not disposed of by mutual consent between the parties shall be decided by the Administrator, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Agreement. The Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Agreement and the findings and conclusions shall be observed by all parties unless or until the matter is presented to a court of competent jurisdiction by the Contractor. If the Contractor presents this matter to the court for resolution, pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the preliminary directions of the Administrator.
- 9.5.2 The Contractor expressly recognizes the paramount right and duty of the County to provide adequate waste collection services as necessary government functions, and further agrees, in consideration for the execution of the Agreement, that in the event the County shall invoke the provisions of this provision, Contractor will either negotiate with the County for an adjustment on the matter or matters in dispute, or present the matter to a court of competent jurisdiction.

9.6 Termination

This Agreement may be terminated by the County for an act of default by the Contractor as set out in Section 9.5, upon failure to cure after written notice. Termination shall be effective upon the date specified in the County's written notice to the Contractor. In the event of termination, the Contractor will be compensated for satisfactory services rendered up to and including the day of termination on a pro rata basis.

9.7 Force Majeure

If either County or the Contractor is prevented from or delayed from performing duties under this Agreement by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability lasting during the event or declared event. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the services.

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ARTICLE 10 OTHER TERMS AND CONDITIONS

10.1 Independent Contractor

The Contractor, at all times relative to this Agreement, shall be an independent Contractor and in no event shall the Contractor, nor any employees of the Contractor, nor any employees of the subcontractors of the Contractor, be considered to be employees of the County.

10.2 Subcontractors

Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements of the Contractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Agreement and despite such subcontracting the County shall deal through the Contractor.

10.3 Guarantee

Guarantor hereby unconditionally guarantees: (a) the full and timely performance of all obligations and responsibilities of the Subsidiary with respect to the Subcontract Work, and hereby undertakes that if Subsidiary shall in any respect fail to perform such portions of the Subcontract Work, Guarantor warrants the full, faithful, and timely performance of all of any such portions of the Subcontract Work, and (b) the punctual payment and performance when due of each, and every other obligation of Subsidiary pursuant to the terms of the Subcontract (collectively, (a) and (b) are the "Guaranteed Obligations"). This Guarantee is a guarantee of payment and performance and not merely of collection. This Guarantee is in no way conditioned upon any requirement that ___ first attempt to enforce any of the Guaranteed Obligations against Subsidiary, any other guarantor of the Guaranteed Obligations, any surety or any other person or entity, or resort to any other means of obtaining performance of any of the Guaranteed Obligations. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by ___ upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Subsidiary, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for Subsidiary or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

10.4 Permits and Licenses

10.4.1 The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect, and shall provide copies to the County.

10.4.2 The contractor shall obtain, at its own expense, all permits and licenses required to transport and dispose of waste in the States of Florida.

10.5 Performance Bond

10.5.1 A Performance Bond in the amount of 100% of the annual estimated residential subscription amount shall be supplied by the successful Contractor prior to contract execution. After the initial year of the contract, the value of the performance bond may be subject to adjustment with the approval of the County Administrator.

10.5.2 The Performance Bond shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Performance Bond must contain a clause stating the following:

" In the event of non-performance on the part of the contractor this performance /

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payment and materials bond can be presented for honor and acceptance (address) , which is located in Tallahassee, Florida. "

10.6 Insurance

10.6.1 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, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

10.6.2 Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 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.
- d. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

10.6.3 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.

10.6.4 The policies are to contain, or be endorsed to contain, the following provisions:

10.6.4.1 General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- 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

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Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

- 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.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- The 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.

10.6.4.2 Pollution Liability Insurance and/or Environmental Impairment Liability Insurance (County is to be named as an Additional Insured).

10.6.4.3 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 in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

10.6.5 Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

10.6.6 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.

10.6.7 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.

10.7 Ownership

The Contractor shall list all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%). During the term of the Agreement, the Contractor shall notify the County of any changes in officers, directors, principals or persons with ownership in excess of five percent (5%). If the Contractor sells the company, the County reserve the right to investigate the new owner(s) and to terminate the Agreement if, in their judgment, the new owner(s) will not be able to meet the responsibilities of the Agreement.

10.8 Compliance with Laws and Regulations

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the County has ordinances for affecting a Solid Waste Management program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of this Agreement, the ordinances shall be the governing factor for performance of the Agreement.

10.9 Indemnification

The Contractor shall defend, indemnify, save harmless, and exempt the County, its officers, agents,

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servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to persons or damage to property arising out of or from any Work required to be done by the Contractor, its officers, agents, employees and subcontractors in the performance of this Agreement. In connection with any legal proceedings arising hereunder, the County reserves the right to retain counsel of its choice and at its own expense to represent the County, or, in the alternative, approve counsel obtained by the Contractor. This indemnification and hold harmless provision shall survive the expiration and/or termination of this Agreement.

10.10 Waiver of Jury Trial

In the event that litigation is brought in order to enforce any terms, conditions or covenants under this Agreement, or to remedy any breach thereof, the Parties waive any and all right to trial by jury on any enforcement action.

10.11 Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights or privileges afforded Leon County, as a political subdivision of the State of Florida, under Section 768.2.8, Florida Statutes, or its common law right of sovereign immunity.

10.12 Venue

The agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits shall be brought exclusively in the state and federal courts in and for Leon County, Florida.

10.13 Drug Free Workplace

The Contractor shall maintain a drug-free workplace.

10.14 Assignment and Subletting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the full liability of the Contractor.

10.15 Notices

A letter addressed and sent by United States mail to either party at its business address shown herein shall be sufficient notice whenever required for any purpose under this Agreement. Notices may also be sent via electronic mail (e-mail) wherein receipt of such notice(s) is confirmed by reply e-mail by the receiving party.

10.16 Severability

If any provisions of this Agreement should be declared invalid, illegal, void, or unenforceable, the remainder of the Agreement shall not be affected but shall remain in full force and effect.

EXHIBITS

- Exhibit 1 – Bid Document # BC-01-17-20-24
- Exhibit 2 – Vendor Submitted Bid Document
- Exhibit 3 – Residential Rates (Awarded Vendor's Rates)
- Exhibit 4 – Commercial Rates (Awarded Vendor's Rates)
- Exhibit 5 – Solid Waste Cart and Recycling Card Specifications
- Exhibit 6 – RFID Specifications

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Exhibit 7 – Collection Service at County Facilities

Exhibit 8 – Calculation of Annual CPI and Fuel Adjustment to Rates

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ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

VENDOR NAME

By: _____
Vincent S. Long
County Administrator

By: _____

Date: _____

Printed Name _____

Title: _____

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court & Comptroller,
Leon County, Florida

BY: _____

DATE: _____

Approved as to Form:
Leon County Attorney's Office

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

DATE: _____

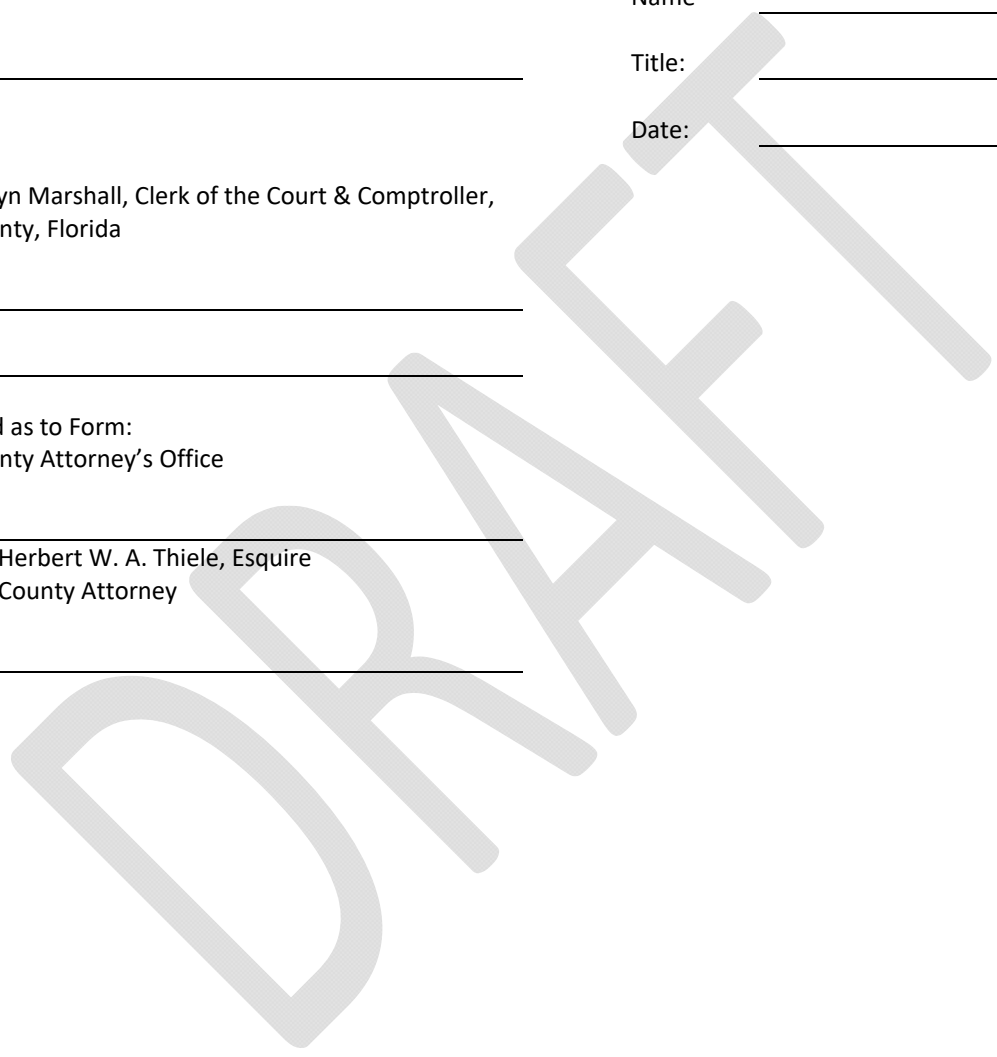


EXHIBIT 5
SOLID WASTE CART AND RECYCLING CART SPECIFICATIONS

Following are minimum requirements for Solid Waste Carts and Recycling Carts used for Residential Collection Service.

Quality	<ul style="list-style-type: none"> • Manufacturer’s latest design • Uniform thickness throughout body (at least 0.150 in.)
RFID	<ul style="list-style-type: none"> • See Exhibit 6 for RFID tag Specifications
Construction Material	<ul style="list-style-type: none"> • High-density polyethylene • Minimum of 30% post-consumer recycled content • Off-spec or wide-spec material and dry blending of material is not acceptable
Size (Capacity)	<ul style="list-style-type: none"> • 95 gallons (+/- 3%) • 65 gallons (+/- 3%)
Colors	<ul style="list-style-type: none"> • Granite (Solid Waste) • Green (Recycling) • Non-fading; integrated UV inhibitor • Colors must be impregnated into the plastic • Painted carts are unacceptable • Exact color codes to be approved by Administrator
Markings	<ul style="list-style-type: none"> • Each container lid shall have in-mold labeling; Administrator will provide detail • Each container shall have the County logo hot stamped on each side and not deviate from branding of existing containers; Administrator will provide detail • Each container shall be labeled with a matrix barcode as approved by Administrator
Load Rating	<ul style="list-style-type: none"> • Minimum 3.5 lbs per gallon; conforming to ANSI Standard Z245.30
Warranty	<ul style="list-style-type: none"> • Minimum 10 years
Lift Systems	<ul style="list-style-type: none"> • Must be compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters • Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 95 and 65 gallon carts • Bolted-on bars are not acceptable
Standards	<ul style="list-style-type: none"> • Carts must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for “Type B/G” carts

**EXHIBIT 6
RFID SPECIFICATIONS**

Following are minimum requirements for the RFID tags required to be placed on all Solid Waste Carts and Recycling Carts used for Residential Collection Service.

Technical Specifications	<ul style="list-style-type: none"> • RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz. • Read range: 6 foot minimum • Protocol: EPC Class 1 Gen 2
Environmental Specifications	<ul style="list-style-type: none"> • RFID tags must have an optimal operating temperature of -40°F to +149°F • Waterproof • Chemical resistant appropriate for Solid Waste collection application • Mechanical resistant appropriate for Solid Waste collection application
Mounting Specifications	<ul style="list-style-type: none"> • Encapsulated tag designed for mounting • Mounting surfaces: Metal, plastic, etc.
Memory Requirement	<ul style="list-style-type: none"> • EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer
Supporting Software	<ul style="list-style-type: none"> • Web-based

DRAFT

**EXHIBIT 7
COLLECTION SERVICE AT COUNTY FACILITIES**

Containers below shall be serviced at the frequency listed below or approved by the Administrator.

Facility	Solid Waste	
	Container	Frequency
Apalachee Regional Park	4 yard	2/week
Bradfordville Community Center	4 yard	1/week
Canopy Oaks Community Park	8 yard	2/week
Chaires Community Park	8 yard	2/week
Coe Landing Campground	(3) 4 yard	1/week
Eastside Branch Library	8 yard	1/week
Fred George Greenway	4 yard	1/week
Ft. Braden Community Center	4 yard	1/week
Ft. Braden Park	8 yard	2/week
Ft. Braden Library	8 yard	1/week
J. Lee Vause Park	4 yard	1/week
J. Lewis Hall, Sr. Recreation Complex	8 yard	2/week
Luther Hall Landing	4 yard	1/week
Miccosukee Greenway, Thorton Rd.	4 yard	1/week
Miccosukee Community Center	4 yard	1/week
Miccosukee Community Park	4 yard	1/week
Northeast Branch Library	8 yard	1/week
St. Marks Greenway	4 yard	1/week
Reeves Landing	4 yard	1/week
Williams Landing	4 yard	1/week
Woodville Community Center	8 yard	1/week

EXHIBIT 8 CALCULATION OF ANNUAL CPI AND FUEL ADJUSTMENTS TO RATES

Effective October 1, 2021 and the same date each year thereafter during the term of the Agreement, the rate shall be adjusted as specified below. Ninety percent (90%) of the rate shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index between the month of February in the previous year and the month of February in the current year. Ten percent (10%) of the rate shall be adjusted based on the percentage change in the Fuel Price Index between the average monthly fuel price from February through January in the year prior, and the average monthly fuel price from February through January of the most current twelve (12) months. The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.

New Rate = Current Rate (CR) + CPI Adjustment + Fuel Adjustment

$$\begin{aligned} \text{CPI Adjustment} &= \text{Round}((\text{CPI2}-\text{CPI1})/\text{CPI1}) * .75 * .90 * \text{CR}, 2) \\ &(\text{CPI 2 minus CPI 1, divided by CPI 1, times .75, times .90, times CR, rounded 2 places)} \end{aligned}$$

"CPI" = Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWURO300SA0)

"CPI1" = published CPI average for the month of February of the prior year

"CPI2" = published CPI average for the month of February of the current year

$$\begin{aligned} \text{Fuel Adjustment} &= [\text{Round}((\text{FI2}_D - \text{FI1}_D)/\text{FI1}_D) * (.10 * \%D) * \text{CR}, 2)] + [\text{Round}((\text{FI2}_{\text{CNG}} - \text{FI1}_{\text{CNG}})/\text{FI1}_{\text{CNG}}) * (.10 * \% \text{CNG}) * \text{CR}, 2)] \\ &(\text{FI2}_D \text{ minus FI1}_D, \text{ divided by FI1}_D, \text{ times .10, times \%D, times CR, rounded 2 places) plus} \\ &(\text{FI2}_{\text{CNG}} \text{ minus FI1}_{\text{CNG}}, \text{ divided by FI1}_{\text{CNG}}, \text{ times .10, times \%CNG, times CR, rounded 2 places)} \end{aligned}$$

"FI_D" = The Diesel Fuel Index will be the Ultra-Low-Sulfur No. 2 Diesel Fuel Prices: U.S. Gulf Coast (0-15 ppm) Retail Prices (cents per gallon), published by the United States Department of Energy

"FI_{CNG}" = Consumer Price Index: Utility (Piped) Gas Service in U.S. City Average, All Urban Consumers

"FI_D" = average published monthly fuel price from February through January of the year prior to FI₂

"FI_D" = average published monthly fuel price from February through January of the most current 12 months

"FI_{CNG}" = Fuel Index is the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Cents per Gallon), U.S. Department of Energy, Energy Information Administration.

"%D" = percent composition of the Contractor's fleet that utilizes diesel.

"FI_{CNG}" = average published monthly fuel price from February through January of the year prior to FI₂

"FI_{CNG}" = average published monthly fuel price from February through January of the most current 12 months

"%CNG" = percent composition of the Contractor's fleet that utilizes CNG.

SAMPLE CALCULATION

Assumptions:	CR = \$3.00	FI _D = 1.893	%D = 0.5
	CPI1 = 249.369	FI _D = 1.805	%CNG = 0.5
	CPI2 = 252.672	FI _{CNG} = 178.443	
		FI _{CNG} = 178.197	

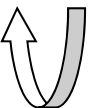
$$\text{New Rate} = [\text{CR}] + [\text{Round}((\text{CPI2}-\text{CPI1})/\text{CPI1}) * .75 * .90 * \text{CR}, 2)] +$$

$$[\text{Round}((\text{FI2}_D - \text{FI1}_D)/\text{FI1}_D) * (.10 * \%D) * \text{CR}, 2)] + [\text{Round}((\text{FI2}_{\text{CNG}} - \text{FI1}_{\text{CNG}})/\text{FI1}_{\text{CNG}}) * (.10 * \% \text{CNG}) * \text{CR}, 2)]]$$

$$\text{New Rate} = [\$3.00] + [\$0.03] + [-\$0.01 + -\$0.00] = \$3.02$$

$$\text{Maximum Increase Allowed} = [\text{CR}] * 1.05 = \$3.15$$

$$\text{New Rate} = \$3.02$$





Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #2
Page 75 of 104
Purchasing Division
1800-3 Blairstone Road
Tallahassee, Florida 32308
(850) 606-1600

Commissioners

January 7, 2020

BRYAN DESLOGE
District 4
Chairman

RE: RFP Title: Waste Collection Services in Leon County
Bid No: BC-01-17-20-24
Opening Date: January 17, 2020 at 2:00 PM

RICK MINOR
District 3
Vice Chairman

ADDENDUM #1

BILL PROCTOR
District 1

Dear Vendor:

JIMBO JACKSON
District 2

This letter serves as Addendum #1 for the above referenced project.

KRISTIN DOZIER
District 5

1. Attachment A – Bid Forms, Drug Free Workplace Form (page 30 of the RFP) is hereby deleted in its entirety and replaced with Attachment A – Bid Forms, Identical Tie Bid Form (revised page 30 of the RFP), attached hereto.
2. PRICE FORM – Waste Collection Services, attached hereto, is hereby added to Attachment A – Bid Forms.
3. Questions submitted by vendors are answered in the attachment to this addendum for your consideration.

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Shelly W. Kelley, PMP
Purchasing Director

ATTACHMENT A – BID FORMS

IDENTICAL TIE BIDS FORM

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 workplace program at this time.

Bidder's Signature

Title

Date

ITB# BC-01-17-20-24 PRICE FORM Waste Collection Services

Name of Prime Bidder:

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment, and services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, overhead and fringe benefits, profit). Round prices to the nearest whole cent.

Bidder shall complete all yellow boxes.

Residential Service

Residential Collection Service

Item	Description	Unit	Rate
Residential Collection	Residential Collection Service includes: Solid Waste, Recyclables, Yard Debris, and Bulky Waste. Rate is for collection only (disposal is not included) and should include a 5% franchise fee.	Monthly fee per customer	\$

Additional Required Pricing

Item	Description	Unit	Rate – monthly fee per customer
Non-medical back door	Additional fee for non-medical back door service of solid waste and recycling. Rate is in addition to Residential Collection Service fee above.	Monthly fee per customer	\$

Commercial Service

Commercial Waste – Non-compaction. Collection fees include container rental and maintenance.

Item	Description	Unit	Rate
Non-compaction per cubic yard	Non-compacted Commercial Collection Service includes the collection of Solid Waste. Rate to include 5% franchise fee.	Per container cubic yard	\$

Commercial Waste – Compaction. Self-contained compactors may be owned by the customer or a rental fee may be negotiated between the customer and the Contractor. Pull charge does not include disposal. The Contractor shall pay the actual tip fee at the County-designated facility.

Item	Description	Unit	Rate
Compaction pull charge – 20 cubic yards	Pull charge per 20 cubic yard compactor,	Per pull	\$
Compaction pull charge – 30 cubic yards	Pull charge per 30 cubic yard compactor	Per pull	\$
Compaction pull charge – 40 cubic yards	Pull charge per 40 cubic yard compactor	Per pull	\$

Commercial Waste - Small volume, 95-gallon cart

# of carts	Weekly pick-ups	Unit	Rate
One	One	Per month	\$
Two	One	Per month	\$
Three	One	Per month	\$
Additional 95-gallon cart	One	Per additional cart, per month	\$

Commercial Recycling – Bidder to provide the not-to-exceed commercial recycling fees it will charge Commercial Customers requesting recycling service. The selected bidder (Contractor) shall provide this service on a non-exclusive basis. Contractor may charge less than these prices, but may not charge more. All rates assume weekly collection service.

Container size	Unit	Paper	Comingled Containers	Single Stream Recyclables
65-gallon cart (first 100 carts no charge to customer)	Per Month	\$	\$	\$
2 cubic yard dumpster	Per Month	\$	\$	\$
4 cubic yard dumpster	Per Month	\$	\$	\$
6 cubic yard dumpster	Per Month	\$	\$	\$
8 cubic yard dumpster	Per Month	\$	\$	\$

NOTE: Pricing for all Items must be provided in order for the bid submission to be complete. If any pricing is omitted or the pricing sheet is incomplete, the bid will be deemed non-responsive.

Answers to Vendor Submitted Questions ITB# BC-01-17-20-24

Question #1: Since my company was the only bidder for the previous solicitation, and the minimum requirements were reduced from the previous bid, may I request that my documentation for the original technical bid review be returned to me and be resubmitted for this solicitation?

Answer: In an effort to be consistent in the solicitation process, the original documents from the previous bid will not be returned. Please submit a new technical bid package for this solicitation.

Question #2: Could you please provide the IDENTICAL TIE BID form (page 12 of the RFP)? I haven't found it within the ITB document.

Answer: Please see item #1 of the Addendum.

Question #3: Would the County consider adding a M/WBE goal unto this bid? There are several government agencies that have decided to add a goal unto their solid waste collection and recycling bids. For instance, Palm Beach County Solid Waste Authority, Broward County, Hillsborough County just to name a few. As a certified Leon County minority owned business, this would be a huge opportunity for my firm and other county vendors and ensure economic growth and opportunity within the county and eliminate barriers that inhibit MBE and WBE participation in your procurement process.

Answer: Leon County expends no funds, as this is a Franchise Agreement. Therefore, MWSBE does not apply.

Question #4: Could you provide tonnage reports, by day and by truck identification or load identification for the entire year 2018 and 2019 YTD, for each waste stream that is tracked (refuse, recycling, yard waste and bulk waste)?

Answer: Detail can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents. These reports are for demonstration purposes only to draw general trends and observations and are not guaranteed for accuracy.

Question #5: Could you break down the number of commercial tons provided on page 3 of the ITB between frontload tons and roll-off tons?

Answer: Detail can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.

Question #6: Could you please provide a copy of the last six months' invoices?

Answer: It is unclear what is meant by "invoices" as neither the current vendor nor the County invoice one another. The nature of this agreement is exclusive franchise, the vendor directly invoices subscribers as stated in Section III E "Bidders will be responsible for billing all Residential Customers for collection service and Commercial Customers for collection and disposal. The County has a non-ad valorem assessment to fund disposal of residential waste."

Question #7: Could you please provide a map showing the current collection days for each material?

Answer: This information is currently being collected. This question will be answered in Addendum #2 which is anticipated to be released by the end of the week.

Question #8: Could you please confirm that at the beginning of the contract we don't have to renew all carts?

Answer: Please see 3.6.2 of the draft Agreement.

Question #9: Are there currently residents with extra carts? If so, how many?

Answer: Detail can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.

Question #10: Will Garbage and Bulk Waste be able to be collected in the same truck during the same collection event?

Answer: See Sections 2.8.5 and 6.4.7 of the draft Agreement.

Question #11: Is the current provider using Single axle or smaller capacity rear loaders, pickup trucks with dump bodies, etc.? Could you please provide a map identifying any difficult areas?

Answer: Yes, a smaller capacity dual container truck is used in some difficult areas; however, a majority of difficult service areas have arrangements to bring the containers to a central collection point as outlined in the Agreement. Sometimes a pickup and trailer is used for bulk pickup. A box truck is used mainly for cart delivery.

Question #12: Can the County please provide the recent history of any Liquidated Damages on a monthly and or an annual total?

Answer: A monthly summary can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.

Question #13: Could you please provide all the non-handicapped residents that receive backdoor service; and the current rate they pay?

Answer: As stated in Section II 2. "Currently, approximately 400 customers receive medical Back Door service and 21 non-medical customers elect to pay for Courtesy Back Door service." Current subscribers pay an additional \$15.00 per month for non-medical Courtesy back door service.

Question #14: Can you provide a list of the current commercial businesses along with the number of containers, type, size and rate?

Answer: This information is currently being collected. This question will be answered in Addendum #2 which is anticipated to be released by the end of the week.

Question #15: Could you please provide the actual number of residential customers subscribed?

Answer: The exact number of subscribers fluctuates daily. As stated in Section II 2. "Currently an estimated 27,200 residents subscribe."

Question #16: Does the City have any inter-local agreement that is expected to expire during the term of the contract? Does the County expect or have knowledge of any upcoming / future annexation?

Answer: There is currently no interlocal specific to waste collection. Annexation occurs at the request of the City.

Question #17: Are all the current carts (garbage and recycling) outfitted with RFID tags? Does the County have an estimated number of carts that have to be renewed at the beginning of the contract?

Answer: The current Agreement requires RFID. The exact number of subscribers, and therefore carts, fluctuates daily. As stated in Section II 2. "Currently an estimated 27,200 residents subscribe."

Question #18: I'm trying to download the "Price sheet" at [www.leoncountyfl.gov/purchasing/Supplemental Solicitation-Documents](http://www.leoncountyfl.gov/purchasing/Supplemental-Solicitation-Documents) and it says "404 - File or directory not found. The resource you are looking for might have been removed, had its name changed, or is temporarily unavailable." I haven't found the spreadsheet in the County website either, so could you please provide with the next addendum?

Answer: See item #2 of this addendum. This is a PDF version of the price sheet. It is also posted on the Supplemental Solicitation Documents page at www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.

Question #19: In order to properly calculate the commercial disposal expenses, could you please provide the designated facility tipping fees? Also, do we have to pay processing fee for commercial recyclables? If so, could you please provide the processing fee and the current commercial recycling tons per year?

Answer: In order to properly calculate the commercial disposal expenses, could you please provide the designated facility tipping fees? Also, do we have to pay processing fee for commercial recyclables? If so, could you please provide the processing fee and the current commercial recycling tons per year?

Question #20: The Designated Facility for solid waste is the Leon County Transfer Station, tip fee is \$42.15 per ton. Contact the designated facility for recyclables, Marpan Recycling for commercial tip fee. The current vendor reports no commercial recycling customers at this time.

Answer: According to the contract, "The Contractor shall establish and maintain an office within Leon County where complaints can be received by phone, electronic mail, or in person". Can we have the Yard with the truck storage and the maintenance shop in another County like Gadsden for example?

Question #21: Yes.

Answer: Could you please clarify item 2.8.3. (page 43)? According to the formula it seems that the County is assuming that each commercial cart is going to generate 1 tons per year. Is that assumption correct?

Question #22: Yes, the assumption is 1 ton per year.

Answer: According to item 3.1.2. (page 45) "Upon request, the Contractor shall provide and deliver a 65-gallon Solid Waste Cart in lieu of a 96-gallon cart at no charge to the customer. The Contractor shall provide one Solid Waste Cart exchange per Residential Customer per Contract Year, and may charge thirty dollars (\$30.00) for any additional Solid Waste Cart exchanges during that Contract Year" Does this mean that each resident has the right to swap out for free the size of the cart up to 7 times during the initial length of the contract?



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #2
Page 82 of 104
Purchasing Division
1800-3 Blairstone Road
Tallahassee, Florida 32308
(850) 606-1600

Commissioners

January 10, 2020

BRYAN DESLOGE
District 4
Chairman

RE: RFP Title: Waste Collection Services in Leon County
Bid No: BC-01-17-20-24
Opening Date: January 17, 2020 at 2:00 PM

RICK MINOR
District 3
Vice Chairman

ADDENDUM #2

BILL PROCTOR
District 1

Dear Vendor:

JIMBO JACKSON
District 2

This letter serves as Addendum #2 for the above referenced project.

KRISTIN DOZIER
District 5

1. Questions submitted by vendors are answered in the attachment to this addendum for your consideration.
2. Addendum2 – Supplemental Information - Route Summary is attached hereto.
3. Addendum 2 - Supplemental Information – Commercial Detail is attached hereto.

MARY ANN LINDLEY
At-Large

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

NICK MADDOX
At-Large

Should you have any questions, feel free to call me at 850-606-1600.

VINCENT S. LONG
County Administrator

Sincerely,

Shelly W. Kelley, PMP
Purchasing Director

HERBERT W.A. THIELE
County Attorney

Answers to Vendor Submitted Questions
ITB# BC-01-17-20-24

Question #1: Yesterday after being able to download the spreadsheet that provides the service count I have an important question in regards to the number of medical units. For example, are the 416-64 gallon recycling units for back door services included within the 26,329 regular 64 gallon recycling units or are they in addition to?

Answer: The 416 recycling back door is for medical service, and is in addition to the 26,329 traditional service.

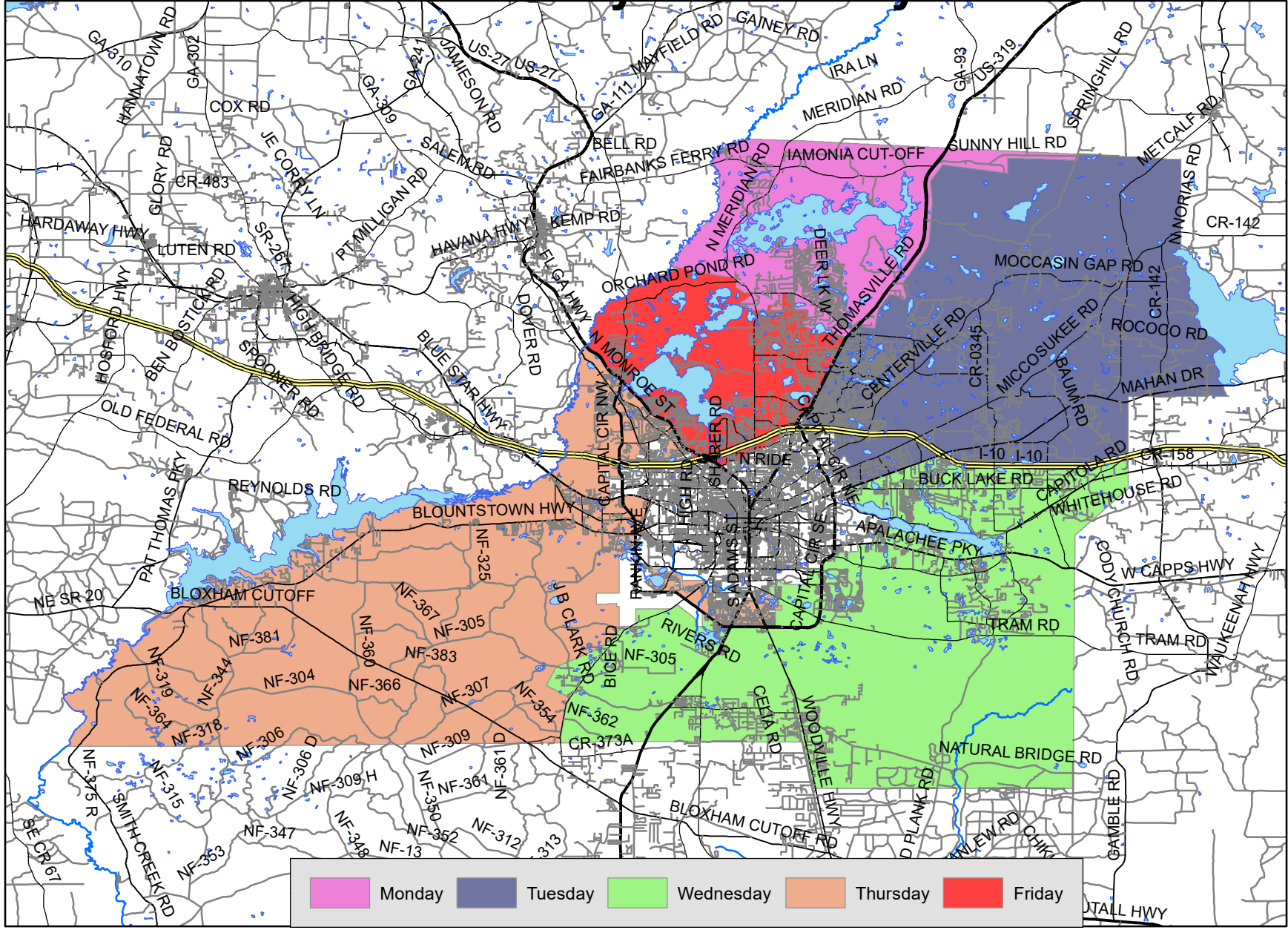
Question #2: Could you please provide a map showing the current collection days for each material?

Answer: Please see the attached Route Detail.

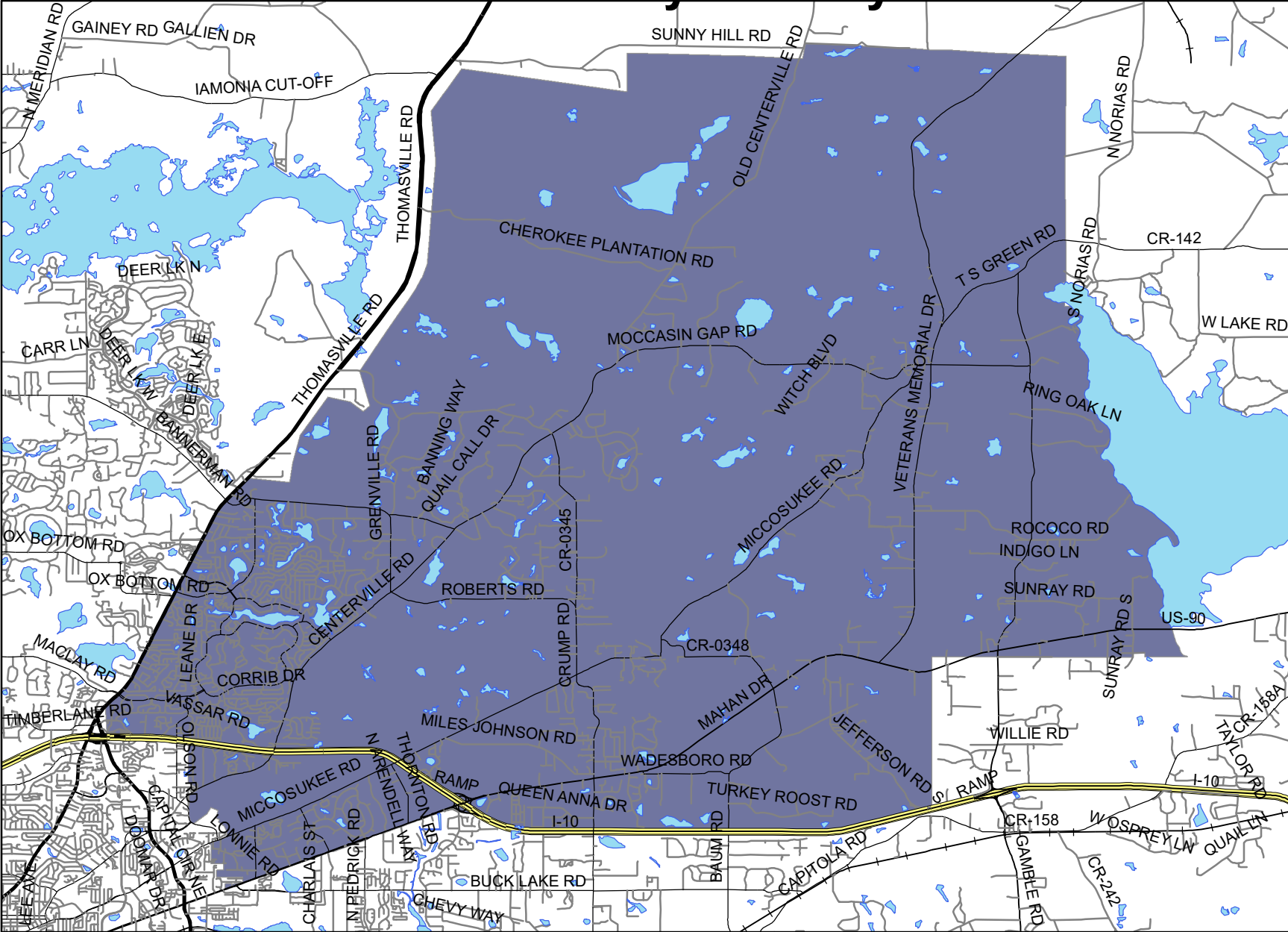
Question #3: Can you provide a list of the current commercial businesses along with the number of containers, type, size and rate?

Answer: Please see the attached Commercial Business Detail.

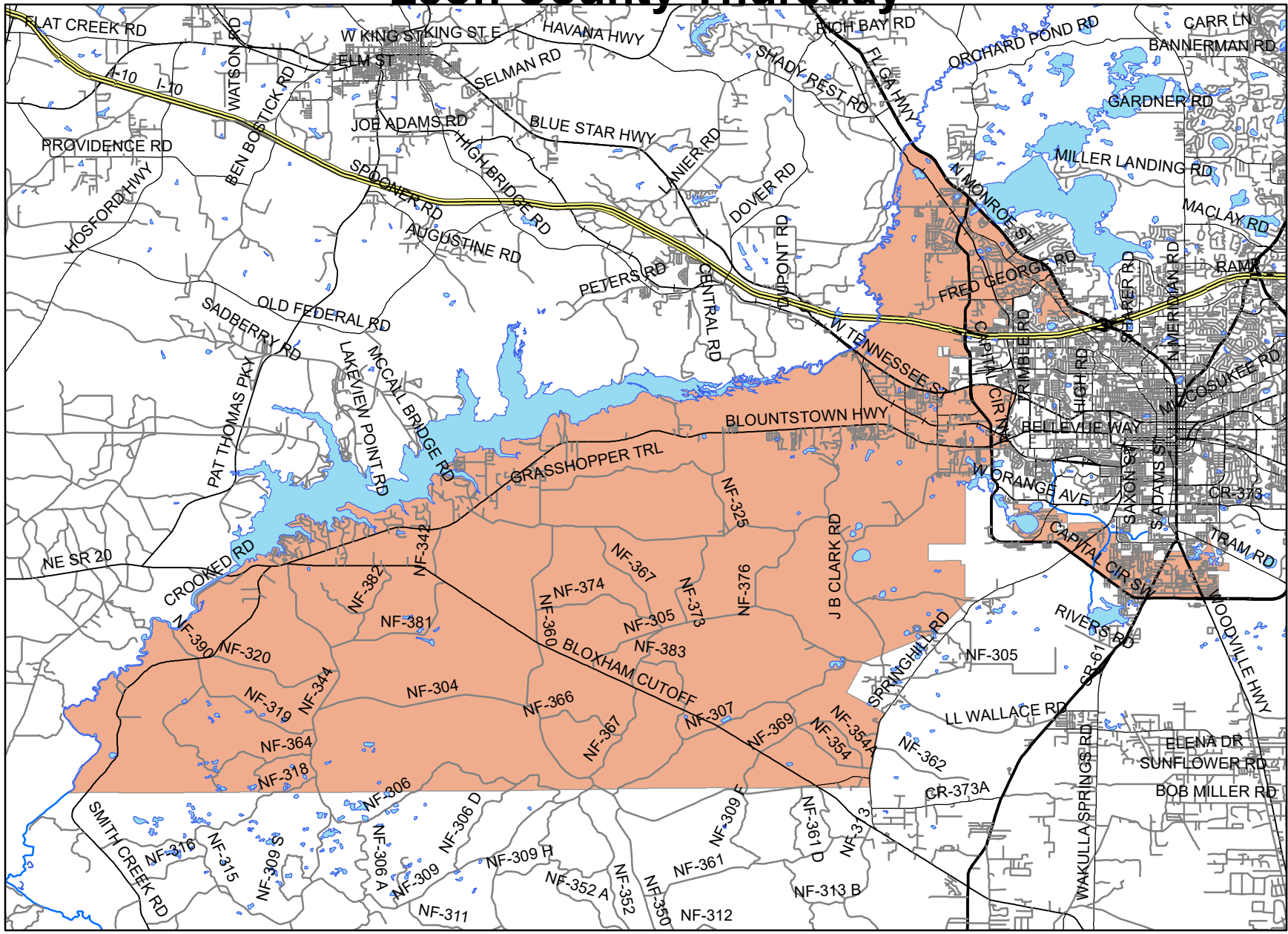
Leon County Service Days



Leon County Tuesday



Leon County Thursday



Site Name	Svc Freq
LCFL - LEON COUNTY COMMERCIAL	
FL02RC - FRONTLOAD 2 YD - MONTHLY RECYCLE SERVICE SUBWAY 2770	2 times per week
FL02SW - FRONTLOAD 2 YD - MONTHLY SOLID WASTE SERVICE	
Orkin	Weekly
ST MARY AND ST GEORGE CHURCH	Weekly
Ackuritlabs	Weekly
Timberlane Animal Hospital	Weekly
GREAT BEGININGS PRESCHOOL	Weekly
TALLAHASSEE FIRE DEPT #13	Weekly
TALLAHASSEE FIRE DEPT NO 10	Weekly
TALLAHASSEE FIRE DEPT #12	Weekly
TALLAHASSEE FIRE DEPT NO 11	Weekly
CAPITAL CITY LAWN CARE INC	Weekly
MACK BROS AND ASSOCIATES INC	Weekly
BRUCE FIRE EQUIPMENT	Weekly
NICHOLS STAHLCO LLC	Weekly
C H CORN HYDRO DAM	Weekly
GRAPHIC PRESS	Weekly
JOSEY PLUMBING	Weekly
HONG KONG RESTAURANT #208	2 times per week
LAKE TALQUIN LIQUORS INC	Weekly
MILLS WELL DRILLING	Weekly
LEON COUNTY TREATMENT CTR	2 times per week
CAPITAL CITY CHRISTIAN CHURCH	2 times per week
FIRST BAPTIST CHURCH WOODVILLE	Weekly
LEON COUNTY TAX COLLECTOR	Weekly
Centurylink/Embarq	Weekly
Centurylink/Embarq	Weekly
TALLAHASSEE CHEMICAL JANIT SVS	Weekly
M L GRAY	Weekly
WATERHAWK GUTTERS	Weekly
SALLIE DUNLAP	Weekly
CHRIST PRESBYTERIAN CHURCH	Weekly
ACE HARDWARE	Weekly
SAVEWAY LLC	Weekly
ENVISION CREDIT UNION	Weekly
NORTHSIDE MOWER	Weekly
LAKE TALQUIN BAPTIST CHURCH	Weekly
ST MARKS PRIMITIVE BAPTIST	Weekly
First Class Kids Inc	Weekly
S G T RENTALS AND SALES	Weekly
IMPRESSIONS BY TRENA	Weekly
AGAPE LIFE FELLOWSHIP	Weekly
K C W ELECTRIC	Weekly
LANCE MAXWELL	Weekly
TALLAHASSEE RIFLE&PISTOL CLUB	Weekly
CELEBRATE NEW LIFE	Weekly
KOREAN BAPTIST CHURCH	Weekly
AAA AUTO CLUB SOUTH	Weekly
IMAGINATION DAY SCHOOL	Weekly
BIBLE BELIEVERS FELLOWSHIP	Weekly
STEVENS AUTO TRUCK REPAIR	Weekly
Susan K Epp	Weekly

JENKINS ROOFING	Weekly
BRADFORDVILLE BLUES CLUB	Weekly
Centennial Bank	Weekly
PANHANDLE PET SUPPLY	Weekly
MCGARVEY'S INC	Weekly
EVERITE TIME	2 times per week
ROBINHOOD KENNELS	Weekly
POINTE 27 LLC	Weekly
RIVER RIDGE MANAGEMENT	Weekly
BEVIS VETERINARY HOSPITAL	Weekly
PRAISE CATHEDRAL CHURCH	Weekly
TALQUIN ELECTRIC	Weekly
TALQUIN ELECTRIC	Weekly
JIM STIDHAM & ASSOCIATES	Weekly
CAPITAL CHEVRON	Weekly
GAINES AND SONS STRIPING	Weekly
EASTERN CHINESE RESTAURANTS	2 times per week
JONES WELDING SUPPLY	Weekly
KENDALLS KITCHEN II LLC	Weekly
Killearn Lakes Comm Assoc	Weekly
JOY MART	Weekly
BOWLES ROOFING	Weekly
TALL 7TH DAY ADVENTIST CHURCH	Weekly
TALL 7TH DAY ADVENTIST CHURCH	Weekly
DOUG BRINKLEY OUTDOOR SERVICE	Weekly
LAKEWOOD ANIMAL HOSPITAL	Weekly
COUNTRY FEED STORE GARDEN SU	Weekly
CAPITAL CITY CHURCH OF GOD	Weekly
QUALITY WATER SUPPLY INC	Weekly
Lake Jackson Pantry / Valero	2 times per week
EAST GROVE MISSIONARY	Weekly
REDEEMED CHRISTIAN CHURCH OF G	Weekly
MARKET SQUARE LIQUORS	Weekly
HAMILTON ENTERPRISES	2 times per week
AAA TREE EXPERTS INC	Weekly
LAKE JACKSON TOWING	Weekly
CARDINAL RENTALS	2 times per week
RESTORATION PLACE	3 times per week
OTTS AUTO DOCTOR TOWING	Weekly
SEMINOLE RV REPAIR	Weekly
SMITH PLUMBING	Weekly
GAO SHENG	Weekly
WALGREENS #1902	2 times per week
LARRY'S PUMP SERVICE	Weekly
BUSY BEE FLORIST LLC	Weekly
EXTREME CARPET	3 times per week
RIVER RIDGE	Weekly
ASSET INVESTIGATION & RECOVERY	Weekly
ELLSWORTH PAINTING INC	Weekly
TIENDA MEXICANA	Weekly
CROSSWAY MOBILE HOME	2 times per week
GARY ALLEN	Weekly
LITTLE RED SCHOOL HOUSE	Weekly
MILLER SHEET METAL	Weekly
PRECIOUS YEARS DAY CARE	Weekly

TALLAHASSEE FIRE DEPT 14	Weekly
F C HENDERSON	Weekly
LAKE JACKSON ANIMAL HOSPITAL	Weekly
MARKET SQUARE LIQUORS	2 times per week
BILL JAMES CONSTRUCTION INC	Weekly
CRYSTAL SPRINGS WATER	Weekly
GENERAL SHEET METAL	Weekly
DISC VILLAGE	Weekly
Brown's Paint & Body Shop	Weekly
ASHLEY'S FEED STORE	2 times per week
Jose Tire & Car Services	Weekly
Miccosukee United Methodist	Weekly
Second Hand Sandies	Weekly
Crossway Baptist Church	Weekly
Reclaiming Ministries	Weekly
Tabernacle of Praise	Weekly
DIAMOND HOBBY LLC	Weekly
ANYTIME FITNESS/VINEYARD SHOPPING CTR	Weekly
Garrison Design & Construction Inc	Weekly
Salser Construction	2 times per week
Killearn Acres HOA	Weekly
HDS Products	Weekly
Heart of the BrideGroom Church	Weekly
Secon Recovery	Weekly
A & W Services	Weekly
SunTrust Bank	Weekly
Southeast Forensic Consultants	Weekly
A Bay Towing & Recovery Inc.	Weekly
Marling Glass & Shower	Weekly
American Eagle Tow & Recovery	2 times per week
Advanced Environmental	Weekly
Jaybeemotors Inc.	Weekly
L2	Weekly
Arborgen, Inc.	Weekly
Tour of Italy Italian Kitchens	2 times per week
New Garden Restaurant	Weekly
Joel Foy Electrical Service	Weekly
Green Acres Landscape	Weekly
B and B Seafood and More	Weekly
North Monroe Medical Center	Weekly
Fleck Exterior Systems Inc	Weekly
Porters Automotive Inc	Weekly
The Current Agency	Weekly
Teresa Leigh	Weekly
J and J Generator Service LLC	Weekly
Crown Motors of Tallahassee	Weekly
ARBORISTS BY NATURE	Weekly
Denise Conry	Weekly
Trident Marine	Weekly
Pro Parts Express	Weekly
Talquin Electric in Leon	Weekly
850 Autos	Weekly
Learning Center for Excellence	Weekly
Southern Rod and Classics	Weekly
Woodlane Cabinet	Weekly

Spring Oaks MHP	Weekly
Superior Coffee and Beverages	Weekly
North Florida Bees	Weekly
Woodville Amusement Center	Weekly
FL04RC - FRONTLOAD 4 YD - MONTHLY RECYCLE SERVICE	
DR BECK JR MD	Weekly
NOTARY PUBLIC UNDERWRITERS	Weekly
MCNEIL PLUMBING	Weekly
SCOTTSDALE ACADEMY OF TALL	Weekly
TLSE Petro #2	Weekly
DANIEL SYDNEY DEVELOPMENTS LLC	2 times per week
TALL TIMBERS RESEARCH	Weekly
Boot Barn	Weekly
FL04SW - FRONTLOAD 4 YD - MONTHLY SOLID WASTE SERVICE	
Sunoco	2 times per week
High Quality A/C	Weekly
JOYNER ELECTRIC	Weekly
MORNINGSIDE BAPTIST CHURCH	Weekly
CHRISTIAN LIFE FELLOWSHIP	Weekly
TALLAHASSEE MEMORY GARDEN	Weekly
WILLIAMS PANHANDLE PROPANE	Weekly
HARRELLS TRAILER PARK	Weekly
INGRAM ENTERPRISES INC	Weekly
MARTHA ROSE CARLILE	Weekly
DIVISION OF FORESTRY	Weekly
Chuck Roberts	Weekly
Z BARDHI'S ITALIAN CUISINE	Weekly
MOODY'S AUTO SERVICE	Weekly
AYAVALLA LAND COMPANY LLC	Weekly
AYAVALLA LAND COMPANY LLC	Weekly
NOTARY PUBLIC UNDERWRITERS	Weekly
LAMAR OUTDOOR ADVERTISING	Weekly
HEINZ BROTHER NURSERIES	Weekly
FLORIDA AIR SPECIALIST INC	Weekly
BRADFORDVILLE SUSIE Q's FOODS	2 times per week
Speedy Mart	Weekly
C W ROBERTS CONTRACTING INC	2 times per week
NEECE TRUCK TIRE INC	Weekly
KELLY BROTHERS SHEET METAL	Weekly
FLORIDA PEST CONTROL	Weekly
CITY ELECTRIC SUPPLY CO	2 times per week
FAST LANE MART INC	Weekly
SHUCKERS OYSTER BAR & SEAFOOD	Weekly
A E WHOLESALE OF NORTH FL LLC	Weekly
KILLEARN LAKES PRESCHOOL	Weekly
THYSSENKRUPP ELEVATOR	Weekly
RANDY DONALDSON	Weekly
FIRST CALL TRUCK PARTS	Weekly
PARKWAY WRECKER	Weekly
PEDDIE POOLS OF TALLAHASSEE	Weekly
SCOTTSDALE ACADEMY OF TALLAHAS	2 times per week
BRADLEY'S POND	Weekly
LAKE JACKSON MOUNDS	Weekly
SAINT LOUIS CATHOLIC CHURCH	Weekly
TOWER CORNERS CONDO ASSC INC	Weekly

CATHOLIC CHARITIES	Weekly
B AND Z QUIK STOP	Weekly
SUPERIOR PAINTING	Weekly
MICCOSUKEE COMM PARK	Weekly
BEN STOUTAMIRE	Weekly
LEON COUNTY PUBLIC WORK DEPT	2 times per week
COE LANDING CAMPGROUND	Weekly
COE LANDING CAMPGROUND	Weekly
COE LANDING CAMPGROUND	Weekly
REEVES LANDING	Weekly
MUNSON LANDING	Weekly
FT BRADEN COMM CENTER	2 times per week
LEON COUNTY SCHOOL BOARD	Weekly
BARINEAU HEATING & AIR CONDITI	Weekly
WOODVILLE COMMUNITY CENTER	2 times per week
BRADFORDVILLE COMMUNITY CENTER	Weekly
HOBBS PROPERTY INC	Weekly
CK MART #3	Weekly
IRON IMAGES	Weekly
PREMIER CONSTRUCTION	Weekly
KRISH FOOD MART	Weekly
CAPITAL HITCH SERVICE	Weekly
QUICK FILL 16	Weekly
GENESIS CHURCH TV	Weekly
JEFFS AUTOMOTIVE	Weekly
BRADFORDVILLE PAWS & CLAWS	2 times per week
BILL'S SIGN SERVICE	Weekly
S Man Management, LLC	Weekly
BRADFORDVILLE ANIMAL HOSPITAL	Weekly
ROWE DRILLING COMPANY	Weekly
DANIEL SYDNEY DEVELOPMENTS LLC	3 times per week
WILD WILLIES	Weekly
AIR MECHANICAL	Weekly
MILLERS TREE SERVICE	2 times per week
WOOLINGTON RESTAURANT EQUIPMEN	Weekly
HILL TOP COUNTRY STORE LLC	Weekly
FLORIDA GULF CONTRACTING	Weekly
BJ EXPRESS #2	Weekly
PICHARD BROTHERS LAND CLEARING	Weekly
SOUTHERN OAKS EQUESTRIAN	Weekly
BUCKLAKE ANIMAL HOSPITAL	Weekly
CVS 4639	2 times per week
MASTEC	Weekly
SUBER & WEAVER / Jerry's Auto Electric	2 times per week
PEDDIE CHEMICAL COMPANY	Weekly
M OF TALLAHASSEE INC	Weekly
HATCHER AND ASSOCIATES	Weekly
CAPITAL CITY GLASS	Weekly
DISC VILLAGE	Weekly
QUINQUE FARM	Weekly
Wayne Waldrep	Weekly
Westminster Oaks/Dumpsters	3 times per week
Westminster Oaks/Dumpsters	3 times per week
Westminster Oaks/Dumpsters	3 times per week
Westminster Oaks/Dumpsters	3 times per week

Westminster Oaks/Dumpsters	3 times per week
Westminster Oaks/Dumpsters	3 times per week
Shiloh Farms	Weekly
Bright Star Kid Care	Weekly
Peavy & Son Construction	Weekly
May Day	Weekly
BE INSTALLED/ALMA FRANCO	Weekly
BEARD EQUIPMENT COMPANY	Weekly
GUTTERHAWK	Weekly
NEWSTARTSMOOTHIES LLC	Weekly
OVERHEAD DOOR	Weekly
Tallahassee Lumber & Truss LLC	Weekly
Menjivar Mobile Home Park (MHP)	Weekly
Camp Richardson	Weekly
Sprouting Kids Academy	Weekly
Ghost Controls	Weekly
National Veterans Cemetery	Weekly
Benchmark Auto Sales-Place	Weekly
Tommy's Auto Service	Weekly
Klassic Katering	Weekly
Gutter Solutions	Weekly
Alpha Foundations	Weekly
Sheffield's Auto & Truck	Weekly
Seminole Auto Glass	Weekly
Capital City Fireplace & Grill	Weekly
Smyrna Ready Mix	Weekly
Destiny Church	2 times per week
CSI Caregiver Services Inc	Weekly
Lucky Goat Coffee	Weekly
Alpha Foundation Specialists	Weekly
Southernwoodlands Fencing	Weekly
DLW Ventures Inc DBA GloFX	Weekly
Flight Technology	Weekly
Sims Crane	Weekly
First Florida Credit Union	Weekly
Ox Bottom Animal Hospital	Weekly
Spartan Stoneworks	Weekly
Express Lane AG#239	2 times per week
EXPRESS LANE	Weekly
Riverfront RV Park	Weekly
Ameripipe Supply	Weekly
M of Tallahassee	Weekly
Pearl in the Wild LLC	Weekly
Fish Camp Tally	Weekly
Creek Enterprise	Weekly
Martha Plantation	Weekly
Quick Stop	Weekly
Darrell Jones Capital Plumbing	Weekly
FL06RC - FRONTLOAD 6 YD - MONTHLY RECYCLE SERVICE	
ANDYS CABINETS	Weekly
ENGINEERING AND EQUIPMENT	Weekly
PAN NO 2	Weekly
PAN FOOD STORE	Weekly
PROCTOR-ACURA	Weekly
GULF ATLANTIC ASSET MANAGEMENT	Weekly

ABC LIQUORS INC 216	Weekly
MCDONALDS 7544	2 times per week
GOVERNORS CHARTER ACADEMY	Weekly
EXPRESS LANE	Weekly
FL06SW - FRONTLOAD 6 YD - MONTHLY SOLID WASTE SERVICE	
WOODMONT RETIREMENT COMMUNITY	3 times per week
FLORIDA WILBERT INC	Weekly
Centurylink/Embarq	Weekly
LAKESIDE TRAVEL PARK	Weekly
LAKESIDE TRAVEL PARK	Weekly
ALBRITTON ELECTRIC SERVICE	Weekly
ACCURATE AUTO & FLEET INC	Weekly
PAN FOOD STORE	Weekly
DEER LAKE UNITED METHODIST	Weekly
KEITH LAWSON PLUMBING	Weekly
EPIPHANY LUTHERAN CHURCH	2 times per week
ANDYS CABINETS	Weekly
EAGLES NEST	Weekly
ASTRO TRAVEL & TOURS	2 times per week
ALLSTATE CONSTRUCTION	Weekly
AMERICAN BACKFLOW PRODUCTS COM	2 times per week
PAN NO 2	Weekly
PINCH A PENNY	Weekly
CANOPY ROADS BAPTIST CHURCH	Weekly
BILLY BARINEAU	Weekly
SUBURBAN PROPANE	Weekly
SUNNY HILL PLANTATION	Weekly
USDA - US DEPT OF AGRICULTURE	Weekly
Z MART	Weekly
TURN 4 COLLISION	Weekly
THYSSENKRUPP ELEVATOR	Weekly
APALACHEE BACKHOE & SEPTIC	Weekly
SKANDIA INDUSTRIES	Weekly
GULF ATLANTIC ASSET MANAGEMENT	Weekly
CALVARY CHAPEL	Weekly
MICCOSUKEE COMM PARK	Weekly
SILVER LAKE GROCERY	2 times per week
Chaires Crossing, LLC	2 times per week
LAKE TALQUIN STORE	Weekly
W T W C - CH40	Weekly
Centurylink/Embarq	Weekly
MAACO	Weekly
Stanley Barineau Heating & Air	Weekly
STORAGE ZONE	2 times per week
PAUL DAVIS RESTORATION OF TALL	Weekly
COLONIAL LIQUORS	Weekly
PARKWAY CAR CARE	Weekly
GOVERNORS CHARTER ACADEMY	Weekly
Subway	2 times per week
DAVITA	2 times per week
Gingerbread Christian Academy	Weekly
SMITHS TRAILER PARK	Weekly
CITY OF TALLAHASSEE-ELECTRIC	Weekly
CITY OF TALLAHASSEE-ELECTRIC	Weekly
PATIENTS FIRST	Weekly

FORT KNOX	Weekly
DISC VILLAGE	Weekly
PROCTOR-ACURA	Weekly
SCOTT BARRY	Weekly
FOSHALEE FARMS	Weekly
Woodfield Spring Plantation	Weekly
Storage King USA	Weekly
Mikes Moving	Weekly
Llake Jackson Trading post	3 times per week
Boot Barn	Weekly
Papa Johns Pizza	2 times per week
SUSIE Qs #15	Weekly
Gujrati Samaj	Weekly
Inland Store	Weekly
Alarm Fire Surveillance LLC	Weekly
Smyrna Ready Mix	Weekly
Giles Deli Provisions	Weekly
Surterra Holdings	Weekly
SRM Concrete, LLC	Weekly
Kauffman Tire #F15	Weekly
The Red Shed	Weekly
Ochlockonee International LLC	Weekly
Herndon Hardware	Weekly
Refresh Canopy Cove	Weekly
Lowell's Window Repair	Weekly
Hill Rom (Need PH #)	Weekly
MJD PROPERTIES LLC	Weekly
Parkway Food & Gas	Weekly
Miccosukee Market	Weekly
FL08RC - FRONTLOAD 8 YD - MONTHLY RECYCLE SERVICE	
Burger King # 16785	Weekly
ABC LIQUORS INC 217	Weekly
PROCTOR HONDA	Weekly
SEMINOLE DISCOUNT LIQUOR	Weekly
BRADFORDVILLE PETRO	2 times per week
CAPITAL EUROCARS INC	2 times per week
CAPITAL HITCH SERVICE	Weekly
DALE EARNHARDT/MAINTANCE	3 times per week
Dale Earnhardt Jr/ COLLISON	3 times per week
MAYS-MUNROE	Weekly
SOUTHWOOD CLUB HOUSE	Weekly
BEEF O BRADYS	Weekly
BANNERMAN CROSSING LLC	2 times per week
BURGER KING 6288	Weekly
WOODMONT SENIOR LIVING	Weekly
ABC LIQUORS INC 210	Weekly
CAPITAL EURO CARS	2 times per week
CHICK-FIL-A	3 times per week
BANNERMAN CROSSING LLC	3 times per week
SCHWAN'S RECYCLE/#530281	Weekly
DEERTREE HILLS CONDOMINIUM	Weekly
QUINQUE FARM	Weekly
Westminster Oaks/Recycle	2 times per week
Westminster Oaks/Recycle	2 times per week
Westminster Oaks/Recycle	2 times per week

REVEL MEAT MARKET	2 times per week
Quality Body Shop	Weekly
Lake Jackson Trading Post	Weekly
SECOND HARVEST FOODS	Weekly
School of Math & Science	Weekly
Inland Store	Weekly
Bannerman 3	2 times per week
Zaxbys	Weekly
Kenwood Place Apts.	Weekly
CESC	2 times per week
Florida Truck Body Inc	Weekly
Express Lane AG#243	Weekly
NESCO Speciality Rentals	Weekly
Dairy Queen K&S Tallahassee	2 times per week
Woodlane Cabinet	Weekly
FL08SW - FRONTLOAD 8 YD - MONTHLY SOLID WASTE SERVICE	
GARC- Rest Area	3 times per week
GARC- Rest Area	3 times per week
Signature Laminated Products	Weekly
FELLOWSHIP BAPTIST CHURCH	Weekly
NORTHWOODS BAPTIST CHURCH	Weekly
Dale Earnhardt Jr Chevrolet	3 times per week
Dale Earnhardt Jr Chevrolet	2 times per week
Dale Earnhardt Jr Chevrolet	3 times per week
FT BRADEN SCHOOL	3 times per week
FT BRADEN SCHOOL	4 times per week
ECONOMIC RESEARCH SERVICES	Weekly
LAKESIDE TRAVEL PARK	Weekly
GEM LAND COMPANY	Weekly
LAWSON & LAWSON SERVICES	Weekly
SEINEYARD SEAFOOD	2 times per week
JACKSON CORNERS	3 times per week
HUNGRY HOWIES 292	2 times per week
CANOPY OAKS ELEMENTARY	5 times per week
NATURES FINEST	Weekly
WESTON TRAWICK INC	Weekly
BRADFORDVILLE SUSIE Q's FOODS	2 times per week
LAWTON CHILES HIGH SCHOOL	3 times per week
FAMU VINEYARD	Weekly
WOODVILLE ELEMENTARY	2 times per week
WOODVILLE ELEMENTARY	2 times per week
WOODVILLE ELEMENTARY	2 times per week
US POST OFFICE-TALLAHASSEE	Weekly
CAPITAL TRUCK INC	2 times per week
CHAIRES ELEMENTARY	3 times per week
BRADFORDVILLE BAPTIST CHURCH	Weekly
TALLAHASSEE RV PARK	2 times per week
W T MOORE SCHOOL	3 times per week
W T MOORE SCHOOL	3 times per week
LEON COUNTY LIBRARY	2 times per week
LIGHTHOUSE CHILDRENS HOME	2 times per week
VINEYARD SHELL #1009	2 times per week
LEON COUNTY FACILITY MANAG	2 times per week
MCNEIL PLUMBING	Weekly
LAKE BRADFORD ESTATES MOBILE	3 times per week

LAKE BRADFORD ESTATES MOBILE	3 times per week
SPERRY & ASSOCIATES	Weekly
GEM LAND COMPANY	Weekly
SAIA MOTORS	Weekly
FIRST COMMUNICATIONS	Weekly
BRADFORDVILLE COMMERCIAL CTR	Weekly
PANHANDLE COMMERCIAL	Weekly
Universal Electric of Tallahas	Weekly
MICROTEL INN & SUITES	2 times per week
MICCOSUKEE COMM PARK	Weekly
TALQUIN ELECTRIC	2 times per week
FT BRADEN COMM PARK	3 times per week
KATE IRELAND PARK	Weekly
TALQUIN ELECTRIC	Weekly
WOODVILLE COMM CENTER PARK	2 times per week
CECELIA JOYNER	Weekly
FLEA MARKET OF TALLAHASSEE	Weekly
USDA - US Forestry-Wakulla WC	Weekly
GCR TIRE CENTER	Weekly
BANNERMAN CROSSING LLC	Weekly
BANNERMAN CROSSING LLC	3 times per week
BANNERMAN CROSSING LLC	3 times per week
CAPITAL EURO CARS	2 times per week
FOOD GIANT SUPERMARKET	2 times per week
TALLAHASSEE TEEN CHALLENGE	Weekly
DOMINOS PIZZA	Weekly
BURGER KING 6288	2 times per week
GRAND VILLAGE MHP	Weekly
GRAND VILLAGE MHP	2 times per week
CK MART	Weekly
Three Sons Development PBA	2 times per week
CHAIRES COMMUNITY PARK	2 times per week
LOYAL ORDER OF THE MOOSE	2 times per week
CHICK FIL A	5 times per week
FERGUSON ENTERPRISES 1302	Weekly
KILLEARN LAKES ELEMENTARY	3 times per week
TLSE Petro #2	Weekly
LEON COUNTY FACILITIES MGMT	Weekly
R AND L CARRIERS GATOR FREIGHT	2 times per week
STORAGE ZONE	Weekly
PERSIMMON 200A LLC	5 times per week
PERSIMMON 200A LLC	5 times per week
MAXWELL'S STORE	Weekly
TRACTOR SUPPLY 1223	2 times per week
BRADLEYS COUNTRY STORE	Weekly
TALL TIMBERS RESEARCH	Weekly
TALLAHASSEE AUTO AUCTION	2 times per week
QUALITY BODY SHOP	2 times per week
BIG OAK RV PARK	3 times per week
BIG OAK RV PARK	2 times per week
CHAIRES PRE K	Weekly
FLORIDA BAPTIST CHILDRENS HOME	Weekly
FL FISH AND CONSERVATION COMM	Weekly
DEER LAKE MIDDLE SCHOOL	3 times per week
CAPITAL EUROCARS INC	2 times per week

REPO SUPERMARKET	Weekly
REVEL MEAT MARKET	2 times per week
Cinco De Mayo Restaurant	Weekly
Bradforville Commons Owners	4 times per week
Bradforville Commons Owners	2 times per week
Woodford Plywood	Weekly
DBA-FAIRFIELD INN LBA000020	2 times per week
ALL CUSTOM ALUMINUM	Weekly
BEARD EQUIPMENT COMPANY	2 times per week
CARLSTEDTS LLC	Weekly
Llake Jackson Trading post	4 times per week
SECOND HARVEST FOODS	Weekly
Horseshoe Plantation	Weekly
Horseshoe Plantation	Weekly
School of Math & Science	3 times per week
FSU Credit Union	2 times per week
Las Brazas Mexican Grill	Weekly
Bannerman 3	2 times per week
Zaxbys	3 times per week
Backwood Crossing	2 times per week
Tuff Shed Inc #601	Weekly
Goodwill	Weekly
Wharf Casual Seafood	2 times per week
Augustus Oak	Weekly
Kenwood Place Apts.	Weekly
Kenwood Place Apts.	Weekly
Fred George Park	Weekly
Consolidated Pipe & Supply	Weekly
Apalachee Point Apts	2 times per week
Apalachee Point Apts	2 times per week
Apalachee Point Apts	2 times per week
Two Men and a Truck	Weekly
United Building Products	Weekly
Dunkin Donuts #354829	2 times per week
CESC	2 times per week
Limelight Signs & Graphics LLC	Weekly
Dempsey Mayo 400 LLC	Weekly
Nesco Rentals	Weekly
Fresh 4 Less	4 times per week
Fresh 4 Less	4 times per week
Divvy Up Socks	2 times per week
Emerald Coast Striping	Weekly
Emerald Coast Striping	Weekly
Spero Investments LLC 1	Weekly
Spero Investments LLC #2	Weekly
HARDEES OF TALLAHASSEE	3 times per week
Hangar 38	2 times per week
Dairy Queen K&S Tallahassee	2 times per week
Springwood Estates MHP	2 times per week
Villas at Killearn Lakes	Weekly
VP Racing	Weekly
Dempsey 500	Weekly



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

January 10, 2020

BRYAN DESLOGE
District 4
Chairman

RE: RFP Title: Waste Collection Services in Leon County
Bid No: BC-01-17-20-24
Opening Date: January 17, 2020 at 2:00 PM

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

NOTICE TO VENDORS

JIMBO JACKSON
District 2

Due to issues in the conversion process, it appears that there were issues with the formatting of the document. This caused some of the questions and answers to not be addressed in Addendum #1. Below are the revised questions and answers from Addendum #1.

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

Answers to Vendor Submitted Questions

NICK MADDOX
At-Large

Question #1: Since my company was the only bidder for the previous solicitation, and the minimum requirements were reduced from the previous bid, may I request that my documentation for the original technical bid review be returned to me and be resubmitted for this solicitation?

Answer: In an effort to be consistent in the solicitation process, the original documents from the previous bid will not be returned. Please submit a new technical bid package for this solicitation.

VINCENT S. LONG
County Administrator

Question #2: Could you please provide the IDENTICAL TIE BID form (page 12 of the RFP)? I haven't found it within the ITB document.

Answer: Please see item #1 of the Addendum.

HERBERT W.A. THIELE
County Attorney

Question #3: Would the County consider adding a M/WBE goal unto this bid? There are several government agencies that have decided to add a goal unto their solid waste collection and recycling bids. For instance, Palm Beach County Solid Waste Authority, Broward County, Hillsborough County just to name a few. As a certified Leon County minority owned business, this would be a huge opportunity for my firm and other county vendors and ensure economic growth and opportunity within the county and eliminate barriers that inhibit MBE and WBE participation in your procurement process.

Answer: Leon County expends no funds, as this is a Franchise Agreement. Therefore, MWSBE does not apply.

Question #4: Could you provide tonnage reports, by day and by truck identification or load identification for the entire year 2018 and 2019 YTD, for each waste stream that is tracked (refuse, recycling, yard waste and bulk waste)?

Answer: Detail can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents. These reports are for demonstration purposes only to draw general trends and observations and are not guaranteed for accuracy.

Question #5: Could you break down the number of commercial tons provided on page 3 of the ITB between frontload tons and roll-off tons?

Answer: Detail can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.

Question #6: Could you please provide a copy of the last six months' invoices?

Answer: It is unclear what is meant by "invoices" as neither the current vendor nor the County invoice one another. The nature of this agreement is exclusive franchise, the vendor directly invoices subscribers as stated in Section III E "Bidders will be responsible for billing all Residential Customers for collection service and Commercial Customers for collection and disposal. The County has a non-ad valorem assessment to fund disposal of residential waste."

Question #7: Could you please provide a map showing the current collection days for each material?

Answer: This information is currently being collected. This question will be answered in Addendum #2 which is anticipated to be released by the end of the week.

Question #8: Could you please confirm that at the beginning of the contract we don't have to renew all carts?

Answer: Please see 3.6.2 of the draft Agreement.

Question #9: Are there currently residents with extra carts? If so, how many?

Answer: Detail can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.

Question #10: Will Garbage and Bulk Waste be able to be collected in the same truck during the same collection event?

Answer: See Sections 2.8.5 and 6.4.7 of the draft Agreement.

Question #11: Is the current provider using Single axle or smaller capacity rear loaders, pickup trucks with dump bodies, etc.? Could you please provide a map identifying any difficult areas?

Answer: Yes, a smaller capacity dual container truck is used in some difficult areas; however, a majority of difficult service areas have arrangements to bring the containers to a central collection point as outlined in the Agreement. Sometimes a pickup and trailer is used for bulk pickup. A box truck is used mainly for cart delivery.

- Question #12:** Can the County please provide the recent history of any Liquidated Damages on a monthly and or an annual total?
- Answer:** A monthly summary can be found in the Addendum #1 Supplemental Information spreadsheet posted on the Supplemental Solicitation Documents page on the Leon County website at: www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.
- Question #13:** Could you please provide all the non-handicapped residents that receive backdoor service; and the current rate they pay?
- Answer:** As stated in Section II 2. "Currently, approximately 400 customers receive medical Back Door service and 21 non-medical customers elect to pay for Courtesy Back Door service." Current subscribers pay an additional \$15.00 per month for non-medical Courtesy back door service.
- Question #14:** Can you provide a list of the current commercial businesses along with the number of containers, type, size and rate?
- Answer:** This information is currently being collected. This question will be answered in Addendum #2 which is anticipated to be released by the end of the week.
- Question #15:** Could you please provide the actual number of residential customers subscribed?
- Answer:** The exact number of subscribers fluctuates daily. As stated in Section II 2. "Currently an estimated 27,200 residents subscribe."
- Question #16:** Does the City have any inter-local agreement that is expected to expire during the term of the contract? Does the County expect or have knowledge of any upcoming / future annexation?
- Answer:** There is currently no interlocal specific to waste collection. Annexation occurs at the request of the City.
- Question #17:** Are all the current carts (garbage and recycling) outfitted with RFID tags? Does the County have an estimated number of carts that have to be renewed at the beginning of the contract?
- Answer:** The current Agreement requires RFID. The exact number of subscribers, and therefore carts, fluctuates daily. As stated in Section II 2. "Currently an estimated 27,200 residents subscribe."
- Question #18:** I'm trying to download the "Price sheet" at www.leoncountyfl.gov/purchasing/Supplemental-Solicitation-Documents and it says "404 - File or directory not found. The resource you are looking for might have been removed, had its name changed, or is temporarily unavailable." I haven't found the spreadsheet in the County website either, so could you please provide with the next addendum?
- Answer:** See item #2 of this addendum. This is a PDF version of the price sheet. It is also posted on the Supplemental Solicitation Documents page at www.leoncountyfl.gov/home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents.
- Question #19:** In order to properly calculate the commercial disposal expenses, could you please provide the designated facility tipping fees? Also, do we have to pay processing fee for commercial recyclables? If so, could you please provide the processing fee and the current commercial recycling tons per year?
- Answer:** The Designated Facility for solid waste is the Leon County Transfer Station, tip fee is \$42.15 per ton. Contact the designated facility for recyclables, Marpan Recycling for commercial tip fee. The current vendor reports no commercial recycling customers at this time.

Question #20: According to the contract, “The Contractor shall establish and maintain an office within Leon County where complaints can be received by phone, electronic mail, or in person”. Can we have the Yard with the truck storage and the maintenance shop in another County like Gadsden for example?

Answer: Yes.

Question #21: Could you please clarify item 2.8.3. (page 43)? According to the formula it seems that the County is assuming that each commercial cart is going to generate 1 tons per year. Is that assumption correct?

Answer: Yes, the assumption is 1 ton per year.

Question #22: According to item 3.1.2. (page 45) “Upon request, the Contractor shall provide and deliver a 65-gallon Solid Waste Cart in lieu of a 96-gallon cart at no charge to the customer. The Contractor shall provide one Solid Waste Cart exchange per Residential Customer per Contract Year, and may charge thirty dollars (\$30.00) for any additional Solid Waste Cart exchanges during that Contract Year” Does this mean that each resident has the right to swap out for free the size of the cart up to 7 times during the initial length of the contract?

Answer: Yes in concept, although the current contract has no known occurrences.

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-12-20-19-24

Bid Title: Solid Waste Collection Services in Leon County
 Opening Date: Friday, January 20, 2020 at 9:00 AM

Item/Vendor	Waste Pro	FCC	Waste Mgmt FL
Response Sheet with Manual Signature	✓	✓	✓
Addendum #1	✓	✓	✓
Addendum #2	✓	✓	✓
Bidder Information Form	✓	✓	✓
Equal Opportunity and Affirmative Action	✓	✓	✓
Affidavit Immigration	✓	✓	✓
Insurance Certification Form	✓	✓	✓
Drug Free Workplace Form/ <i>Identical in Bids</i>	✓	✓	✓
Bid Bond	✓	✓	✓
Pricing (Sealed)	✓	✓	✓

RECEIVED
 2020 JAN 17 AM 9:01
 PURCHASING DIVISION
 LEON COUNTY

Tabulated By:

W B Hooley

LEON COUNTY PURCHASING DIVISION
 BID PRICE TABULATION SHEET
 BC-01-17-20-24

Bid Title: Solid Waste Collection Services in Leon County

Opening Date: January 17, 2020 at 2:00

ITEM/VENDOR	Waste Pro	FCC
Residential Collection (Monthly Fee per Customer)	18.97	18.19
Residential Non-Medical Back Door (Monthly Fee per Customer)	15.00	15.00
Commercial Non-Compaction per container per cubic yard	9.95	9.98
Commercial Compaction Pull Charge - 20 cubic yards (per pull)	235.00	200.00
Commercial Compaction Pull Charge - 30 cubic yards (per pull)	265.00	200.00
Commercial Compaction Pull Charge - 40 cubic yards (per pull)	290.00	200.00
Commercial Waste - One Cart (per month charge)	30.52	24.00
Commercial Waste - Two Carts (per month charge)	59.87	27.00
Commercial Waste - Three Carts (per month charge)	89.23	30.00
Commercial Waste - Additional 95-gallon cart (per month charge)	18.51	3.00
Commercial Recycling - Paper - 65-gallon cart (per month Charge)	28.02	24.00
Commercial Recycling - Paper - 2 cubic yard dumpster (per month charge)	69.36	86.63
Commercial Recycling - Paper - 4 cubic yard dumpster (per month charge)	92.48	173.25
Commercial Recycling - Paper - 6 cubic yard dumpster (per month charge)	115.59	259.88
Commercial Recycling - Paper - 8 cubic yard dumpster (per month charge)	138.71	346.51
Commercial Recycling - Comingled Containers - 65-gallon cart (per month charge)	28.27	24.00
Commercial Recycling - Comingled Containers - 2 cubic yard dumpster (per month charge)	69.70	86.63
Commercial Recycling - Comingled Containers - 4 cubic yard dumpster (per month charge)	92.92	173.25
Commercial Recycling - Comingled Containers - 6 cubic yard dumpster (per month charge)	116.15	259.88
Commercial Recycling - Comingled Containers - 8 cubic yard dumpster (per month charge)	139.38	346.51
Commercial Recycling - Single Stream Recyclables - 65-gallon cart (per month charge)	28.52	24.00
Commercial Recycling - Single Stream Recyclables - 2 cubic yard dumpster (per month charge)	70.03	86.63
Commercial Recycling - Single Stream Recyclables - 4 cubic yard dumpster (per month charge)	93.37	173.25
Commercial Recycling - Single Stream Recyclables - 6 cubic yard dumpster (per month charge)	116.70	259.88
Commercial Recycling - Single Stream Recyclables - 8 cubic yard dumpster (per month charge)	140.05	346.51

Tabulated by:

N. B. H. H. H. H. H.

Shelley Kelley
 Posted February 3, 2020

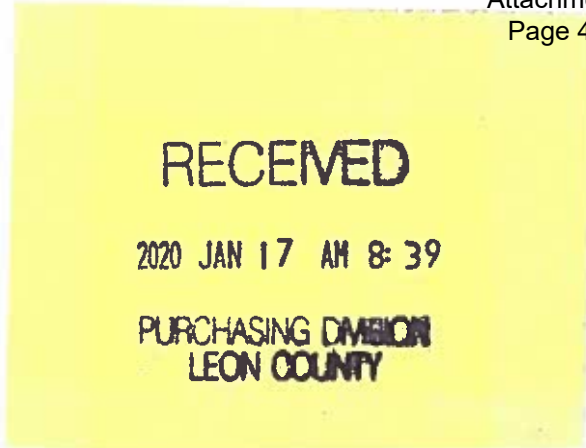
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2020 JAN 17 PM 2: 01

PURCHASING DIVISION
LEON COUNTY



Response for
Leon County, FL
January 17, 2020



RE: BC-01-17-20-24-TECHNICAL RESPONSE



Submitted to:

Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Submitted by:

Inigo Sanz
FCC, SA
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10077 Grogans Mill Rd, Suite 466
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(281) 468-2259 (T)
(832) 442-3636 (F)
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ORIGINAL

Inigo Sanz

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a delivery order is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in all sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal. HANDLE AS BUSINESS SENSITIVE."



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1. BID RESPONSE SHEET



ATTACHMENT A – BID FORMS

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

Bryan Desloge
Chairman

This bid is submitted by the below named company/individual by the undersigned authorized representative.

BY Fomento de Construcciones y Contratas, SA (d.b.a. FCC, SA)
(Company Name)


(Authorized Representative)

Inigo Sanz - Managing Director
(Printed or Typed Name and Title)

ADDRESS 10077 Grogans Mill Rd, suite 466
The Woodlands, TX 77380

TELEPHONE (281) 468-2259

FAX (832) 442-3636

FEID or SSN 981103589

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated January 7, 2020 Initials IS

Addendum #2 dated January 10, 2020 Initials IS

Notice-to-Vendors #3 dated January 10, 2020 Initials IS

Addendum #4 dated _____ Initials _____

Addendum #5 dated _____ Initials _____



2. BIDDER QUALIFICATIONS/REFERENCES/BIDDER INFORMATION FORM

Fomento de Construcciones y Contratas, SA. (d.b.a. FCC, SA) is pleased to provide our response to Leon County FL ITB # BC-01-17-20-24 "Solid Waste Collection Services".

If we are fortunate enough to be selected as your service provider, it is the intention of FCC, SA to manage the Contract through our wholly-owned subsidiary FCC Environmental Services Florida, LLC which handles all of our contracts in the state of Florida.

FCC was founded in 1992 following the merger of two companies: Construcciones y Contratas (1944) and Fomento de Obras y Construcciones (1900). Since then, we have worked to become a company that provides high-quality services for citizens on a daily basis. The company's largest shareholder is Carlos Slim (61.11%), along with other important shareholders such as the Koplowitz family (20.01%) and Bill Gates (5.73%). FCC is a publicly traded company on the Spanish stock exchange and **one of the largest and oldest waste management companies in the world**. Municipal services have been FCC's core activities for more than 100 years starting with its first contract for collection services for municipalities in the City of Barcelona in 1911.

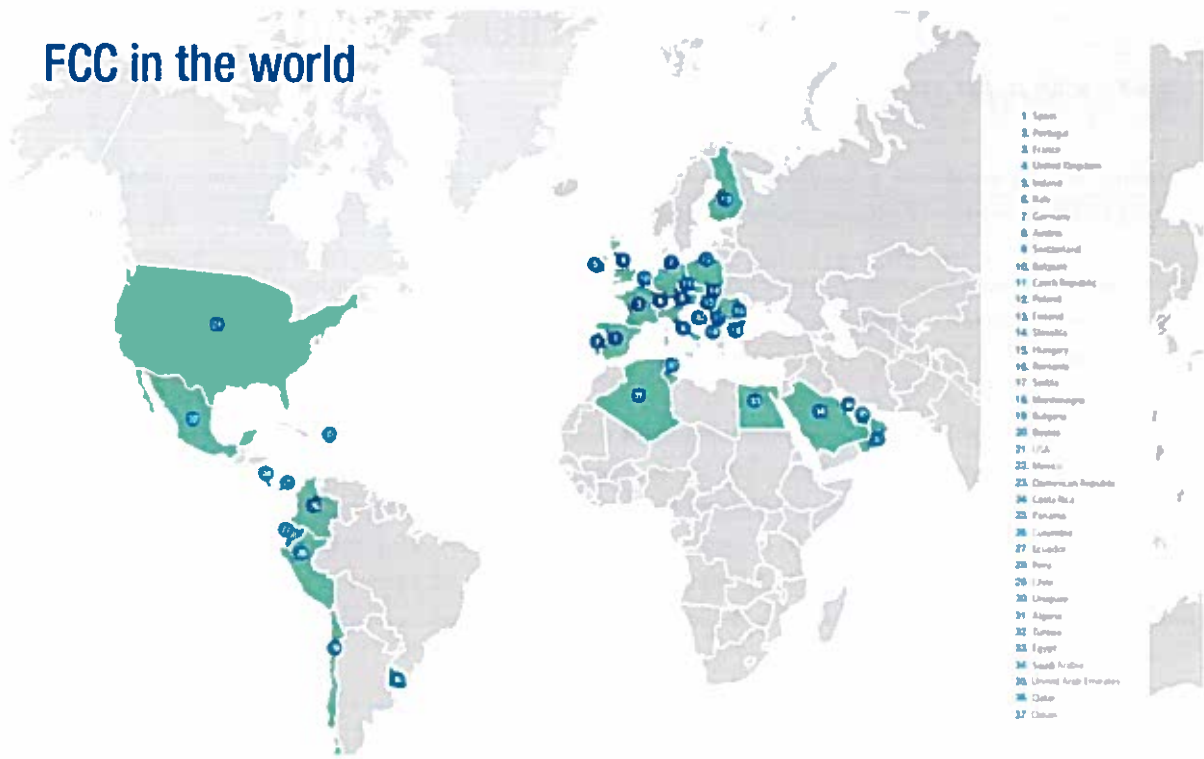
This contract award was a very important milestone in the Company's history, as it marked the first incursion into the services field. We have been rendering this service uninterruptedly in Barcelona since 1911 through successive contract awards since that time.



Road cleaning in Barcelona. Animal-drawn car: to provide street cleaning service

FCC's goal is to deliver industry leading environmental, waste and water, infrastructure, and renewable energy generation, including waste to energy, services to citizens around the globe. Today, FCC is one of the world's largest waste management and recycling companies with a presence in over 35 countries. 48% of our turnover comes from international markets. FCC's more than 54,000 employees worldwide interact with citizens on a daily basis and focus on constantly increasing sustainability.

FCC's services include the collection, treatment, and removal of solid waste, cleaning public roads, maintenance of sewage networks, maintenance of green areas, street furniture, industrial waste treatment and removal, and integrated water management. These activities have a large presence in many areas of Europe, the Americas, and Africa. FCC began its international experience at the end of the 90s' and the markets in which has grown in recent years are USA, Latin America, and Africa.



The company operates in over 5,000 municipalities across the world where it improves the well-being of over 59 million citizens. It boasts over 100+ years of experience, which is reflected in the diversity of services it provides: collection, treatment, recycling, energy recovery and disposal of solid urban waste, street cleaning, sewer network maintenance, ground maintenance and preservation of green spaces, polluted soils recovery and comprehensive management of industrial waste.

We offer towns and municipalities a wide range of municipal services on a high technical and technological level. We strive for close long-term cooperation that enables us to invest into further development of services and technologies. We also provide comprehensive waste management services for industrial, commercial and retail companies.

As a waste management leader we have nearly 1.3 million containers, carts and bins of all sizes and more than 16,000 trucks or special vehicles to ensure secure and efficient collection and transport of all waste for further treatment. FCC's own fleet of vehicles ensures sophisticated logistics and controls on the quality of the collected waste. FCC is committed to using technological innovation in the services it provides to help improve the well-being of citizens and to make cities in which it operates more sustainable. As a result, we have one of the most advanced fleet of vehicles in the world, equipped with the most innovative systems: over 2,000 collection trucks with a sustainable propulsion system including electric, hybrid and natural gas vehicles.



The following information is a list of relevant municipal contracts FCC or its subsidiaries are currently supporting around the world. FCC will provide any additional information of the contracts listed if requested.

FCC: Some of the more relevant Waste Collection and Recycling Services Municipal contracts						
COUNTRY	CONTRACTING MUNICIPALITY	POPULATION SERVED	CONTRACT	CONTRACT	CONTRACT PERIOD	ANNUAL REVENUES
			START DATE	END DATE		
United States	Orange County, Florida (Zone 4)	115,000	January 1, 2016	December 31, 2025	10 years	\$5,250,000
	Orange County, Florida (Zone 5)	125,000	January 1, 2016	December 31, 2025	10 years	\$5,750,000
	Polk County, Florida (West Zone)	225,000	October 1, 2017	September 30, 2024	7 years	\$9,000,000
	City of Rowlett, Texas	62,000	October 1, 2017	September 30, 2024	7 years	\$6,500,000
	Palm Beach County, Florida (Zone 3)	225,000	October 1, 2019	September 30, 2026	7 years	\$14,000,000
	Palm Beach County, Florida (Zone 4)	240,000	October 1, 2019	September 30, 2026	7 years	\$13,000,000
	Polk County, Florida (Commercial)	225,000	September 2, 2019	September 1, 2023	Up to 4 years	\$150,000
	Volusia County, Florida	135,000	April 1, 2020	September 30, 2027	7 years	\$11,000,000
	City of Omaha, Nebraska	486,000	January 1, 2021	December 31, 2030	10 years	\$23,500,000
	City of Dallas, Texas Single-Stream Recycling Facility	1,100,000	January 1, 2017	December 31, 2031	15 years	\$10,000,000
	City of Houston, Texas Single-Stream Recycling Facility	2,200,000	March 11, 2019	March 10, 2034	15 years	\$12,000,000
	City of Houston Biosolids, Texas	2,200,000	September 30, 2019	September 29, 2024	5 years	\$5,700,000
	City of University Park (TX), Recyclable Materials Processing and Marketing	24,000	January 2, 2017	January 1, 2022	5 years	\$275,000
	City of Garland (TX), Biosolids and Recyclable Materials Processing and Marketing. Included Garland ISD	220,000	December 1, 2019	April 3, 2021	18 months	\$1,500,000
	City of Mesquite (TX), Recyclable Materials Processing and Marketing	143,500	December 1, 2019	February 28, 2021	15 months	\$300,000
	City of Huntsville (TX), Processing and Marketing Recyclable Materials	40,000	November 23, 2019	November 23, 2020	1 year	\$100,000
City of Lewisville (TX), Recyclable Materials Processing and Marketing	143,500	November 1, 2018	October 31, 2027	9 year	\$225,000	
Spain	Madrid	2,150,000	November 1, 2016	October 31, 2020	4 years	\$63,000,000
	Zaragoza	701,000	January 6, 2008	January 6, 2020	12 years	\$20,727,000
	Barcelona	638,000	January 11, 2009	January 11, 2017	8 years	\$121,250,000
	Valencia	367,000	May 11, 2005	March 10, 2020	15 years	\$26,700,000
	Bilbao	345,000	October 1, 2017	September 30, 2021	4 years	\$18,270,000
	Vigo	299,000	January 4, 2001	March 31, 2020	19 years	\$29,860,000
	Hospitalet de Llobregat	255,000	January 1, 2011	January 1, 2021	10 years	\$28,337,500
	Vitoria	245,000	July 1, 2015	June 30, 2023	7 years	\$32,382,000
	Badajona	215,000	July, 2010	July, 2020	10 years	\$21,645,500
	Castellon de la Plana	171,000	February, 2010	July, 2025	15 years	\$16,995,667
	Badajoz	150,000	January 10, 2010	January 10, 2022	12 years	\$11,500,000
Salamanca	145,000	January 8, 2007	January 7, 2019	12 years	\$18,810,000	
Avila	58,900	February 6, 2010	February 6, 2019	9 years	\$5,518,000	
United Kingdom	Herefordshire CC	179,300	November 2, 2009	November 1, 2023	14 years	\$6,264,720
	Telford & Wrekin U/ A	166,000	April 2, 2001	March 31, 2019	18 years	\$2,195,886
	Wychavon D C	116,900	April 1, 2018	April 1, 2028	10 years	\$5,099,644
	Harborough	85,300	April 1, 2016	March 31, 2023	7 years	\$6,611,220
	West Devon B/C/	53,500	April 3, 2017	April 1, 2019	2 years	\$2,731,617
Portugal	Vila Real	51,900	March 15, 2014	March 15, 2019	5 years	\$1,540,000
Austria	City of Baden	25,000	January 1, 2018	January 1, 2023	5 years	\$385,350
	AWS Schwechat	17,000	January 1, 2018	January 1, 2023	5 years	\$159,779
Czech Republic	City of Liberec	102,000	July 1, 2010	December 31, 2025	16 years	\$4,188,800
	City České Budějovice	93,500	July 1, 2002	Indefinite period	> 16 years	\$2,807,376
	City of Prostějov	44,000	January 1, 2017	December 31, 2024	8 years	\$1,945,938
Poland	City of Zabrze	173,000	April 1, 2017	March 31, 2020	3 years	\$6,079,050
	City of Lubin	74,000	July 1, 2013	June 30, 2023	10 years	\$3,646,720
Bulgaria	Sofia	190,000	May 31, 2015	May 31, 2020	5 years	\$5,506,463
	Dobrich	91,000	January 1, 2018	January 1, 2019	1 year	\$1,615,415
Serbia	Kinkinda Municipal Association	65,500	September 1, 2007	August 31, 2031	25 years	\$2,171,400
	Lapovo Municipal Association	35,000	January 1, 2013	December 31, 2031	18 years	\$1,481,480



The chart below summarizes the most important milestones of FCC's activities.

- Over 115 years devoted to Environmental Services**
- 1900 – Fomento de Obras y Construcción S.A. (Focsa) is constituted
 - 1902 – First Hydraulic works. Sewage system of Barcelona
 - 1911 – First contract of urban sanitation. Barcelona
 - 1928 – Motor vehicles begins in city sanitation services
 - 1940 – Award of RSU Madrid & Zaragoza. Barcelona first incinerator
 - 1994 – Construcciones y Contratas S.A. (CYCSA) is established
 - 1960 – First waste recycling plant in Tarragona
 - 1974 – Collection contract awarded in Barcelona for 25 years
 - 1981 – First International contract: Caracas (Venezuela)
 - 1989 – First contract awarded in United Kingdom (Brighton)
 - 1992 – Merger of CYCSA and FCCSA: FCC
 - 1998 – First natural gas truck in the industry
 - 2002 – Collection & street cleansing contract in Cairo (Egypt) for 15 years
 - 2006 – Acquisition of Waste Recycling Group (WRG) (United Kingdom)
 - 2006 – Acquisition of ASA (Austria)
 - 2008 – Begin environmental operations in the US**
 - 2010 – First incineration plant in Austria (Zistersdorf)
 - 2012 – Buckinghamshire (UK) awards 30-year waste management contract.
 - 2014 – City of Houston (Texas, US) Biosolids Waste Management for 5 years
 - 2015 – Solid Waste collection contract in Orange County (Florida, US) for 10 years
 - 2015 – Design Build & Operate a Single-Stream Recycling Facility Contract City of Dallas, (Texas, US)
 - 2016 – Solid Waste collection contract in Polk County (Florida, US) for 10 years
 - 2016 – Process Recycling Materials in City of University Park Contract for 5 years, (Texas, US)
 - 2017 – National Waste & Recycling Association (NWRA) awarded FCC for "Best Recycling Facility of the Year 2017"
 - 2017 – Process Recycling Materials in City of Garland Contract up to 5 years, (Texas, US)
 - 2017 – Process Recycling Materials in City of Mesquite contract up to 5 years, (Texas, US)
 - 2017 – Solid Waste collection (residential and commercial) contract in Rowlett (Texas, US) for 10 years
 - 2018 – Design Build & Operate a Single-Stream Recycling Facility contract in City of Houston, (Texas, US)
 - 2018 – City of Garland (Texas, US) Biosolids Waste Management
 - 2018 – Process Recycling Materials in City of Lewisville contract up to 9 years, (Texas, US)
 - 2019 – Solid Waste collection contract in Palm Beach County (Florida, US) for 7 years
 - 2019 – Commercial collection contract in Polk County (Florida, US) for up to 4 years
 - 2019 – Solid Waste collection contract in Volusia County (Florida, US) for 7.5 years
 - 2019 – Solid Waste collection contract in City of Omaha (Nebraska, US) for 10 years
 - 2019 – City of Houston (Texas, US) Biosolids Waste Management for 5 years
 - 2019 – Process Recycling Materials in City of Huntsville contract up to 3 years, (Texas, US)

FCC in the U.S.

FCC's US based environmental services is headquartered in Houston (TX) and has been present in the US since 2008.

FCC has several contracts in the US, one of which is a 5 year contract with the City of Houston (TX) for Municipal Waste. This contract has been recently renewed with a value of \$35.7 M, including 13 trucks, 40 end dump trailers, 4 vacuum tanker trailers, and roll-off boxes. FCC provides transportation and disposal of the waste generated in the water treatment plants.



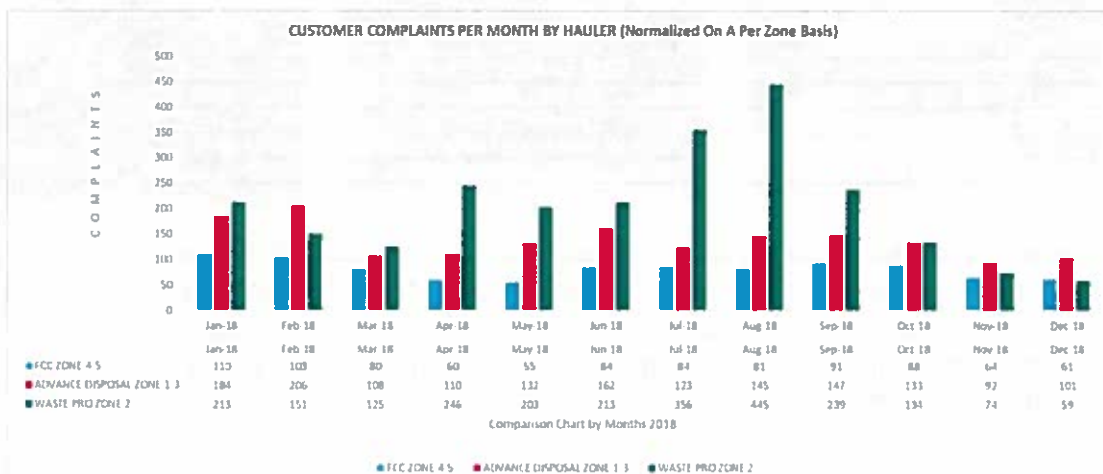


FCC currently provides service for a 10 year contract in Orange County (FL) for collection of solid waste and recyclables. Collection services provided to 87,000 residential households include solid waste, recycling, yard waste, and bulky waste. We operate 31 automated side loaders, 15 rear loaders, 2 grapple trucks, and 2 flatbed trucks all running on CNG fuel. For this contract, Orange County transitioned from twice per week Solid Waste, rear load, hand pick curbside collection service and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service. To help communicate the service changes to all residents, FCC distributed door hangers twice prior to the start of the contract.

In order to administer services under the Orange County contract, FCC employs a total of 42 drivers, 8 helpers, 4 technicians, and 7 management and administrative staff. FCC trained all drivers on the new fully automated side loader CNG trucks. To ensure that all personnel were properly trained, initial hiring and training took place during the 3 months prior to the start of the contract.

Since the start of the new collection services in Orange County, FCC has become the best performing service provider among the three collection companies providing service to the County. FCC has continually been the best with the lowest number of service complaints. This cannot be achieved without an excellent team and a great partnership with our customer.

The table below shows the number of complaints received during 2018 in Orange County (FL), as provided by the Orange County Solid Waste Department. FCC currently provides collection services to zone 4 and 5, Advanced Disposal to Zone 1 and 3 and Waste Pro to zone 2. As you can see, FCC has the highest level of customer satisfaction according to OCSW department data.



FCC has another large collection contract in Florida (refuse, recycling, yard and bulk waste) in Polk County (up to 10 year). We began to provide the service for more than 76,000 homes in October 2017. Service is provided with 22 automated side loaders, 13 twenty five CY rear loaders, 2 eight CY rear loader, 2 grapple trucks, and 2 pickups with trailer. For this contract, Polk County transitioned from recycling in 18G bins to 65G carts serviced with automated side load trucks.



For the City of Rowlett (TX), FCC provides collection services for over 19,000 homes as well as over 500 local commercial customers consisting of frontload and roll off collection. Like Polk County, we began this contract in October of 2017, have provided superior service and have become involved in the community by participating in all locally sponsored cleanup events as well as members of the local Chamber of Commerce.

For Palm Beach County (FL) FCC provides collection services for over 107,000 single family homes as well as over 1,800 local commercial customers consisting of frontload and roll off collection. In Polk County (FL) FCC started September 2, 2019 the collection service for more than a 105 commercial dumpsters, plus open top roll-offs and compactors. In Volusia County, FL FCC will provide collection services for over 45,000 single family homes.



FCC is currently providing service for the City of Dallas (TX) for a 15 year, plus 10 year extension, contract for the design, build, and operation of a Single Stream Recycling facility. The design and build portions of the service were completed in November of 2016 and processing began on January 2nd, 2017. FCC operates the facility, and processes all single stream recyclable material from the City of Dallas and surrounding areas over the next 25 years.

FCC's Dallas MRF was recognized as the most advanced and modern Materials Recycling Facility in the United States by most recycling experts and by the City of Dallas' audit team. In addition to processing the recyclable materials for the City of Dallas, we provide services for the City of University Park (TX), the City of Garland (TX), Garland ISD (TX), City of Mesquite (TX), the City of Rowlett (TX) and the City of Lewisville (TX), where we process all of their single stream recyclable materials. We look to add many additional customers, both municipal and commercial, in the Dallas Metroplex area in the coming year.



FCC also has designed, built and currently operates its second MRF in the US in the City of Houston (TX). Out of this MRF we provide recycling services for more than 390,000 homes subscribed to the curbside collection by the City of Houston (TX). It was built in a 120,000 sq. ft. building and has been designed to process 145,000 tons of recyclables a year. With the latest technology in the industry we are able to recover the small boxes of cardboard coming from the "Amazon Effect" and is able to automatically sort the plastic backs out of the flow stream. We currently provide services to the City of Houston (TX), the City of La Porte (TX), the City of Huntsville (TX) and some other local waste collection companies.

In both of our MRFs we do accept glass as part of the Material Recycling Program. Our material is sold locally in the U.S. and we are proud to say that some of our material final product has being recognized to be one of the best in the State of Texas.



FCC is an expert in providing many different types of collection services with various types of trucks and equipment. FCC's goal is to understand our customer's needs and provide customized solutions based upon those needs. FCC is a leader in providing service in limited space and size restricted areas, such as narrow streets and alleyways. Many municipalities where we provide services do not have large, open roadways or streets that provide access for large collection trucks. FCC customizes its fleet based on the service requirements.





One example of the equipment primarily used is a small, single axle truck that is able to collect space confined streets of residential areas. The loads are then offloaded or dumped into a larger truck for transport to a disposal facility. Other examples are full electric or hybrid trucks that are able to operate very quietly in space confined residential areas inside of major cities. Because of FCC's expertise in collecting waste in these situations, we were able to bring that knowledge and provide excellent alleyway collection service to Orange County (FL) and Rowlett (TX).



In addition to our ability to provide excellent close quarter, narrow street and alleyway collection services, we offer many other services, such as; Rear-loader collection, Side-loader collection, Clamshell collection, Front-loader collection and Roll-Off and Industrial collection.

Always striving to be a leader in the environment and depending on our customer's needs, our trucks may be fueled with diesel, biodiesel, C.N.G., hybrid and full electric engines.

We serve different types of units: single-family, multi-family, commercial, industrial and public facilities.

We are experienced in collecting different types of waste: Solid Waste, Single and Dual Stream Recycling, Yard Waste, Bulk Waste and Food/Organic Waste.

FCC can provide a management system on our vehicles: RFID carts-dumpsters readers, GPS location system, two way radios and 3rd Eye camera system.

FCC provides collection vehicles equipped to meet the requirements by applicable laws including: safety, equipment, and first aid supplies; fire extinguisher; heavy-duty broom; a rake and a large dustpan; spill response kit; audible backup warning device and back up cameras.



2020 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F14000005352

Entity Name: FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC.

Current Principal Place of Business:

0172 LEY ROAD
HOUSTON, TX 77078

Current Mailing Address:

10077 GROGANS MILL ROAD,
SUITE 466F
THE WOODLANDS, TX 77380 US

FEI Number: 98-1103589

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

FILED
Jan 16, 2020
Secretary of State
4743821574CC

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	CHRM	Title	DIRECTOR
Name	ALCOCER KOPLOWITZ, ESTHER	Name	SAMEDE INVERSIONES 2010, SLU
Address	AV CAMINO DE SANTIAGO 40	Address	AV CAMINO DE SANTIAGO 40
City-State-Zip:	MADRID 28040	City-State-Zip:	MADRID 28040
Title	DIRECTOR	Title	DIRECTOR
Name	EAC INVERSIONES CORPORATIVAS SL	Name	DOMINIUM DIRECCION Y GESTION, SA
Address	AV CAMINO DE SANTIAGO 40	Address	AV CAMINO DE SANTIAGO 40
City-State-Zip:	MADRID 28040	City-State-Zip:	MADRID 28040
Title	DIRECTOR	Title	DIRECTOR
Name	INMOBILIARIA AEG, SA DE CV	Name	RODRIGUEZ TORRES, JUAN
Address	AV CAMINO DE SANTIAGO 40	Address	AV CAMINO DE SANTIAGO 40
City-State-Zip:	MADRID 28040	City-State-Zip:	MADRID 28010
Title	DIRECTOR	Title	DIRECTOR
Name	ABOUMRAD GONZÁLEZ, ALEJANDRO	Name	KURI KAUFMANN, GERARDO
Address	AV CAMINO DE SANTIAGO 40	Address	AV CAMINO DE SANTIAGO 40
City-State-Zip:	MADRID 28040	City-State-Zip:	MADRID 28040

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 887, Florida Statutes; and that my name appears above, or in an attachment with all other like empowered.

SIGNATURE: SANTIAGO CARRASCO

AUTHORIZED
REPRESENTATIVE

01/16/2020

Electronic Signature of Signing Officer/Director Detail

Date





Officer/Director Detail Continued :

Title DIRECTOR
Name GIL MADRIGAL, MANUEL
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID 28010

Title DIRECTOR
Name VAZQUEZ DE LAPUERTA, ALVARO
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID 28040

Title AUTHORIZED REPRESENTATIVE
Name CARRASCO, SANTIAGO
Address 10077 GROGANS MILL ROAD
 SUITE 486
City-State-Zip: THE WOODLANDS TX 77350

Title ASST. SECRETARY
Name BERNABE GARCIA PEREZ, FELIPE
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID 28040

Title DIRECTOR
Name GOMEZ GARCIA, ANTONIO
Address AV CAMINO DE SANTIAGO
City-State-Zip: MADRID MADRID 28040

Title DIRECTOR
Name SALEM SLIM, ALFONSO
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID SPAIN 28040

Title DIRECTOR
Name PROGLIO, HENRI
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID 28040

Title AUTHORIZED REPRESENTATIVE
Name SANZ, INIGO
Address 10077 GROGANS MILL ROAD
 SUITE 486
City-State-Zip: THE WOODLANDS TX 77380

Title SECRETARY
Name VICENT CHULIA, FRANCISCO
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID 28040

Title DIRECTOR
Name JARQUE URIBE, CARLOS MANUEL
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID 28040

Title CEO
Name COLIJO ABRIL, PABLO
Address AV CAMINO DE SANTIAGO 40
City-State-Zip: MADRID SPAIN 28040



a. References

ATTACHMENT A – BID FORMS

BIDDER INFORMATION FORM

Bidder shall complete this form to demonstrate it meets the minimum qualifications specified in Section IV. Bidder may attach any supplemental information necessary to make such demonstration. Pages of this form may be copied to provide additional reference information.

1. Reference #1

Company/Bidding Entity: Fomento de Construcciones y Contratas, SA. (d.b.a FCC, SA)

Municipal/County Contact: Orange County (FL)

Municipal/County Address: 5901 Young Pine Rd Orlando, FL 32829

Municipal/County Employee Responsible for Contract Compliance: Allan Cole

Above Employee's Phone: (407) 836-6622 Fax: () Email: Allan.Cole@ocfl.net

Term of Contract: Start Date: 1/1/2016 End Date: 12/31/2025

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input checked="" type="checkbox"/>	Carted Solid Waste	87,649	X		
<input type="checkbox"/>	Manual Recycling				
<input checked="" type="checkbox"/>	Carted Recycling	87,649	X		
<input checked="" type="checkbox"/>	Yard Debris	87,649	X		
<input checked="" type="checkbox"/>	Bulky Waste	87,649	X		

Commercial Collection Service

Number of commercial customers: N/A

Compactor container service provided YES NO

Commercial recycling collection provided YES NO



ATTACHMENT A – BID FORMS

2. Reference #2

Company/Bidding Entity: Fomento de Construcciones y Contratas, SA. (d.b.a FCC, SA)

Municipal/County Contact: Palm Beach County (FL)

Municipal/County Address: 7501 N Jog Rd West Palm Beach, FL 33412

Municipal/County Employee Responsible for Contract Compliance: John Archambo

Above Employee's Phone: (561) 315-2010 Fax: () Email: jarchambo@swa.org

Term of Contract: Start Date: 10/1/2019 End Date: 9/30/2026

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input checked="" type="checkbox"/>	Carted Solid Waste	107,388		X	
<input checked="" type="checkbox"/>	Manual Recycling	107,388	X		
<input type="checkbox"/>	Carted Recycling				
<input checked="" type="checkbox"/>	Yard Debris	107,388	X		
<input checked="" type="checkbox"/>	Bulky Waste	107,388	X		

Commercial Collection Service

Number of commercial customers: 1,888

Compactor container service provided YES NO

Commercial recycling collection provided YES NO



ATTACHMENT A – BID FORMS

3. Reference #3

Company/Bidding Entity: Fomento de Construcciones y Contratas, SA. (d.b.a FCC, SA)

Municipal/County Contact: Polk County (FL)

Municipal/County Address: 10 Environmental Loop Winter Haven, FL 33880

Municipal/County Employee Responsible for Contract Compliance: Ana Wood

Above Employee's Phone: (863) 284-4319 Fax: () Email: AnaWood@polk-county.net

Term of Contract: Start Date: 10/1/2017 End Date: 9/30/2024

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input checked="" type="checkbox"/>	Carted Solid Waste	76,673	X		
<input type="checkbox"/>	Manual Recycling				
<input checked="" type="checkbox"/>	Carted Recycling	76,673	X		
<input checked="" type="checkbox"/>	Yard Debris	76,673	X		
<input checked="" type="checkbox"/>	Bulky Waste	76,673			On Call

Commercial Collection Service

Number of commercial customers: N/A

Compactor container service provided YES NO

Commercial recycling collection provided YES NO



ATTACHMENT A – BID FORMS

4. Reference #4

Company/Bidding Entity: Fomento de Construcciones y Contratas, SA. (d.b.a FCC, SA)

Municipal/County Contact: City of Rowlett (TX)

Municipal/County Address: 4000 Main Street, Rowlett, TX 75088

Municipal/County Employee Responsible for Contract Compliance: Gary Enna

Above Employee's Phone: (972) 412-6100 Fax: () Email: genna@rowlettx.gov

Term of Contract: Start Date: 10/1/2017 End Date: 9/30/2024

Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input checked="" type="checkbox"/>	Carted Solid Waste	19,570	X		
<input type="checkbox"/>	Manual Recycling				
<input checked="" type="checkbox"/>	Carted Recycling	19,570	X		
<input checked="" type="checkbox"/>	Yard Debris	19,570	X		
<input checked="" type="checkbox"/>	Bulky Waste	19,570	X		

Commercial Collection Service

Number of commercial customers: 507

Compactor container service provided YES NO

Commercial recycling collection provided YES NO



b. Senior Management Team

ATTACHMENT A – BID FORMS

4. Senior Management Team

Bidder shall have an experienced senior management team. Each member of the senior management team shall have at a minimum five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.

	Resume/Bio Provided	Five (5) Years Experience
Chief Executive Officer/ Managing Director: <u>Inigo Sanz</u>	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES
Chief Operating Officer/ Director of Collection Services: <u>Dan Brazil</u>	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES
General Manager/ Area Manager: <u>Charles Merkley</u>	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES



INIGO SANZ

The Woodlands, TX | (281) 468-2259 | inigosanz@gmail.com

STRATEGIC BUSINESS MANAGEMENT EXECUTIVE

- Highly motivated and experienced management professional skilled in orchestrating business strategy, operations, and fiscal excellence for successful organizations in the waste management industry, with experience in Europe and the Americas. Skilled in launching businesses in new markets.
- Offers a demonstrated record of results in multiple business environments. Skilled in Operations, Sales/Sales Management, Product, and Service development. Experienced in the negotiation of public contracts with government clients that include cities, counties, regional authorities, and national governments.
- Visualizes broad situations and executes focused strategies through exceptional leadership, with a command of the details necessary to ensure the successful resolution of complex issues. Skilled in quick-thinking and devising creative solutions to complex problems, capturing increased efficiency and productivity.
- Excels in the leadership and implementation of business planning processes while developing strategies to meet future challenges; leads major projects focused on revenue growth and improved collaboration, as well as internal process improvement and efficiency.

CORE SKILLS AND COMPETENCIES

- | | | |
|----------------------------|----------------------------------|-------------------------|
| ▪ Operations Leadership | ▪ Government Contracts | ▪ Executive Team Member |
| ▪ International Experience | ▪ Mergers & Acquisitions | ▪ Process Improvement |
| ▪ Team Leadership | ▪ Waste Management | ▪ Revenue Growth |
| ▪ Managing P&L and Budgets | ▪ Risk Management | ▪ Business Growth |
| ▪ Negotiations | ▪ Strategic Planning & Execution | ▪ Project Management |

SELECTED CAREER ACHIEVEMENTS

- Launched the first integral industrial waste management facility in Latin America in 1996, participating in the permitting, construction and start-up of a fully integrated facility in Santiago de Chile.
- Led the largest decontamination project in Europe, a \$210M project to remove chemical contamination from the Ebro River in Spain that threatened the drinking water supply for over 500,000 individuals.
- Achieved distinction as the first foreign company to be awarded a solid waste management contract in the United States, with 19 contracts signed in 4 years totaling \$1.9 billion.

PROFESSIONAL EXPERIENCE

GROUP FCC (2002 to Present)
 A demonstrated record of success and achievement at this multibillion European multinational company engaged in waste management, marked by a promotion to a position of increased influence, authority, and accountability. Valued as a top contributor capable of developing new businesses and achieving market penetration, with extensive international and multicultural experience.

2013 to Present: Chief Executive Officer for the Americas, Waste Management Division
 Promoted to create from scratch a new market in the United States, with authority now over 800 employees, all US business operations and sales, and full P&L accountability. Exercises responsibility for financials, business development, production, Human Resources, and administrative affairs.

- Outstanding results, cementing the company as a key competitor in the United States and securing 19 large-value contracts over a four-year period.



2002 to 2013: Chief Operations Officer for FCC Ambito

Led vision, strategy, and execution for all aspects of operations at the corporate headquarters in Spain, with 1600 employees and \$400M in annual revenue. Maintained accountability for the financial performance and operations of 130 waste treatment facilities throughout Europe and the United States, as well as all recycling facilities in South Europe.

- *Exercised the authority to negotiate the key terms and conditions of high level contracts, while administering multimillion dollar budgets with full P&L responsibility.*
- *Innovated groundbreaking strategic plans and ideas that served as the foundation for sustained growth.*

Early Career

Chief Executive Officer, Ekonor SA

- *Ekonor was the largest hazardous waste management company in Spain, with 200 employees, 15 treatment facilities, \$45M sales. Recruited as a hard worker and strong leader, adaptable to foreign markets.*

Chief Operating Officer, Ekonor SA

Deputy General Manager, Hidronor SA

- *Hidronor was dedicated to hazardous waste management in Spain, Portugal, Chile and Colombia.*

EDUCATION & PROFESSIONAL LICENSES/CERTIFICATIONS

INSTITUTO DE ECONOMIA APLICADA EN LA EMPRESA
Master of Business Administration

UNIVERSIDAD DEL PAIS VASCO
Master of Science Degree in Chemical Science

UPV
Master's Degree in Environmental Laws

Emergency Response to Hazardous Materials Incidents, EPA Certified – Bowling Green, Kentucky
“Hazardous Waste Worker Specialist” – Mobile, Alabama
“Environmental Health and Safety Auditing” - Zandvoort (The Netherlands)
“Biorremediation of Organic Chemicals in Soil and Groundwater” – Long Beach, CA



Daniel M. Brazil

Highly accomplished leadership professional with experience in operations, team management, safety compliance, strategic planning and tactical execution. Results-oriented, decisive leader with proven success in implementing effective process improvements and cultural change.

Core Leadership Competencies

- | | | |
|----------------------------|--------------------------------|----------------------------|
| • Operations / Safety | • Continuous Improvement | • Competitive Markets |
| • People Development | • Profit & Loss Accountability | • Acquisitions and Mergers |
| • Quality / Customer Focus | • Growth Strategies | • Retention and Training |

Professional Experience

- **FCC SA (Feb 2019 – Present)**

Director of Collection Services – US operations

- Overall responsibility of 5 hauling sites totaling 250 collection routes with 350 employees, 3 direct reports and 180 indirect reports
- Full P&L responsibility
- Leading organic open market growth strategy for the US

- **Waste Management (May 2013 – Feb 2019)**

Senior District Manager – Burnsville, Northfield, and Savage MN (February 2017 – Present)

- Overall responsibility of 2 hauling sites totaling 100 collection routes, 2 transfer stations, and 2 centralized container/compactor repair shops including 4 direct reports and 170 indirect reports
- \$56MM Annual P&L responsibility in a highly competitive market
- Partnership with sales to ensure our customers are receiving superior customer service while driving organic growth
- SDO and MSDO Certified with focus on Container Shop Optimization
- Successfully integrated and led the acquisition of 2 companies totaling a customer base of 30,000+ customers

Operations Improvement Manager – Lakeville, MN (May 2013 – February 2017)

- Manage the efficiency, service, and safety of 350 routes over 29 hauling sites and 4 states
- Partnership with Corporate Headquarters to implement and drive sustainable enhancements through technology offerings
- Initiated and developed the routing and logistics team for WL MN Area focused on routing and optimization
- SDO Master Certified focused on change management and team engagement to drive continuous improvement through improved processes and mindset coaching

- **United Parcel Service (March 2008 – May 2013)**

Business Manager (May 2012 – May 2013) - Williston, ND

- Successfully grew operation by 300% through the demands of the Bakken Oilfield Boom
- Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching
- Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction

On-Road Supervisor (November 2010 – May 2012) - Williston, ND

- Improved quality of service by reducing late air service by 15%
- Reduced 10 operational hours per day through performance management and route optimization
- Developed lead driver trainers to provide improved quality of training for our new drivers

Dispatch Supervisor (March 2008 – November 2010) - Fargo, ND

- Reduced operation mileage by 10% through route optimization
- Improved customer response (contact time to 1 hour by training local specialist with a customer focus mindset

Education

- **North Dakota State University – Fargo, ND**

Management Information Systems



Charles Merkley

6238 Yellowstone Dr. Port Orange FL, 32127, Home (386) 756-1532 Cell (407) 504-8505

OBJECTIVE: To build and cultivate a strong environmentally safe Solid Waste and Recycling Company

EXPERIENCE:

FCC SA August 15 - Present - Area Manager

- Area Manager responsible for all lines of business to include FCC's curbside residential wastes, recyclables, commercial, front load, and roll-off collection contracts, as well as open market work within Florida.
- Within the operation Charles oversees all aspects of the Florida teams to include HSE compliance and culture, analyzing routes, customer inquiries, equipment maintenance, scheduling, contractual obligations and the training and development of staff.
- In addition, Charles manages DOT compliance, tailgate safety team meetings, risk assessment and management.
- Maintaining and building relationships with our current and future clients.

Trash Taxi of Alabama, LLC April 14 - August 15

Director of Operations for startup Hauling and Recycling Company

- Directly responsible for financial, compliance and governmental relations for a new startup company located in Pelham AL. Developed Roll-Off to become profitable and self-sustaining; added a municipal residential contract of 1600 homes; Collect city of Pelham (8500 homes)
- Developed and improved current front load route to be profitable from \$20,000 to \$30,000.00 per month.

Advanced Disposal Services Feb 08 - Feb 14

General/District Manager for Central, Jacksonville FL and Middle Georgia

- Directly responsible for financial, compliance and governmental relations for two large hauling districts located in Jacksonville, St. John's and Clay County FL; between three facilities they serviced over 100,000 residential units as well as 5000 commercial and 2500 industrial accounts
- Directly responsible for merging current operation and purchased operations in Middle Georgia which consisted of three separate hauling divisions. Directly responsible for financial, compliance and governmental relations
- Directly responsible for new start up in Orlando (Orange County FL), 40,000 7-year residential contract. Obtained a fully functional facility as well as starting both the commercial and industrial lines of business. Hired sales force and Municipal Affairs personnel and successfully secured other municipal contracts in the Orlando area.
- Directly involved with and transitioning three acquisitions in Polk County, FL



Choice Environmental Services Mar 07 - Feb 08

Vice President of Operations, Miami FL

- Directly responsible for financial, compliance and governmental relations for South FL solid waste hauling and recycling facilities

Waste Management Inc. of Florida Dec 99 - Mar 07

North Florida Market Area Senior District Manager for Transfers and Landfills

- Directly responsible for financial, compliance and governmental relations for eleven Solid Waste Transfer Facilities, three Class III/ Construction and Demolition landfills located from Mobile Alabama to Central Florida
- Directly responsible for financial, compliance and governmental relations for two large hauling districts located in Ormond Beach and Orange City FL; between both facilities we serviced over 100,000 residential units as well as 2300 commercial and 1500 industrial accounts
- Directly responsible for financial, compliance and governmental relations for two landfills in central Florida

Eastern Environmental Services Nov 96 - Dec 99

General Manager

- Directly responsible for financial, compliance and governmental relations for three landfills located in southern Georgia and central Florida
- Directly responsible for financial, compliance and governmental relations for a large hauling company in Palm Beach County Florida

Browning Ferris Industries Dec 94 - Oct 96

Regional Manager

- Responsible for troubleshooting, routing and correcting sub par districts located in the Southeast and Mid-Atlantic states

Attwood/IWS Oct 83 - Dec 94

Regional Operations Manager

- Responsible for all planning and development for seven districts located in the Mid-Atlantic States
- Responsible for day to day operations for Daytona Beach hauling district
- Fleet and Container Maintenance Manager

SCA Services Aug 79 - Sept 83

Welder

- Container Shop Manager and Welder/Fabricator

EDUCATION: Business Administration Nov 94
Daytona Beach Community College



c. Financial Capability

ATTACHMENT A – BID FORMS

6. Financial Capability

Bidder has provided appropriate documentation to demonstrate the financial ability to provide the equipment and resources necessary to satisfactorily conduct the services requested.

YES

FCC's Financial Capability Statement

Fomento de Construcciones y Contratas, S.A. (FCC, SA) was created in 1992 as the result of the merge of two major corporations, Fomento de Obras y Construcciones (originally incorporated in 1900 in Barcelona) and Construcciones y Contratas (incorporated in 1944 in Madrid). FCC, SA is a global environmental leader servicing communities in over 35 countries worldwide, with a significant presence in Central and Western Europe, the Middle East and the Americas.

FCC, SA is a sound company from the financial standpoint as it can be determined from the Audited Financial Statements. Net Equity as of Dec 31, 2018 was of 1,959M€ (approx. \$2.3Billion). As of the last Quarterly available (2019Q3), Net Equity has increased by 14% to 2,230M€ (\$2.6B) due mainly to profits in the interim period.

It is publicly traded on the European stock exchange, and the main shareholders at the close of fiscal 2018 are (larger to smaller) Grupo Carso, the founding Koplowitz family, Cascade Investments, LLC (controlled by William H Gates III), Deutsche Bank AG, and the Bill and Melinda Gates Foundation. The free-float structure as of the last Annual Report was 52% Eurozone, 33% United States and 15% United Kingdom.

FCC, SA holds various financial instruments, including banking borrowings for 2 Billion Euro (approx. \$2.3B) and other instruments for an additional 2 Billion Euro (approx. \$2.3B).

As of the last Financial Statements (December 31, 2018) the Group had an availability of 1,266 Million Euro (approx. \$1.5 Billion), classified as Cash and Equivalents. Of those, 13% or 159 Million Euros (approx. \$183 Million) were held in cash and short-term bank deposits in US Dollars, while the remaining amount was held mostly in Euros (61%) and Pound Sterling (11%).

By the Third Quarter of 2019 the balance held in Cash and Equivalents was of 1,236M€ (\$1.4B). These funds would be available to procure all needed equipment and resources to provide the services requested in this contract.



FCC ended 2018 with 280 Million Euro in net after-tax income, more than doubling the €123M from previous years, as a result of various operational and financial measures. By 2019Q3, Net Income was of 288M€, an increase of 32.4% from the same period of previous year, consolidating and improving the trend initiated in 2018. Consolidated revenues for the year 2018 amounted to 6 Billion Euro (approx. \$6.9 billion), an increase of 3.2% over 2017. In September 2019 revenues increased by an additional 5.2% over the Third Quarter of 2018 to 4,578M€ in the first 9 months of this current fiscal year.

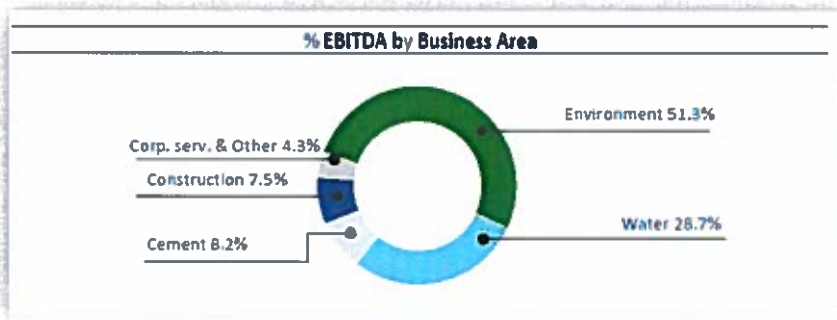
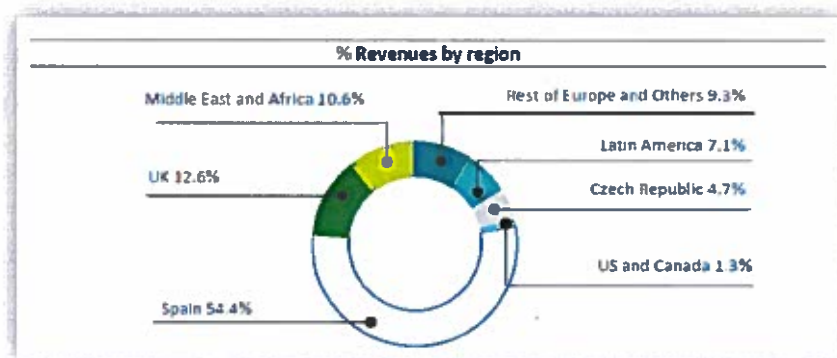
EBITDA increased by 5.6% to 861.2 Million Euro (\$1B) in 2018. The consolidated EBITDA margin increased to 14.4% (from 14.1%) due to higher operating productivity, and further increased to 16.2% in 2019Q3.

The Environmental Services and End-to-End Water Management areas represented 76% of Group EBITDA in 2018, while infrastructure construction, building and other lesser activities accounted for the other 24%.

EBIT amounted to 485.9 Million Euro (\$544M), and 11.5% YOY increase despite a 4.2% increase on Depreciation and Amortizations expenses caused mainly to high capital expenditures in the Environmental Services area.

Net interest-bearing debt amounted to 2.691 Million Euro (\$2.9 Billion), a reduction of €888M (or \$1B) from previous year mainly as a result of the sale of a minority stake in the Water Management division.

DECEMBER 2018 SNAPSHOT





FCC, SA has never filed for bankruptcy during its 120 years of service.

Due to the large size of the files, we have provided the full Audited Financial Statements with accompanying notes and report for the last three years on different electronic files attached to the proposal. We are also including the last published Quarterly Report, for the Third Quarter of 2019.

As a Publicly Traded Company, all information contained in those reports and statements is publicly available at <https://www.fcc.es/en> and is non-confidential.



d. Proposed Resources

ATTACHMENT A – BID FORMS

7. Resources

Bidder shall demonstrate sufficient resources to provide the collection services required by listing the number of anticipated routes, number of homes serviced per route, types of vehicles, number of vehicles to be used for each service line of collection service (i.e. solid waste, bulky, etc.) and number of personnel. Residential Customer numbers are estimates only for the purposes of this ITB.

(Assuming 27,200 Residential Customers)

Service	# Routes/Day	# Days/Week	# Customers/Route	# Personnel/Route*	Vehicles (type, make, model, year, and number)**
Solid Waste	7	5	765	1D + 1H	Type: Dual Axle REL Truck Chassis Make: Peterbilt (or similar) Chassis Model: 348 (or similar) Body Make: McNeilus (or similar) Body Model: 2516HD (or similar) Year: 2020 Number: 8
	0.5**	5	100	1D	Type: Single Axle REL Truck Chassis Make: Peterbilt (or similar) Chassis Model: 337 (or similar) Body Make: Heil (or similar) Body Model: PT1000 (or similar) Year: 2020 Number: 1
Recyclables	5	5	1,070	1D + 1H	Type: ASL Truck Chassis Make: Peterbilt (or similar) Chassis Model: 520 (or similar) Body Make: McNeilus (or similar) Body Model: ZR (or similar) Year: 2020 Number: 6
	0.5**	5	100	1D	Type: Single Axle REL Truck Chassis Make: Peterbilt (or similar) Chassis Model: 337 (or similar) Body Make: Heil (or similar) Body Model: PT1000 (or similar) Year: 2020 Number: 1
Yard Debris	4	5	1,360	1D + 1H	Type: Dual Axle REL Truck Chassis Make: Peterbilt (or similar) Chassis Model: 348 (or similar) Body Make: McNeilus (or similar) Body Model: 2516HD (or similar) Year: 2020 Number: 5
Bulky Waste	2	5	2,720	1D	Type: Grapple Truck Make: Peterbilt (or similar) Model: 337 (or similar) Year: 2020 Number: 3

* D = Driver, H = Helper

** A full Single Axle REL Truck route will be used to collect both Solid Waste and Recyclables from difficult areas.

*** All the proposed trucks will be CNS at the beginning of the contract

Additional to the above, FCC considers the following indirect labor:

- 1 Site Manager
- 1 Fleet Manager
- 2 Field Supervisors
- 4 Administrative Assistants
- 3 Automotive Mechanics
- 2 Cart/Container Maintenance Drivers



Rush Truck Center – Tampa | 8111 East Adamo Drive, Highway 60 | Tampa, Florida 33619 | 813-654-1441 Direct | 813-626-5024 Fax

01/14/2020

FCC, SA.
10077 Grogans Mill Road Suite 466
The Woodlands, TX 77380
(832) 764-0490

Leon County Collection Contract Peterbilt CNG Chassis

Mr. Thomas Lanzon,

We have received conformation Peterbilt has available build slots to provide the following Peterbilt CNG powered Chassis for the Leon County Collection Contract with October 1, 2020 start date.

- 3 – Peterbilt 337 CNG Grapple Spec Chassis
- 2 - Peterbilt 337 CNG REL Spec Chassis
- 13 –Peterbilt 348 CNG Rear Loader Spec Chassis
- 4 - Peterbilt 520 CNG Front Loader Spec Chassis
- 6 – Peterbilt 520 CNG RHD Automated Side Loader Spec Chassis

Please respond with your letter of intent to purchase so we can secure these build slots.

Thank you for the opportunity, we appreciate your business.

Regards,


Steve Bell





FCC, SA
10077 Grogans Mill Road, Suite 466
The Woodlands, TX 77380

To whom it may concern,

Per our discussions and in reference to the Leon County - Residential and Commercial Collection Services, Mack Trucks, Inc. has the necessary production capacity to support a 10/1/20 contract start date and would be able to deliver the units to FCC for the Leon County, FL contract.

This letter is in reference to their request for the following equipment from Mack:

- (4) Commercial Front Load Chassis – TE64
- (13) Tandem Axle Rear Load Chassis – LR64
- (6) Automated Side Load Chassis – LR64
- (2) Single Axle Rear Load Chassis – LR42

We understand that this is in anticipation of an awarded contract and that the expedience of production and delivery is of the utmost importance.

Should you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

Travis Timmerman

Travis Timmerman
National Accounts Manager
Mack Trucks, Inc.

Mack Trucks North America Sales
7900 National Service Road
Greensboro, NC 27409
USA

MAN +336 393 6004

MackTrucks.com



McNeilus

January 8, 2020

Attn: Tom Lanson
FCC, S.A.
10077 Grogans Mill Road
Suite 466
The Woodlands, TX 77380

Dear Mr. Lanson,

Thank you for the opportunity to work with you on the Leon County RFP. With chassis and CNG fuel system arrivals to McNeilus at ten weeks prior to body exit factory, McNeilus Truck and Manufacturing has the production capacity to deliver the required Refuse Collection Vehicles to FCC, S.A. for the October 1st, 2020 contract start.

Sincerely,

Barry Duffley
Director of Sales, Fleet
McNeilus Truck and Manufacturing
524 East Highway Street
Dodge Center, MN 55927

McNEILUS TRUCK AND MANUFACTURING
524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 | 801.374.0321 | FAX 801.374.0354

mcneiluscompanies.com

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*Leon County, FL
Solid Waste Collection Services*



e. Criminal and Civil Actions

ATTACHMENT A – BID FORMS

5. Performance History

Bidder shall check all that apply during the last five (5) years. For each item checked "yes," Bidder shall attach an explanation that includes the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action.

	Yes	No
Criminal action against the Bidder	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Civil action (involving \$10,000 or more)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Loss of service contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bid bond claim	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Performance bond claim	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Civil Actions

Below, please find a description of the pending civil cases and the one settled civil case. We also had one civil case that settled prior to suit being filed:

- 11/29/2017- Orlando:** Insured driver was passing a utility truck that was stopped on a residential street to change a street light. As the insured driver attempted to pass the truck, the edge of the insured truck came in contact with the edge of the swing arm (bucket) on the utility truck. This caused the truck to shift and the person inside the bucket, who was not wearing a safety harness, fell from the bucket onto the ground (roughly 15 feet). The investigation determined that the utility company failed to follow company safety rules by not having the person in the bucket secured with a harness; not placing signs or cones around the utility truck to warn others of their presence. The insured driver was initially cited for careless driving, but that charge was later dismissed. This case is currently pending, as a lawsuit was recently filed.
- 12/20/2017-Orlando:** Insured driver was servicing a residential subdivision which required the insured driver to back up once the driver reached a secured gate that divided the subdivision into two sections. HOA did not allow access to the second section of the subdivision, although FCC had made the request. As the insured driver came to the secured gate, the driver stopped; honked his horn and began to back up. As the driver was backing up, an elderly resident was in the process of walking his dog. The pedestrian, wearing dark clothing and ear-buds, crossed the street into the path of the backing truck. A collision occurred and the elderly pedestrian was struck by the backing vehicle. The pedestrian succumbed to his injuries and later died. The insured driver was cited in this incident. The insured driver is still employed at FCC, but in a different role at this time. This case is still pending, as a lawsuit was filed. Trial is expected to begin in January of 2020 unless the case is settled in mediation, which we are attempting to schedule in the fall. Plaintiffs have also filed suit against the HOA and the security company that monitors the access to the subdivision.



- 02/27/2018-Lakeland:** The insured driver was traveling on a three lane, divided main roadway on his way to pick up a missed stop at roughly 5:30 AM. As the driver was approaching an intersection with a green light, the driver looked down to secure his tablet that was on the dashboard of the truck. As he looked up, there was a motorcyclist that was stopped (for an unknown reason) in his lane of travel. The driver hit his brakes and attempted to swerve to miss the stopped motorcyclist, but the collision occurred. The motorcyclist sustained life threatening injuries and died. From the investigation, we found that the motorcyclist was wearing dark clothing; stopped for up to 20 seconds on a green light in the middle of a major intersection for some unknown reason. The surviving family members filed suit and the case was settled at mediation in November of 2018 for a confidential settlement amount.
- 06/21/2018-Lakeland-Non-Litigated case:**The insured driver was on his route servicing customers and was approaching an intersection in which he had a stop sign. As he approached the intersection, he failed to stop completely at the intersection and pulled into the path of an approaching motorcyclist. The motorcyclist struck the left side of the insured vehicle. The motorcyclist sustained significant injuries, but was treated and later released from a local hospital. The insured driver was cited for careless driving. The driver of the motorcycle had a permanently revoked driver's license and no insurance. During our investigation, we determined that the motorcyclist had a lengthy criminal history, which included driving on suspended license. The case was settled prior to suit being filed at mediation in December of 2018 for a confidential settlement amount.
- 02/21/2018-Lakeland-Non-Litigated case:** The insured driver was backing onto a side street when the other vehicle attempted to pass the insured truck and struck the left front of the FCC vehicle. Witnesses indicated that the driver of the other vehicle was at fault for attempting to pass. No citations were issued to the FCC driver. Subsequently, the other driver is now pursuing a claim against FCC for damages and injuries.
- 05/23/2019-Dallas (Rowlett)-Non-Litigated case:** The insured vehicle was traveling on the highway when traffic started to slow. The FCC driver failed to slow down appropriately and struck the rear of the vehicle in front of him. The driver and passenger of the vehicle are now pursuing a claim against FCC and the FCC driver.

Fines and complaints

The table below shows all the fines and complaints imposed to FCC in the past 5 years.

		FCC Fines in the US within the past five (5) years			
		2016	2017	2018	2019
ORANGE COUNTY (FL)	January			\$2,000	
	February	\$15,100		\$2,000	\$100
	March	\$13,200			\$100
	April	\$8,600		\$100	\$200
	May	\$400		\$3,000	\$300
	June	\$2,400		\$200	\$2,800
	July	\$400		\$300	\$600
	August	\$300	\$100	\$500	\$600
	September			\$200	\$300
	October	\$500		\$200	
	November		\$300	\$200	
	December		\$2,100	\$100	
	Total	\$40,900	\$2,900	\$8,800	\$5,000

There have not been criminal actions against FCC and its senior management team during the last five (5) years. Besides, FCC has never lost service contracts, bid bonds or performance bond claims, for jurisdictions in the Lower Atlantic and Gulf Coast states.



3. PRICE FORM

According to the Bid Submission Requirements, the Price Form has been provided in a separate envelope clearly marked BC-01-17-20-24-Price Sheet.



4. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

ATTACHMENT A – BID FORMS

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:  _____
Title: Inigo Sanz - Managing Director
Firm: Fomento de Construcciones y Contratas, SA. (d.b.a FCC, SA)



5. INSURANCE CERTIFICATION FORM

ATTACHMENT A – BID FORMS

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:	<u>A</u> <u>XIII</u>
Business Auto:	Indicate Best Rating: Indicate Best Financial Classification:	<u>A+</u> <u>XV</u>
Professional Liability:	Indicate Best Rating: Indicate Best Financial Classification:	<u>NA</u> <u>NA</u>
Pollution Liability and/or Environmental Impairment Liability:	Indicate Best Rating: Indicate Best Financial Classification:	<u>A</u> <u>XIII</u>
Umbrella:	Indicate Best Rating: Indicate Best Financial Classification:	<u>A</u> <u>XIII</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: A+
Indicate Best Financial Classification: XV

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional 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.

ATTACHMENT A – BID FORMS

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, Pollution Liability and/or Environmental Impairment Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability, Pollution Liability and/or Environmental Impairment Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

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 Inigo Sanz
Typed or Printed

Signature 

Date 1/15/2020

Title Manager with Risk Authority
(Company Risk Manager or Manager with Risk Authority)



6. AFFIDAVIT CERTIFICATION INMIGRATION LAWS

ATTACHMENT A – BID FORMS

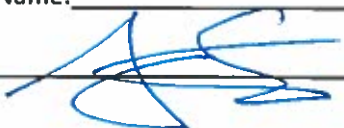
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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: Fomento de Construcciones y Contratas, SA. (d.b.a FCC, SA)

Signature:  Title: Inigo Sanz - Managing Director

STATE OF Texas
COUNTY OF Montgomery

Sworn to and subscribed before me this 13th day of January, 2020.

Personally known

Maria F Naumann
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Texas

(Type of identification)

My commission expires: 10-21-2020

Printed, typed, or stamped commissioned name of notary MARIA F. NAUMANN


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.



7. IDENTICAL TIE BIDS FORM

As stated in addendum 1, we have replaced the Drug Free Workplace Form by the Identical Tie Bids Form.

ATTACHMENT A – BID FORMS

IDENTICAL TIE BIDS FORM

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 workplace program at this time.



Inigo Sanz

Bidder's Signature

Managing Director

Title

1/15/2020

Date



8. BID BOND

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
FOMENTO DE CONSTRUCCIONES Y
CONTRATAS, S.A.
10077 Grogans Mills Road
The Woodlands, TX 77380

SURETY:

*(Name, legal status and principal place
of business)*
ASPEN AMERICAN INSURANCE COMPANY
175 Capital Boulevard, Suite 300
Rocky Hill, CT 06067

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)
BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FL
1800-3 N. Blair Stone Road, Tallahassee, FL 32308

BOND AMOUNT: Fifty Thousand and 00/100 Dollars
(\$ 50,000.00)

PROJECT:

(Name, location or address, and Project number, if any)
ITB NUMBER: BC-01-17-20-24; Solid Waste Collection Services in Leon County

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of January, 2020



(Witness)

SANTIAGO CARANZO

FOMENTO DE CONSTRUCCIONES Y CONTRATAS, S.A.
(Principal)

(Seal)

(Title) SAIGOR SAIGOR, MANAGING DIRECTOR, ASPEN AMERICAN

ASPEN AMERICAN INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

Francesca Kazmierczak

(Title) Frances Rodriguez, Attorney in Fact



Aspen American Insurance Company
175 Capital Boulevard, Suite 100
Rocky Hill, CT 06107

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Debra A. Deming; Cynthia Farrell; Valerie I. Spates; Sandra Diaz; Francesca Kazmierczak; Aldima Noorbassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakkitts; Nancy Schnee; Susan A. Welsh; Pablo Garcia Horcajo; Anne L. Potter of AON Risk Services its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppl, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May 2019.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen
Kevin Gillen, Senior Vice President

On this 23rd day of May 2019 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: *May 31, 2021*

Patricia C. Taber
Notary Public
State of Connecticut
My Commission Expires May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 3rd day of January, 2020

By: *Kevin Gillen*

Name: Kevin Gillen, Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email.Patricia.Taber@aspen-insurance.com

Aspen American Insurance Company
STATUTORY STATEMENT OF FINANCIAL CONDITION
December 31, 2018

Assets

Bonds	\$ 301,758,212
Common stocks	196,742,245
Cash and short term investments	127,409,221
Other invested assets	43,747,355
Premiums in course of collection	286,234,983
Amounts recoverable from reinsurers	69,423,909
Other assets	16,021,823
Total Assets	\$ 1,041,337,748

Liabilities

Reserve for losses and adjustment expenses	\$ 367,017,422
Commissions payable, contingent commissions and other similar charges	2,010,741
Unearned premiums	61,770,344
Ceded reinsurance premiums payable	79,958,563
Amounts withheld or retained by company for account of others	71,323,636
Payable to parent, subsidiaries and affiliates	986,480
Retroactive Reinsurance	(101,527,194)
Reserve for taxes, expenses and other liabilities	14,485,364
Total Liabilities	496,025,356

Surplus as regards policyholders	545,312,392
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Total Surplus and Liabilities	\$ 1,041,337,748
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Treasurer & CFO

State of Connecticut
County of Hartford

Kenneth Gerald Cadematori, Treasurer and CFO being duly sworn, of Aspen American Insurance Company, Texas; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2018. This unaudited financial statement is in agreement with Aspen American Insurance Company's December 31, 2018 filings to the NAIC and to the State of Texas.

Subscribed and sworn to before me, this 13th day of March 2019.



Notary Public

KIM D. SLIVA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2021

Applicant Name: ASPEN AMERICAN INSURANCE COMPANY

NAIC No: 43460
FEIN: 752344200

**Uniform Certificate of Authority Application (UCAA)
Certificate of Compliance**

STATE OF FLORIDA

OFFICE OF INSURANCE REGULATION

I, KEVIN McCARTY, hereby certify that I am the* INSURANCE COMMISSIONER of the State of FLORIDA and have supervision of insurance business in said State and as such I hereby certify that ASPEN AMERICAN INSURANCE COMPANY of DALLAS, TX is duly organized under the laws of said State and is authorized to transact the business of D 010 FIRE, D 020 ALLIED LINES, D 050 COMMERCIAL MULTI PERIL, D 080 OCEAN MARINE, D 090 INLAND MARINE, D 110 MEDICAL MALPRACTICE, D 120 EARTHQUAKE, D 170 OTHER LIABILITY, D 192 PRIVATE PASSENGER AUTO LIABILITY, D 194 COMMERCIAL AUTOMOBILE LIABILITY, D 211 PPA PHYSICAL DAMAGE, D 212 COMMERCIAL AUTO PHYSICAL DAMAGE, D 230 FIDELITY, D 240 SURETY, D 250 GLASS, D 260 BURGLARY AND THEFT, D 270 BOILER AND MACHINERY, D 620 MISCELLANEOUS CASUALTY,** insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Tallahassee, Florida on this 17th day of October A.D. 2012.



A handwritten signature in black ink, appearing to read "Kevin McCarty", is written over a horizontal line.

Kevin McCarty

- * Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.
- ** Lines of Insurance as shown on Form 3 of UCAA



9. PROOF OF CURRENT REGISTRATION WITH THE FLORIDA SECRETARY OF STATE

State of Florida Department of State

I certify from the records of this office that FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. is an out of the country corporation authorized to transact business in the State of Florida, qualified on December 18, 2014.

The document number of this corporation is F14000005352.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 11, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of February,
2019*



Ronald R. Bruce
Secretary of State

Tracking Number: 5704226450CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RECEIVED

2020 JAN 17 AM 8:39

PURCHASING DIVISION
LEON COUNTY

**ITB# BC-01-17-20-24
PRICE FORM
Waste Collection Services**

Name of Prime Bidder: **Fomento de Construcciones y Contratas, SA. (d.b.a FCC, SA)**

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment, and services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, overhead and fringe benefits, profit). Round prices to the nearest whole cent.

Bidder shall complete all yellow boxes.

Residential Service

Residential Collection Service

Item	Description	Unit	Rate
Residential Collection	Residential Collection Service includes: Solid Waste, Recyclables, Yard Debris, and Bulky Waste. Rate is for collection only (disposal is not included) and should include a 5% franchise fee.	Monthly fee per customer	\$ 18.19

Additional Required Pricing

Item	Description	Unit	Rate – monthly fee per customer
Non-medical back door	Additional fee for non-medical back door service of solid waste and recycling. Rate is in addition to Residential Collection Service fee above.	Monthly fee per customer	\$ 15.00

Commercial Service

Commercial Waste – Non-compaction. Collection fees include container rental and maintenance.

Item	Description	Unit	Rate
Non-compaction per cubic yard	Non-compacted Commercial Collection Service includes the collection of Solid Waste. Rate to include 5% franchise fee.	Per container cubic yard	\$ 9.98

Commercial Waste – Compaction. Self-contained compactors may be owned by the customer or a rental fee may be negotiated between the customer and the Contractor. Pull charge does not include disposal. The Contractor shall pay the actual tip fee at the County-designated facility.

Item	Description	Unit	Rate
Compaction pull charge – 20 cubic yards	Pull charge per 20 cubic yard compactor,	Per pull	\$ 200.00
Compaction pull charge – 30 cubic yards	Pull charge per 30 cubic yard compactor	Per pull	\$ 200.00
Compaction pull charge – 40 cubic yards	Pull charge per 40 cubic yard compactor	Per pull	\$ 200.00

Commercial Waste - Small volume, 95-gallon cart

# of carts	Weekly pick-ups	Unit	Rate
One	One	Per month	\$ 24.00
Two	One	Per month	\$ 27.00
Three	One	Per month	\$ 30.00
Additional 95-gallon cart	One	Per additional cart, per month	\$ 3.00

Commercial Recycling – Bidder to provide the not-to-exceed commercial recycling fees it will charge Commercial Customers requesting recycling service. The selected bidder (Contractor) shall provide this service on a non-exclusive basis. Contractor may charge less than these prices, but may not charge more. All rates assume weekly collection service.

Container size	Unit	Paper	Comingled Containers	Single Stream Recyclables
65-gallon cart (first 100 carts no charge to customer)	Per Month	\$ 24.00	\$ 24.00	\$ 24.00
2 cubic yard dumpster	Per Month	\$ 86.63	\$ 86.63	\$ 86.63
4 cubic yard dumpster	Per Month	\$ 173.25	\$ 173.25	\$ 173.25
6 cubic yard dumpster	Per Month	\$ 259.88	\$ 259.88	\$ 259.88
8 cubic yard dumpster	Per Month	\$ 346.51	\$ 346.51	\$ 346.51

NOTE: Pricing for all Items must be provided in order for the bid submission to be complete. If any pricing is omitted or the pricing sheet is incomplete, the bid will be deemed non-responsive.

Leon County Board of County Commissioners

Agenda Item #17

January 28, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Bid Award for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County



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

Statement of Issue:

This item seeks Board direction regarding awarding a bid for unincorporated area curbside waste collection services or negotiating a renewal of the current Agreement with Waste Pro, Inc.

Fiscal Impact:

This item has no fiscal impact to the County. Monthly subscription is paid for by residents opting to receive curbside residential and commercial solid waste collection for the unincorporated area of Leon County beginning October 1, 2020.

Staff Recommendation:

Option #3: Board direction.

Title: Bid Award for the Exclusive Franchise to Provide Waste Collection Services in
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Report and Discussion

Background:

This item seeks Board direction regarding awarding a bid for unincorporated area curbside waste collection services or negotiating a renewal of the current Agreement with Waste Pro, Inc.

On September 24, 2019, the Board approved issuance of the Invitation to Bid (ITB) for curbside collection services resulting in a single bid from Waste Pro of \$19.19 per month for residential collection or a 35% increase over the current rate. On December 10, 2019 the Board directed the sole bid be rejected and authorized the readvertisement of the ITB with minor modifications as outlined in the December agenda (Attachment #1).

The initial release of the ITB occurred a full year prior to the expiration of the current Agreement to ensure that a vendor would be selected no less than six months prior to the commencement of the Agreement. A minimum of six months is needed to provide ample time for the vendor to purchase equipment and prepare for daily operations as outlined in the bid's transition plan. The current Agreement expires September 30, 2020.

The franchise agreement includes the exclusive collection of residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription (i.e. voluntary) basis and commercial collection. Currently an estimated 27,200 residents in the unincorporated area subscribe. Although not an exclusive service, the contractor is also required to offer recycling collection service within the unincorporated area. There are currently an estimated 720 commercial accounts.

In addition to the option of awarding the bid to the lowest responsive bidder, this item provides an alternative for Board consideration to negotiate a renewal of the current Agreement with Waste Pro, Inc. This alternative has various cost and service level considerations as discussed further below.

Analysis:

As directed by the Board on December 10, 2019, the sole bid from Waste Pro was rejected and the Invitation to Bid was readvertised in an effort to attract more competition. In an effort to receive multiple responses the initial bid terms were modified based on specific feedback received from vendors who initially chose not to respond. The initial release of the ITB occurred a full year prior to the expiration of the current Agreement; for the readvertisement staff proceeded quickly to ensure the timeline still allows a vendor ample time to transition.

The modifications in the revised ITB included:

- Reduce the required number of jurisdictions the bidder must have prior experience in from 4 down to 3 jurisdictions.
- Imposing a limit on the number of yard debris piles a customer may have serviced weekly to 5 compliant piles on a weekly basis.

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- Refining the standards for disaster response allowing for a negotiated rate to be established between the County and the waste collection vendor for any specific storm related services. This modification does not change the requirement for the vendor to pick up normal yard debris following a storm.
- Establish a limit on the amount of bulky waste for each pick-up of 4 cubic yards has been established (approximately equivalent to the bed of a pick-up truck).
- Altering the terms and conditions for renewal to be a mutually agreed upon renewal.

The Bid was readvertised locally on December 13, 2019. A total of 94 vendors were notified through the automated procurement system. A total of 26 vendors requested bid packages and 4 attended the mandatory prebid. On January 17, 2020, three bids were submitted by the following: FCC, Waste Pro, and Waste Management. However, Waste Management was deemed non-responsive as their submission was incomplete. As a result, the bid pricing for Waste Management was not opened. The lowest responsive bidder is FCC (Attachment #2). FCC's bid of \$18.19 per month for residential collection is a 28% increase over the current subscription rate of \$14.15 per month or an increase of \$48.48 annually. In comparison, the December 2019 sole bid from Waste Pro was \$19.19 or a 35% increase. The readvertisement resulted in a responsible and responsive bid that meets all the requirements, while still resulting in lower rates than were being paid seven years ago.

The readvertisement was successful in yielding multiple bid responses and reducing cost. As noted in the December agenda item, it was anticipated that the modifications outlined above would result in more bid responses and further reduce the cost of services to subscribers. Other features of the Agreement which remain unaltered from the initial advertisement include:

- Disasters: Guidelines for disaster preparedness have been refined to incorporate lessons learned over past storms. In particular, residents expressed frustration that routine yard debris was not serviced while the Debris Contractor was activated. Refined standards ensure that routine curbside yard debris collection will continue to occur following a storm. The ITB featured enhanced procedures, proactive documentation, and greater accountability for vendor performance post-disaster.
- Liquidated Damages: Terms for liquidated damages have been significantly strengthened to provide enhanced clarity of performance standards and accountability to the vendor.
- Bulky: Creating a clear standard for the time frame to collect bulky items (furniture, carpet, appliances, etc.) The new standard would still require customers to call for bulky service; however, the vendor must provide a specific 72-hour window of time for which the items will be serviced. Such time must occur within 7 days of the customer's request. Currently customers must call to request a bulky service, and such service can occur anytime over the following seven days. Customers who call are not currently provided a specific day to anticipate the service, and bulky items must be placed at the curb in anticipation of the forthcoming pick-up. As a result, items can be at the curb for up to seven days which can result in unsightly neighborhood conditions, residents may be in violation of Homeowner Association standards, and the customer's grass can be compromised during such lengthy time.

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- Commercial Recycling: To encourage commercial recycling, businesses may receive free recycling service if utilizing no more than five 65-gallon roll carts (i.e. residential carts) per customer, with a maximum of 100 free carts for all commercial accounts. Previously charges applied to all commercial container sizes, discouraging some small businesses from participating.

The bid allowed for the vendors to determine the type of equipment, staffing levels, number of routes, etc. necessary to provide the required services. FCC's bid proposal includes rear-loading trucks for garbage, and automated-side loading vehicles for recycling collection. Additionally, the FCC bid includes increased staff support and an increase in the number of vehicles as compared to the current service model provided by Waste Pro (Attachment #3). The blended fleet approach is anticipated to reduce customer complaints such as hydraulic leaks, loose litter, and misplaced carts related to the garbage routes. Additionally, the increased number of staff on waste and recycling routes will ensure a higher level of service and the ability to notice and correct any deficiencies such as misplaced carts.

In summary, the increased cost of the new bid does come with an increased level of service as a result of the ITB requirements and the enhanced equipment and staffing levels proposed by FCC. Should the Board wish to award the bid to FCC at a monthly rate of \$18.19, an agreement will be executed by the County Administrator in a form approved by the County Attorney.

Option to negotiate a renewal of the current contract

As presented in the December 10, 2019 agenda, the Board has the option to direct staff to negotiate a renewal to the existing agreement with Waste Pro. A proposed renewal to the contract could be brought to the Board for consideration in February. At that time, the Board would be able to compare the terms and cost of the renewal versus FCC's bid of \$18.19. This would allow the Board the ability to evaluate the increased costs of both options versus the changes in service levels. At that time, the Board would have the option of approving the renewal and therefore rejecting the bids which resulted from the readvertisement.

The term of the current residential waste collection Franchise Agreement with Waste Pro is seven years, expiring September 30, 2020. The agreement provides for one three-year extension at the County's sole discretion. The purpose of negotiating a renewal would focus on keeping the residential rate as low as possible by maintaining the existing type of equipment (side-loaders), staffing levels, routes, etc. In addition, none of the service level enhancements included in the ITB would be incorporated into the agreement; however, it is anticipated that this option may result in a significantly lower rate for residential subscribers.

Conclusion

As presented in this item there are two options the Board may wish to consider related to awarding a franchise for collections services in the unincorporated area. The options provide the Board different approaches to minimizing the cost increase to customers, while providing differing approaches to address service level issues.

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To provide the greatest assurance of quality service, while minimizing the cost to residential subscription customers, an ITB was reissued in December. The ITB included modifications to the ITB to address observations raised by vendors that did not initially bid. The current bid process resulted in a responsible and responsive bid that meets the increased requirements. As part of their bid, FCC is proposing to change the type of equipment used from side to rear loaders for garbage routes, as well as increasing staffing and equipment which will also enhance customer service. However, in doing so, FCC is proposing a 28% increase in the monthly subscription rate from the current \$14.15 a month to \$18.19 a month which is lower than the \$19.33 subscribers were paying seven years ago.

Alternatively, to minimize the cost increase to subscribers, the County could negotiate a renewal to the current contract with Waste Pro. This approach does not include any service level adjustments sought in the ITB or Waste Pro changing equipment or staffing levels. However, this approach is focused on minimizing any cost increase to subscribers.

Irrespective of which option the Board wishes to pursue, staff will assure the vendor transitions service with minimal impact to current customers. To reduce the burden of transition, current subscribers will retain existing County-owned carts, thereby avoiding the disruptive process of swapping out containers. The County will work closely with the vendor to ensure all customers will be informed of any adjustments to collection procedures, rates, and contact information prior to commencement.

Options:

1. Authorize the County Administrator to negotiate a renewal of the current Agreement with Waste Pro, Inc and bring back for Board consideration.
2. Approve the bid award to FCC for the exclusive franchise to provide waste collection services in unincorporated Leon County and authorize the County Administrator to negotiate and execute the Agreement, in a form approved by the County Attorney.
3. Board direction.

Recommendation:

Option #3 – Board direction.

Attachments:

1. Invitation to Bid for waste collection services
2. Bid tabulation sheet and FCC bid response
3. Summary of FCC's proposed equipment, staff and route

Commercial Collection Rates

Commercial Service	Current Rate	Proposed effective 10/1/20	Waste Pro Bid	FCC Bid
Non-Compaction per container per cubic yard	\$ 7.27	\$ 9.95	\$ 9.95	\$ 9.98
Compaction Pull Charge - 20 cubic yards (per pull)	\$ 300.00	\$ 200.00	\$ 235.00	\$ 200.00
Compaction Pull Charge - 30 cubic yards (per pull)	\$ 300.00	\$ 200.00	\$ 265.00	\$ 200.00
Compaction Pull Charge - 40 cubic yards (per pull)	\$ 300.00	\$ 200.00	\$ 290.00	\$ 200.00
Waste - One Cart (per month charge)	\$ 29.06	\$ 24.00	\$ 30.52	\$ 24.00
Waste - Two Carts (per month charge)	\$ 57.02	\$ 27.00	\$ 59.87	\$ 27.00
Waste - Three Carts (per month charge)	\$ 86.08	\$ 30.00	\$ 89.23	\$ 30.00
Waste - Additional 95-gallon cart (per month charge)	\$ 17.63	\$ 3.00	\$ 18.51	\$ 3.00
Recycling - Paper - 65-gallon cart (per month Charge)	\$ 35.00	\$ 24.00	\$ 28.02	\$ 24.00
Recycling - Paper - 2 cubic yard dumpster (per month charge)	\$ 62.98	\$ 69.36	\$ 69.36	\$ 86.63
Recycling - Paper - 4 cubic yard dumpster (per month charge)	\$ 83.97	\$ 92.48	\$ 92.48	\$ 173.25
Recycling - Paper - 6 cubic yard dumpster (per month charge)	\$ 104.96	\$ 115.59	\$ 115.59	\$ 259.88
Recycling - Paper - 8 cubic yard dumpster (per month charge)	\$ 125.96	\$ 138.71	\$ 138.71	\$ 346.51

Commercial Service	Current Rate	Proposed effective 10/1/20	Waste Pro Bid	FCC Bid
Recycling - Comingled Containers - 65-gallon cart (per month charge)	\$ 35.00	\$ 24.00	\$ 28.27	\$ 24.00
Recycling - Comingled Containers - 2 cubic yard dumpster (per month charge)	\$ 62.98	\$ 69.70	\$ 69.70	\$ 86.63
Recycling - Comingled Containers - 4 cubic yard dumpster (per month charge)	\$ 83.97	\$ 92.92	\$ 92.92	\$ 173.25
Recycling - Comingled Containers - 6 cubic yard dumpster (per month charge)	\$ 104.96	\$ 116.15	\$ 116.15	\$ 259.88
Recycling - Comingled Containers - 8 cubic yard dumpster (per month charge)	\$ 125.96	\$ 139.38	\$ 139.38	\$ 346.51
Recycling - Single Stream Recyclables - 65-gallon cart (per month charge)	\$ 35.00	\$ 24.00	\$ 28.52	\$ 24.00
Recycling - Single Stream Recyclables - 2 cubic yard dumpster (per month charge)	\$ 62.98	\$ 70.03	\$ 70.03	\$ 86.63
Recycling - Single Stream Recyclables - 4 cubic yard dumpster (per month charge)	\$ 83.97	\$ 93.37	\$ 93.37	\$ 173.25
Recycling - Single Stream Recyclables - 6 cubic yard dumpster (per month charge)	\$ 104.96	\$ 116.70	\$ 116.70	\$ 259.88
Recycling - Single Stream Recyclables - 8 cubic yard dumpster (per month charge)	\$ 125.96	\$ 140.05	\$ 140.05	\$ 346.51

**Leon County
Board of County Commissioners**

Notes for Agenda Item #16

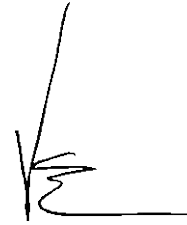
Leon County Board of County Commissioners

Agenda Item #16

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Consideration of an Interim Agreement with Marpan Recycling and Authorization of Consultant Services for Long-term Recycling Analysis

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Andrew Johnson, Assistant to the County Administrator Tessa Schreiner, Recycling and Sustainability Manager Abigail Sanders, Management Intern

Statement of Issue:

As directed at the January 28, 2020 meeting, this item seeks Board approval of an amendment to the County's contract with Marpan Recycling in order to ensure the continuation of the County's single-stream recycling program in the immediate term. Additionally, this item seeks Board authorization to contract with SCS Engineers via cooperative purchase to identify alternative long-term strategies for the future of the recycling program.

Fiscal Impact:

This item has a fiscal impact. The amended contract with Marpan would result in a projected increase of \$168,000 in recycling costs for the remainder of the current fiscal year. Adequate funding is available in the general fund contingency account. The cost of the long-term recycling study would be \$70,000, shared equally between the County and the City. The County's portion would be paid from available funds in the Transfer Station budget.

Staff Recommendation:

See next page.

Staff Recommendation:

- Option #1: Authorize the County Administrator to execute an amendment to the contract between Leon County and Marpan Recycling for single stream recycling services, in a form approved by the County Attorney.
- Option #2: Authorize the County Administrator to contract with SCS Engineers to conduct an analysis of long-term strategies for the future of the County's recycling program, in a form approved by the County Attorney.
- Option #3: Approve the associated Resolution and Budget Amendment (Attachment #3).

Report and Discussion

Background:

This agenda item seeks Board approval of an amendment to the County's contract with Marpan Recycling in order to ensure the continuation of the County's single-stream recycling program in the immediate term. The contract amendment advances the following FY2017-FY2021 Strategic Initiative and 5-Year Target:

- *Develop strategies to increase recycling and reuse rates. (2016-14)*
- *75% community recycling rate. (T7)*

This particular Strategic Initiative and 5-Year Target aligns with the Board's Environment Strategic Priority:

- *(EN4) Reduce our carbon footprint.*

On December 9, 2019, the County and the City of Tallahassee received a letter from Marpan Recycling (Attachment #1) indicating that its single-stream recycling plant is operating at a deficit due to worsening market conditions. Marpan indicated that it will be forced to cease operations and terminate its contract to provide single-stream recycling due to these circumstances but would continue operations under a short-term interim agreement to allow the County and the City time to explore alternative options for the future of the program.

At the January 28, 2020 meeting, the Board authorized the County Administrator to negotiate an interim agreement with Marpan Recycling in order to ensure the continuation of the County's single-stream recycling program in the immediate term, and to bring a draft agreement back to the Board for approval in February. Additionally, the Board authorized the County Administrator to engage a consultant in partnership with the City of Tallahassee to evaluate long-term options for the future of the County's recycling program and to bring a final report and analysis to the Board for consideration during the FY 2021 Budget Workshop. The City Commission approved similar actions at its January 29, 2020 meeting. This agenda item, accordingly, seeks the Board's approval of a contract amendment negotiated with Marpan in order to ensure the continuation of the County's single-stream recycling program in the immediate term as well a contract with SCS Engineers for a long-term recycling analysis.

Analysis:

As the County's agreement with Marpan is currently structured, the County pays Marpan an amount not to exceed \$28 per ton to process its single-stream recycling, with a revenue sharing arrangement when the value of recycled commodities exceeds the cost to process them. However, because the cost to recycle currently far exceeds their resale value, the program has not generated any revenue for the County, and the County has paid Marpan the cap of \$28 each month since the start of the current contract term. Additionally, because the County's payment is capped at \$28 per ton, Marpan is absorbing operating losses to operate the single-stream recycling program. The City of Tallahassee currently has the same contract terms with Marpan.

As directed by the Board, staff has been in discussions with Marpan to determine the cost to maintain a viable financial partnership and continue the recycling program in the immediate term. The proposed contract amendment would provide for the following:

- From February 2020 through January 2021, the County would pay a flat fee of \$80.25 per ton representing Marpan's cost to process single-stream recycling (the "contractor fee"), less a 40% share of its revenues. Based on the current market value of commodities, the proposed amendment would increase the County's cost per ton to \$65.29, or an increase of approximately \$168,000 for the remainder of the current fiscal year.
- The County would have the option to extend the term of the agreement through September 2021 in order to provide budget certainty while the County and City explore options for the long-term future of the recycling program. During this period, the County's payment would increase to \$89 per ton, less a 30% share of Marpan's revenues. The proposed amendment would increase the County's net cost per ton to approximately \$78. Funds to pay for this amendment would be contemplated as part of the annual budget process.

As indicated above, on a monthly basis the County will pay Marpan a per ton rate to process the recyclable materials. Marpan, in turn, will share with the County a portion of the revenues generated per ton. In any month, the County's cost is capped at an amount not to exceed the contractor fee.

The increased costs of recycling discussed in this item are not unique to Leon County and Marpan. As part of the analysis presented to the Board during the January 28, 2020 meeting, staff conducted an updated survey of other Florida counties to better understand how Leon County's recycling program structure and costs compared around the State. Of those counties that have entered a new contract term in the past year, each is currently paying a comparable or higher net cost than the interim agreement that Marpan has requested. Okaloosa and Santa Rosa Counties have contracted with the Emerald Coast Utility Authority in Escambia County at a cost of approximately \$65 per ton. Lee County recently entered a new agreement at a cost of \$82.50 per ton, and Citrus County's net cost is \$120 per ton. Also, Hernando County is preparing to change contracts in April and anticipates a net cost of \$90 to \$180. There are several other counties that are nearing the expiration of their current contract, each of whom reported that their private recycling vendor has requested similar increases in recycling costs per ton at the end of their current contract term.

At the January 28, 2020 meeting, the Board authorized the County Administrator to engage a consultant in partnership with the City to assess current and projected market conditions, review recycling industry best practices, chart local and regional assets and transit options, and identify a range of policy options to maintain a viable recycling program in the long term. A final report and analysis will be brought back to the Board for consideration at the June 16, 2020 Budget Workshop. The consultant cost will be shared equally between the County and City. Staff has been in discussions with several local governments in Florida that have recently conducted similar recycling studies; after reviewing several highly-recommended consultants who specialize in the area of recycling and waste reduction, staff recommends the Board authorize the County Administrator to engage SCS Engineers via cooperative purchasing.

In accordance with the County's procurement guidelines, the County may utilize cooperative purchasing to purchase goods or services from authorized vendors listed on eligible contracts of other governmental entities, a process commonly known as "piggybacking." Specifically, Section 5.12(D) of the County's Purchasing Policy outlines that contracts with other governmental entities such as other municipalities, cities, counties, authorities, districts, school boards, etc., may be used as long as the contract was competitively obtained and the vendor agrees to include participation by other units of government. Request for Qualifications #16-18 for Civil Engineering Continuing Services was issued by Bay County in 2016 and resulted in Contract #16-18 being awarded to SCS Engineers. Bay County executed the contract on November 1, 2016 with SCS Engineers for civil engineering continuing services, including studies related to solid waste management. The contract was renewed on October 3, 2019, extending the terms through October 31, 2020. Cooperative purchasing on the Bay County contract is ideal in this situation as it provides Leon County the ability to utilize a highly-recommended consultant through a previously completed competitive contract bid to produce a final report in time for the Board to consider long-range policy options during the FY 2021 budget development process. The total cost of this analysis is \$70,000, which would be shared equally with the City.

As directed by the Board, the scope of services with SCS Engineers (Attachment #2) requires the consultant to provide a range of long-term policy options for the Board's consideration to maintain a viable recycling program. The scope of services specifically includes evaluating opportunities to increase commercial recycling, to collaborate with other local governments for any potential regional approaches to recycling, and any opportunities to remove materials from the recycling stream that could be used in other ways while also reducing the cost to recycle.

Options:

1. Authorize the County Administrator to execute an amendment to the contract between Leon County and Marpan Recycling for single stream recycling services in a form approved by the County Attorney.
2. Authorize the County Administrator to contract with SCS Engineers to conduct an analysis of long-term strategies for the future of the County's recycling program, in a form approved by the County Attorney.
3. Approve the associated Resolution and Budget Amendment (Attachment #3).
4. Board direction.

Recommendation:

Options #1 through #3

Attachments:

1. December 9, 2019 letter from Marpan Recycling
2. Consultant scope of work
3. Resolution and budget amendment



November 30, 2019

Mr. Reese Goad, City Manager
City Hall
300 South Adams Street
Tallahassee, Florida 32301

Mr. Vincent Long, County Administrator
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

Re: Single Stream Recycling

Dear Mr. Goad & Mr. Long,

As I write this letter Marpan Recycling's crew is at our processing plant working to separate materials from the residential and commercial single stream program (SS). The Thanksgiving holiday shifts our processing day back as it does your crews collecting the material and delivering them to our SS Plant. We have been open to receive SS material since the contract took effect in October 2013. We have never missed a day of being open to serve our contract. We have rarely rejected a load of your material.

As a result of our efforts, we still have a market for our programs materials, even though the pricing of those materials is unsustainable to support the Single Stream program under the current amended contract.

We developed our technique of sorting material with manual sorting, a primary rod deck screen, finger screens, ferrous magnets, non-ferrous eddy-current magnet, ballistic separator, and state of the art optical sorter. We led the industry in using ballistic separators to sort paper, cardboard and containers.



We did all this because we believe in the necessity and sustainability of recycling and have found a way to place recovered materials in up and down markets, but the current markets are getting worse not better.

There have been several factors affecting the markets since October of 2017. The most significant factor has been China's decision to stop buying the recovered single stream materials from the United States (Roughly 45% of the material purchased from the U.S). This has resulted in the following decreases in values: Aluminum Cans down 32.4%, Cardboard down 75%, Mixed Paper down 106.7%, PET (Water and soda bottles) down 37.7%. Markets continue to deteriorate with no relief in the foreseeable future.

While we have restructured our agreement over the term of our contract to respond to the changing market, world markets continue to worsen.

We believe that the single stream recycling program is an essential public service that needs to be continued. Without action to correct the deficit spending required to operate this recycling program it will not survive. Municipalities and private contractors all over America are facing many of the same issues as Marpan Recycling due to market conditions that are outside of their control. This has resulted in modifying program recyclables, contract renegotiations, municipalities building their own processing facilities, or discontinuing recycling programs all together.

It's clear that the cost of recycling now outpaces the cost of disposal, but I believe our community must remain committed to recycling.

I regret we find ourselves in these market conditions; however, if we continue to ride this market down, the program will come to an end and a great deal of dedicated recyclers in our community will be lost.



Despite not being financially viable, the value of recycling goes well beyond waste management. What it contributes to our environment is measurable; 31,000 metric tons of CO2 emissions are avoided annually because of the efforts of those who participate in single stream recycling in Tallahassee.

In order to make this program sustainable we need to act quickly before our SS plant is forced to close with an interim agreement that gives the City and County time to research what they find to be the best option going forward. The decisions made by the government of China and the results from them are outside of our control. It is up to our local governments to chart a course to keep single stream recycling available to residents.

We sincerely appreciate your willingness to work with us in supporting the program in the midst of declining markets. However, with the markets continuing to deteriorate, Marpan Recycling does not have the ability to continue absorbing the losses and will be forced to cease operations and terminate our contract due to circumstances beyond our control.

We would be willing to continue operation under an interim agreement for 12 months provided we can cover the majority of our costs. This interim agreement, preferably at cost, would allow the City and County to explore keeping the program alive and determine the best options for the future of the program.

We look forward to discussing this with you as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kim B. Williams", is written over a light blue horizontal line.

Kim B. Williams
President
Marpan Recycling LLC

DRAFT

February 3, 2020

Andrew Johnson
Assistant to the County Administrator for Legislative and Strategic Initiatives
Leon County
301 South Monroe Street
Tallahassee, FL 32301

Reference: Recycling Options Analysis

Dear Mr. Johnson:

SCS Engineers (SCS), is pleased to present our proposal for the Recycling Options Analysis Project (Project), which has been prepared at the request of Leon County (County).

BACKGROUND

The County and the City of Tallahassee (City) currently partner under separate contracts with one privately-operated material recovery facility (MRF), which accepts both the County's and the City's single-stream recycling from residents and businesses. That MRF has indicated that it is currently operating at a loss to process residential recyclables. It has agreed to continue operating under an interim agreement to allow the County and the City to explore options for the future of the County and the City's recycling program.

The County uses contract services for collections, recycling, transport, and disposal for all residential and commercial solid waste and recycling within its jurisdiction. All residential collection services are performed by an exclusive franchise. Commercial entities (e.g., businesses and multifamily complexes) can choose from any of the County's registered commercial haulers to provide solid waste and recycling collection services. The County owns and maintains a household hazardous waste collection facility, a landfill that is in the process of closure, and operates a yard waste mulching system on County property. The County also owns and operates a transfer station for municipal solid waste materials contracts for the hauling and disposal of solid waste at the Springhill Landfill in Jackson County, Florida. The City contacts with Waste Pro for curbside collection of solid waste and recyclable materials and utilizes in-house resources for the collection of bulky items and yard debris.

PURPOSE

The purpose of this project is to examine and provide a range of options for the management of recyclable materials in the future and to develop long-term policy strategies and recommendations to continue a financially viable recycling program in the County given the current and projected volatility in domestic and global recyclable materials markets. This evaluation will include an assessment of current and projected market conditions and identification of a range of policy options to continue a recycling

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program in the County for consideration by the Board of County Commissioners and the City Commission. The evaluation will document the current and future recycling needs of the County and City and identify opportunities to improve upon its current operations, including but not limited to potential changes to facilities, infrastructure, programs, and/or partnerships. Additionally, the evaluation will reflect the County's and the City's goals related to waste reduction; account for any anticipated regulatory changes; and take into consideration any anticipated technological, innovative, or market advancements that may influence the field of solid waste management and recycling.

OBJECTIVES

The objectives of the County and City include:

- Evaluating opportunities to remove materials from the recycling stream that could be used in other ways while also reducing the cost to recycle (e.g. glass, or anything that could be pelletized, etc.).
- Evaluating any potential regional opportunities for recycling (collecting from other nearby communities).
- Evaluating/addressing opportunities to increase commercial recycling.
- Providing a final report that presents a range of policy options for recycling in the long term (with discussion and analysis of each), including but not limited to:
 - Renegotiating with the current provider;
 - Seeking alternate proposals;
 - Hauling to the next closest facility;
 - Other ways to utilize the transfer station to support recycling;
 - Constructing and operating a new MRF (whether public or PPP); and
 - Sending recyclable materials to the landfill.

SCOPE OF SERVICES

Task 1 – Project Management Coordination

SCS will provide project management assistance to maintain coordination and continuity between the County, City, consulting team, and other stakeholders. SCS will prepare for and facilitate an initial planning meeting with the County's project delivery team (PDT) to discuss the context, goals, and objectives of the project as well as to confirm the principles and policy considerations that will guide the analysis detailed in subsequent tasks. Prior to the initial planning meeting, SCS will prepare and submit a data request to the County. The information provided will be used in part to prepare a PowerPoint Presentation that will frame the PDT discussions. Based on the initial planning meeting, SCS will prepare a Project Management Plan (PMP) that will serve as the roadmap for this project. The PMP will be updated periodically by the County to reflect work completed and other project issues, such as technical, financial, and other considerations identified by the PDT. As part of the PMP, SCS will prepare a project delivery schedule (i.e., Gantt chart) of all facets of the project including, but not limited to, critical meeting and deliverable dates and other milestones needed to prepare for the final presentation to the Board of County Commissioners.

As issues may arise requiring timely resolution, SCS will also participate in teleconferences as requested by the PDT. For budgetary purposes, we have assumed participation in one (1) initial 2-hour planning

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meeting attended by Daniel Dietch and Vita Quinn and up to four (4) 1-hour teleconferences. The following deliverables are anticipated during this task.

SCS will also prepare and submit monthly invoices, including a cover letter that summarizes the work performed during the invoice period.

Task 1 Deliverables

SCS will submit the following deliverables to the County under Task 1:

1. Data request memorandum (in .pdf format)
2. Project Planning Meeting Presentation (draft and final in .pdf format).
3. Up to four (4) 1-hour project coordination teleconferences.
4. Monthly invoices (in .pdf format)

Task 2 – Assessment of Current Conditions

SCS will conduct an assessment of current conditions as outlined in the following subtasks:

Subtask 2.1 – Waste Generation

SCS will review and compile publically available solid waste generation data (e.g., the most current FDEP data) and provide a breakdown by waste stream component (e.g., paper, plastic, metal, glass, yard trash, etc.), sector (e.g., residential single-family, residential multi-family, and commercial) and disposition (e.g., recycled, composted, landfilled, etc.)

Subtask 2.2 – Current Operations and Management Characterization

SCS will evaluate the capacity and efficiency of current waste and recyclables management strategies based upon the information provided by the County and City with respect to current facilities, infrastructure, practices, and contractual arrangements.

Subtask 2.3 – Inventory of Facilities in the Region

SCS will research and provide a graphical presentation (i.e., map) of all waste and recycling facilities in the region (e.g., within 100 miles of the County center that may be available to accept materials from the County and City, including landfills, materials recovery facilities (MRFs), construction and demolition (C&D) sorting facilities, transfer stations, household hazardous waste (HHW) facilities, waste-to-energy facilities, composting or anaerobic digestion facilities, and any other facility that may handle special wastes, etc. The map will be supported by facility details including location, distance from the County center, total capacity, estimated life expectancy, a description of general operations, and a description of any significant environmental impact that may result from use of that facility.

Task 2 Deliverable

SCS will submit the following deliverable to the County under Task 2:

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1. Preliminary (in .docx format) and final current conditions assessment summary memorandum (in .pdf format).

Task 3 – Recycling Needs Analysis

SCS will analyze the future recycling needs as outlined in the following subtasks:

Subtask 3.1 – Project Future Waste Stream

SCS will project the County's and City's waste streams for the next 10 years using information such as current waste generation rates, population growth, transportation systems, economic development initiatives, land use planning, and any other factors such as future population locations. The projections shall be categorized by residential, nonresidential, and C&D generators, separately and collectively. In addition, projections will be presented as quantities for each individual waste type to aid in determining if waste management opportunities exist for a specific waste type, including estimates of how much of each waste type will be recycled, composted, and/or disposed. To help inform the analysis, SCS will identify factors that may affect the future recyclable materials stream, such as policies and legislation.

Subtask 3.2 – Identify Unmet Needs

SCS will identify unmet recycling needs based upon the information gathered in Tasks 2 and 3, including consideration of current facilities, infrastructure, practices, and contractual agreements. SCS will discuss the anticipated impacts of each item if it were to be implemented, with a focus on the opportunities that could contribute positively to the long-term financial sustainability of the County's and City's recycling program. These opportunities may include, but not be limited to collection system alternatives, including changes to accepted materials and single-stream collection of recyclables and changes to existing County and/or City ordinances relating to solid waste and recycling management.

Task 3 Deliverable

SCS will submit the following deliverable to the County under Task 3:

1. Preliminary (in .docx format) and final recycling needs analysis summary memorandum (in .pdf format).

Task 4 – Feasibility Study

SCS will assess the technical and financial feasibility of options to address recyclable materials generated in the County over the long term as outlined in the following subtasks:

Subtask 4.1 – Analyze the Feasibility of Pursuing Unmet Needs

For each unmet need identified in Task 3, SCS will:

- Estimate the cost to implement each and include a discussion of recommended or commonly-used funding mechanisms;
- Describe the potential benefits;
- Identify barriers to implementation;

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- Note opportunities for public-private partnerships;
- Describe potential management needs of the County and/or City to implement each item;
- Provide a summary of the feasibility and viability of each unmet need identified in Task 3.

Subtask 4.2 – Develop Alternative Scenarios

SCS will develop at least four alternative management scenarios (including the status quo) that combine the information gathered in Tasks 2 – 3 with the analysis from Subtask 4.1. Alternative scenarios will reflect variation in cost, time to implement, and estimated waste diversion achieved. Each scenario should employ life-cycle assessment (LCA) principles to estimate the relative environmental impacts and economic costs, including:

- Cost-effective capital utilization;
- Highest efficiency, maximum up-time and elimination of unnecessary redundancy;
- Energy efficiency, low emissions, and GHG reduction;
- Latest emerging technologies and processing trends;
- Addressing processing during the transition period between the end of the current arrangement and initiation of a new one.

SCS will summarize and formulate a recommendation on the feasibility and viability of each alternative scenario.

Task 4 Deliverable

SCS will submit the following deliverable to the County under Task 4:

1. Preliminary (in .docx format) and final recycling feasibility summary memorandum (in .pdf format).

Task 5 – Presentation of Findings

SCS will prepare a preliminary summary letter report that summarizes the data, analysis, and findings based on the activities detailed in Tasks 2 – 4, and present the recommendations for County and City review and direction. Following receipt and adjudication of the comments, SCS will prepare a final summary letter report for County use. In addition, SCS will prepare a summary presentation including frequently asked questions. SCS will prepare one draft PowerPoint presentation for review by County staff. We expect that the County will provide one set of consolidated comments on the presentation, and SCS will revise the presentation to address the County's comments as appropriate.

It is assumed that two SCS staff (Daniel Dietch and Vita Quinn) will attend the Commission Meeting to present the findings and recommendations and answer technical questions. The planning and production work elements are assumed to be accomplished via e-mail and teleconferences.

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Task 5 Deliverables

SCS will submit the following deliverables to the County under Task 5:

1. Preliminary (in .docx format) and final Recycling Options Analysis summary letter report (in .pdf format).
2. Draft (in .docx format) and final frequently asked questions (in .pdf format).
3. Draft and final Findings and Recommendations Presentation (in .ppt format).
4. Up to two (2) 1-hour project coordination teleconferences.

ASSUMPTIONS AND LIMITATIONS

The scope of services exclude any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

1. The project duration is based on notice-to-proceed issued on February 13, 2020 and project completion on June 16, 2020.
2. SCS is not responsible for delays outside of our control.
3. The County will provide data requested timely, including. But not limited to:
 - General information on solid waste and recycling management programs and public education;
 - Waste composition data;
 - Information on local planning and zoning regulations, transportation systems, geographic factors, or other similar information;
 - Historical solid waste and recycling data reports as provided by the waste haulers;
 - Copies of applicable contracts, policies, public outreach pieces, and other solid waste and recycling program information; and
 - Any other relevant data the County and/or City has readily available.
4. The County will prepare meeting minutes.
5. The County will review timely and provide consolidated comments on each deliverable prior to SCS preparing final documents including reviewing potential conflicts with current County policies and adopted land use plans.
6. The budget assumes attending one (1) County Commission Meeting and one (1) City Commission Meeting on consecutive days.
7. Out-of-scope work activities will not be performed without approval from the Client, and if directed by the County, such services will be performed in accordance with the negotiated hourly rates identified in Contract [**SPECIFY**].

PROJECT SCHEDULE

Table 1 presents a conceptual project schedule including task and sub-task durations in discrete and cumulative days.

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Table 1
Estimated Project Schedule

Task	Subtask	Activity	Duration (days ¹)	Duration (cumulative ²)
1		Project Management Coordination ³	125	125
2		Assessment of Current Conditions	21	21
	2.1	Waste Generation		
	2.2	Current Operations and Management Characterization		
	2.3	Inventory of Facilities in the Region		
3		Recycling Needs Analysis	31	
	3.1	Project Future Waste Stream		
	3.2	Identify Unmet Needs		
4		Feasibility Study	35	
	4.1	Analyze the Feasibility of Pursuing Unmet Needs		
	4.2	Develop Alternative Scenarios		
5		Presentation of Findings	38	125

NOTES:

1. Calendar days
2. The cumulative duration (calendar days) commences at Notice-to-Proceed.
3. Project Management Coordination has a total duration of 125 days

COST

SCS proposes to complete this work on a time and material basis with an estimated not-to-exceed budget of \$70,699 as presented in Attachment A. The County agrees that SCS may request budget adjustments between tasks provided the total budget and schedule is not exceeded.

Work will be performed in general accordance with the existing contract [**SPECIFY**].

Thank you for choosing SCS as your consultant for this project. If you have any questions regarding the information contained herein, or if we can be of additional service, please contact Daniel Dietch at (305) 298-6568.

Sincerely,

SCS ENGINEERS

Daniel Dietch
Project Director

Vita Quinn
Project Director

Attachment
A Estimated Budget

Attachment A
Estimated Budget

**MANPOWER AND FEE ESTIMATE
SCS BU09 - STANDARD FEE SCHEDULE THROUGH 12/31/20
LEON COUNTY - RECYCLING OPTIONS ANALYSIS**

LABOR COSTS

Personnel	LABOR SUMMARY							BILLING BUDGET		
	Tasks (Hours)							Hours	Rate	Total
	Task 1 Project Management Coordination	Task 2 Assessment of Current Conditions	Task 3 Recycling Needs Analysis	Task 4 Feasibility Study	Task 5 Presentation of Findings	Task 6 Task 6 Name	Task 7 Task 7 Name	Hours	(\$)	(\$)
Principal/Business Unit Director	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 255	\$ -
Project Director	16.0	14.0	18.0	38.0	32.0	0.0	0.0	118.0	\$ 225	\$ 26,550
Director of Management Services	12.0	0.0	0.0	14.0	30.0	0.0	0.0	56.0	\$ 225	\$ 12,600
Senior Project Manager	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 185	\$ -
Project Manager II	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 175	\$ -
Project Manager I	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 165	\$ -
Senior Project Professional II	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 155	\$ -
Senior Project Professional I	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 150	\$ -
Project Professional II	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 130	\$ -
Project Professional I	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 120	\$ -
Designer	0.0	6.0	0.0	0.0	0.0	0.0	0.0	6.0	\$ 110	\$ 660
Staff Professional II	12.0	44.0	40.0	0.0	38.0	0.0	0.0	134.0	\$ 110	\$ 14,740
Staff Professional I	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 105	\$ -
Senior Superintendent	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 105	\$ -
Analyst III	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 110	\$ -
Analyst II	0.0	0.0	0.0	56.0	0.0	0.0	0.0	56.0	\$ 105	\$ 5,880
Data Analyst	0.0	0.0	0.0	40.0	0.0	0.0	0.0	40.0	\$ 100	\$ 4,000
Analyst I	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 95	\$ -
Senior Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 95	\$ -
Associate Staff Professional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 95	\$ -
Designer/Drafter	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 93	\$ -
Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 80	\$ -
Secretarial/Clerical	8.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$ 80	\$ 640
Subtotal Labor (hours)	48.0	64.0	58.0	148.0	100.0	0.0	0.0	418.0	\$	65,070

**MANPOWER AND FEE ESTIMATE
SCS BU09 - STANDARD FEE SCHEDULE THROUGH 12/31/20
LEON COUNTY - RECYCLING OPTIONS ANALYSIS**

DIRECT COSTS

Reimbursable	Unit Cost		Task (Quantity)							Total	Total
	(\$)	Unit	Task 1 Project Management Coordination	Task 2 Assessment of Current Conditions	Task 3 Recycling Needs Analysis	Task 4 Feasibility Study	Task 5 Presentation of Findings	Task 6 Task 6 Name	Task 7 Task 7 Name	Units	(\$)
Vehicle Mileage	\$ 0.58	mile	0	0	0	660	330	0	0	990	\$ 569
Vehicle	\$ 85.00	day	0	0	0	0	0	0	0	0	\$ -
Vehicle	\$ 400.00	week	0	0	0	0	0	0	0	0	\$ -
Report Reproduction Fee 1	\$ 50.00	report	0	0	0	0	0	0	0	0	\$ -
Report Reproduction Fee 2	\$ 100.00	report	0	0	0	0	0	0	0	0	\$ -
Report Reproduction Fee 3	\$ 150.00	report	0	0	0	0	0	0	0	0	\$ -
Report Reproduction Fee 4	\$ 200.00	report	0	0	0	0	0	0	0	0	\$ -
Report Reproduction Fee 5	\$ 250.00	report	0	0	0	0	0	0	0	0	\$ -
CAD/GIS Usage	\$ 5.00	hour	0	0	0	0	0	0	0	0	\$ -
Auger - Handheld	\$ 5.00	day	0	0	0	0	0	0	0	0	\$ -
Field Tablet	\$ 5.00	day	0	0	0	0	0	0	0	0	\$ -
Field Truck	\$ 95.00	day	0	0	0	0	0	0	0	0	\$ -
Field Truck	\$ 425.00	week	0	0	0	0	0	0	0	0	\$ -
Field Truck	\$ 1,400.00	mo.	0	0	0	0	0	0	0	0	\$ -
Four Gas Meter	\$ 15.00	day	0	0	0	0	0	0	0	0	\$ -
Four Gas Meter	\$ 75.00	week	0	0	0	0	0	0	0	0	\$ -
GEM Meter	\$ 136.00	day	0	0	0	0	0	0	0	0	\$ -
GEM Meter	\$ 375.00	week	0	0	0	0	0	0	0	0	\$ -
GEM Meter	\$ 1,055.00	mo.	0	0	0	0	0	0	0	0	\$ -
GPS Equipment - Handheld	\$ 25.00	day	0	0	0	0	0	0	0	0	\$ -
Groundwater Equipment Kit	\$ 250.00	day	0	0	0	0	0	0	0	0	\$ -
GW Sampling Equipment - Supplemental	\$ 13.00	filter	0	0	0	0	0	0	0	0	\$ -
Nuclear Gauge	\$ 50.00	day	0	0	0	0	0	0	0	0	\$ -
Nuclear Gauge	\$ 150.00	week	0	0	0	0	0	0	0	0	\$ -
Soil Sampling Equipment Kit	\$ 50.00	day	0	0	0	0	0	0	0	0	\$ -
Surface Water Equipment Kit	\$ 100.00	day	0	0	0	0	0	0	0	0	\$ -
Trimble Equipment Kit	\$ 50.00	day	0	0	0	0	0	0	0	0	\$ -
Trimble Equipment Kit	\$ 200.00	week	0	0	0	0	0	0	0	0	\$ -
Trimble Equipment Kit	\$ 750.00	mo.	0	0	0	0	0	0	0	0	\$ -
Turbidity Meter / Peristaltic Pump	\$ 30.00	day	0	0	0	0	0	0	0	0	\$ -
Turbidity Meter / Peristaltic Pump	\$ 80.00	week	0	0	0	0	0	0	0	0	\$ -
Water Level Meter / Interface Probe	\$ 25.00	day	0	0	0	0	0	0	0	0	\$ -
YSI 556 Meter	\$ 110.00	day	0	0	0	0	0	0	0	0	\$ -
YSI 556 Meter	\$ 320.00	week	0	0	0	0	0	0	0	0	\$ -

MANPOWER AND FEE ESTIMATE
SCS BU09 - STANDARD FEE SCHEDULE THROUGH 12/31/20
LEON COUNTY - RECYCLING OPTIONS ANALYSIS

Direct Costs

\$	-	\$	-	\$	-	\$	380	\$	190	\$	-	\$	-
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\$	569
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**MANPOWER AND FEE ESTIMATE
SCS BU09 - STANDARD FEE SCHEDULE THROUGH 12/31/20
LEON COUNTY - RECYCLING OPTIONS ANALYSIS**

REIMBURSABLE COSTS

Reimbursable	Unit Cost		Task (Quantity)							Total	Total
	(\$)	Unit	Task 1 Project Management Coordination	Task 2 Assessment of Current Conditions	Task 3 Recycling Needs Analysis	Task 4 Feasibility Study	Task 5 Presentation of Findings	Task 6 Task 6 Name	Task 7 Task 7 Name	Units	(\$)
Subconsultant - 1	\$ -	ls	0	0	0	0	0	0	0	0	\$ -
Subconsultant - 2	\$ -	ls	0	0	0	0	0	0	0	0	\$ -
Subconsultant - 3	\$ -	ls	0	0	0	0	0	0	0	0	\$ -
Subconsultant - 4	\$ -	ls	0	0	0	0	0	0	0	0	\$ -
Subconsultant - 5	\$ -	ls	0	0	0	0	0	0	0	0	\$ -
Parking & Tolls	\$ -	day	0	0	0	0	0	0	0	0	\$ -
Air Fare	\$ 500.00	each	2	0	0	0	2	0	0	4	\$ 2,000
Meal Per Diem	\$ 100.00	day	2	0	0	4	2	0	0	8	\$ 800
Lodging, Hotel	\$ 200.00	day	2	0	0	4	2	0	0	8	\$ 1,600
Postage & Freight	\$ -	ls	0	0	0	0	0	0	0	0	\$ -
Equipment Rental	\$ -	day	0	0	0	0	0	0	0	0	\$ -
Supplies	\$ -	each	0	0	0	0	0	0	0	0	\$ -
Licenses/Permits	\$ -	T&M	0	0	0	0	0	0	0	0	\$ -
Reimbursable			\$ 1,600	\$ -	\$ -	\$ 1,200	\$ 1,600	\$ -	\$ -		\$ 4,400
G&A, 15.0% Reimbursable			\$ 240	\$ -	\$ -	\$ 180	\$ 240	\$ -	\$ -		\$ 660
Total Project Costs											
Labor Costs			\$ 8,260	\$ 8,650	\$ 8,450	\$ 21,580	\$ 18,130	\$ -	\$ -		\$ 65,070
Direct Costs			\$ -	\$ -	\$ -	\$ 380	\$ 190	\$ -	\$ -		\$ 569
Reimbursable Costs			\$ 1,840	\$ -	\$ -	\$ 1,380	\$ 1,840	\$ -	\$ -		\$ 5,060
Total Fee Estimate			\$ 10,100	\$ 8,650	\$ 8,450	\$ 23,340	\$ 20,160	\$ -	\$ -		\$ 70,699

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; 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 11th day of February, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, 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

FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB 20006
Date: 1/16/2020

Agenda Item No: _____
Agenda Item Dat 2/11/2020

County Administrator

Vincent S. Long

Deputy County Administrator

Alan Rosenzweig

Request Detail

Expenditures

<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>	Current Budget	Change	Adjusted Budget
				General Fund			
001	990	59900	599	Contingency	200,000	(168,000)	32,000
				Transfer to Fund			
001	950	591401	581	401	-	168,000	168,000
Subtotal:						-	

Revenues

<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>	Current Budget	Change	Adjusted Budget
				Transfer from			
401	950	381001	000	Fund 001	1,017,985	168,000	1,185,985
Subtotal:						168,000	

Expenditures

<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>	Current Budget	Change	Adjusted Budget
				Other Contractual			
401	441	53400	519	Services	7,237,723	168,000	7,405,723
Subtotal:						168,000	

Purpose of Request

This budget amendment appropriates \$168,000 from the General Fund Contingency to cover a portion of the contract amendment costs with Marpan Recycling for FY 2020.

Group/Program Director

Tim Barden, Budget Manager

Scott Ross, Director
Office of Financial Stewardship

Approved By: Resolution

Motion Administrator

BUDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2019/20)				
		GENERAL FUND 001-990-59900-599		Beginning Balance: \$200,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
	<i>3-Feb-20</i>	<i>11-Feb-20</i>	<i>Interim Agreement with Marpan Recycling and Consultant Services for Long-term Recycling Analysis</i>	\$168,000
 <i>Bold, Italic items are pending Board Approval</i> 				
USAGE TO DATE (TOTAL AMENDMENTS)				<u>\$168,000.00</u>
ENDING BALANCE				32,000.00
END BALANCE AS % OF BEGIN BALANCE				16%
USAGE BALANCE AS % OF BEGIN BALANCE				84%

ITEM #17

The following agenda item for the February 11, 2020 Board Meeting, will be distributed under separate cover:

17. Council on Culture and Arts Cultural Facilities Matching Grant Program Awards
(County Administrator/ Tourism Division)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #18

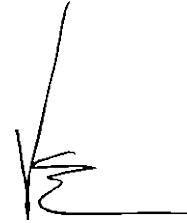
Leon County Board of County Commissioners

Agenda Item #18

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee Leon County Comprehensive Plan Capital Improvements Schedule

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, and Community Enhancement (PLACE) Cherie Bryant, Director, Planning Department
Lead Staff/ Project Team:	Artie White, Administrator of Comprehensive Planning

Statement of Issue:

This item provides for the annual update to the Five-Year Schedule of Capital Improvements pursuant to Florida Statutes, and requests the Board conduct the first and only public hearing to adopt an Ordinance updating the Tallahassee-Leon County Comprehensive Capital Improvement Schedule.

Fiscal Impact:

This item has no fiscal impact. County capital projects contained in the Capital Improvements Element (CIE) are included as part of the County's annual budget process.

Staff Recommendation:

Option #1: Conduct first and only public hearing and adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule (Attachment #1).

Report and Discussion

Background:

This agenda item requests the Board conduct the first and only public hearing to consider adoption of an Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule.

The annual update to the Five-Year Schedule of Capital Improvements in the Tallahassee-Leon County Comprehensive Plan comes before the Board for consideration following the budget hearings for FY 2020. Updating the Five-Year Capital Improvements Schedule (CIS) in the Comprehensive Plan is adopted by ordinance and is not deemed to be an amendment to the local comprehensive plan. Capital improvements required to be included in the CIS are sanitary sewer, solid waste, drainage, potable water, and transportation facilities, including mass transit.

Analysis:

Pursuant to §163.3177(3)(b), Florida Statutes, the Capital Improvements Element (CIE) must be reviewed by the local government on an annual basis. The CIS (Attachment #1, Exhibit A) consists of excerpts from the County's (and City's) adopted Capital Improvements Programs, the five-year capital plans from the Capital Region Transportation Planning Agency (CRTPA) identified in the Regional Mobility Plan, and any Significant Benefit projects funded by proportionate share payments.

Additionally, the CIS includes the School District's adopted Five-Year Facilities Work Program, approved by the Leon County School Board on December 10, 2019. According to the School Board, the Five-Year District Facilities Work Program is "a complete, balanced capital outlay plan that is financially feasible," consistent with the requirements of Section 1013.35, Florida Statutes.

The updates to the FY2020-FY2024 CIS that is before the Board for consideration, incorporates portions of the County's Capital Improvements Program adopted by the Board during the FY 2020 budget hearings. Staff recommends adoption of the Ordinance updating the Capital Improvements Schedule.

This public hearing has been noticed and advertised in accordance with Florida law (Attachment #2).

Options:

1. Conduct first and only public hearing and adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule (Attachment #1).
2. Conduct first and only public hearing and do not adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance with Exhibit A: Leon County Capital Improvements Schedule
2. Notice of Public Hearing

1 Comprehensive Plan” (the “Comprehensive Plan”) pursuant to the latest Evaluation and Appraisal
2 Report; and

3 WHEREAS, Section 163.3177(3)(b), Florida Statutes, requires Leon County to perform an
4 annual review of the Capital Improvements Element of the Comprehensive Plan; and

5 WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, modifications to update the
6 5-year Capital Improvements Schedule of the Capital Improvements Element of the Comprehensive
7 Plan may be accomplished by ordinance and may not be deemed to be amendments to the
8 Comprehensive Plan; and

9 WHEREAS, the Board of County Commissioners of Leon County held a public hearing, with
10 due public notice having been provided, and considered all oral and written comments received
11 during such public hearing, including the data collection and analyses packages, and the
12 recommendations of the Tallahassee-Leon County Local Planning Agency; and

13 WHEREAS, in exercise of its authority the Board of County Commissioners of Leon County
14 has determined it necessary and desirable to adopt this update to the 5-year Capital Improvements
15 Schedule of the Capital Improvements Element of the Comprehensive Plan;

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

18 **Section 1. Purpose and Intent.**

19 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
20 authority set out in the Community Planning Act, Sections 163.3161 through 163.3215, Florida
21 Statutes, as amended.

22 **Section 2. Capital Improvements Schedule Update.**

1 This Ordinance does hereby adopt by reference the FY2019/2020 Capital Improvements
2 Schedule attached hereto as Exhibit “A,” and made a part hereof, as an update to the 5-year Capital
3 Improvements Schedule of the Capital Improvements Element of the Tallahassee-Leon County 2030
4 Comprehensive Plan, as amended.

5 **Section 3. Applicability and Effect.**

6 The applicability and effect of this amendment to the 2030 Comprehensive Plan shall be as
7 provided by the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes, and
8 this Ordinance, and shall apply to all properties under the jurisdiction of Leon County.

9 **Section 4. Conflict with Other Ordinances and Codes.**

10 All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in conflict
11 with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

12 **Section 5. Severability.**

13 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of
14 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions
15 and portions of this Ordinance shall remain in full force and effect.

16 **Section 6. Copy on File.**

17 To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public, a
18 certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon County
19 2030 Comprehensive Plan and these updates thereto, shall also be located in the Tallahassee-Leon
20 County Planning Department. The Planning Director shall also make copies available to the public
21 for a reasonable publication charge.

22 **Section 7. Effective Date.**

EXHIBIT A

TEXT UPDATE FY 2020 – FY 2024 CAPITAL IMPROVEMENTS SCHEDULE:

LEON COUNTY

CAPITAL IMPROVEMENTS SCHEDULE



Components of the Schedule of Capital Improvements:

- Leon County 5-year Capital Improvements Program excerpts
- Blueprint Intergovernmental Agency Capital Improvements Program
- CRTPA 5-year Transportation Improvement Program, Major Capacity
- CRTPA Regional Mobility Plan (RMP) Priority Project List
- Significant Benefit Project Priority List
- Leon County School District 2019-2020 Work Plan

Leon County 5-year Capital Improvements Program Excerpts

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2020 - FY 2024

Funding Source: Proportionate Share/Grant Accounts								
Fund	Description	FY 2019 Adjusted Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation (Mobility) Element</u>								
125	Magnolia Drive Multi-Use Trail	5,338,174	-	-	-	-	-	5,338,174
125	Smith Creek Bike Lanes Phase I	110,000	-	-	-	-	-	110,000
125	Smith Creek Bike Lanes Phase II	134,205	-	-	-	-	-	134,205
NONE		-	-	-	-	-	-	-
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>								
NONE								
<u>Comprehensive Plan Capital Improvements: Parks and Recreation Element</u>								
125	St. Marks Headwaters Greenway	995,983	-	-	-	-	-	995,983
<u>Comprehensive Plan Capital Improvements: Utilities Element</u>								
125	Belair-Annawood Sewer Project	1,689,730	-	-	-	-	-	1,689,730
125	Comprehensive Wastewater Treatment Project	500,000	-	-	-	-	-	500,000
125	FDEP Springs Restoration Project	1,500,000	-	-	-	-	-	1,500,000
125	NE Lake Munson Septic to Sewer	2,750,000	-	-	-	-	-	2,750,000
125	Woodville Sewer Project	1,500,000	-	-	-	-	-	1,500,000
<u>Capital Improvement Projects Not Related to the Comprehensive Plan</u>								
125	Intersection & Safety Improvements ¹	13,121	-	-	-	-	-	13,121
125	Old Bainbridge Road Safety Improvements	830,092	-	-	-	-	-	830,092
GRAND TOTAL		15,361,305	-	-	-	-	-	15,361,305

Funding Source: Capital Improvement Fund (General Revenue)								
Fund	Description	FY 2019 Adjusted Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation (Mobility) Element</u>								
NONE								
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>								
305	Transportation and Stormwater Improvements	71,826	-	-	-	-	-	71,826
<u>Comprehensive Plan Capital Improvements: Parks and Recreation Element</u>								
305	Apalachee Regional Park	2,338,570	193,405	-	250,000	100,000	500,000	3,381,975
305	Boat Landing Improvements	296,181	-	-	-	-	-	296,181
305	Chaires Park	-	800,000	-	-	-	-	800,000
305	Dog Parks - Unincorporated Area	95,000	30,000	-	-	-	-	125,000
305	J. Lee Vause Park Improvements	333,799	130,000	-	-	-	-	463,799
305	J.R. Alford Greenway	110,000	-	-	-	-	-	110,000
305	Northeast Community Park	95,975	-	-	-	-	-	95,975
305	Okeeheepkee Prairie Park	185,634	-	-	-	-	-	185,634
305	St. Marks Headwaters Greenway	80,578	-	-	-	-	-	80,578
<u>Comprehensive Plan Capital Improvements: Utilities Element</u>								
305	Belair-Annawood Sewer Project	1,742,576	-	-	-	-	-	1,742,576
305	NE Lake Munson Septic to Sewer	2,750,000	-	-	-	-	-	2,750,000
305	Street Lights Program - Unincorporated Areas	337,934	-	-	-	-	-	337,934
305	Woodside Heights Sewer Project - FDEP	1,100,000	-	-	-	-	-	1,100,000
305	Woodville Sewer Project	1,500,000	-	-	-	-	-	1,500,000
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>								
305	Faulk Drive Pond Sediment Removal	233,591	-	-	-	-	-	233,591
305	Geographic Information Systems Incremental Basemap	298,500	298,500	298,500	298,500	298,500	298,500	1,791,000
305	Greenways Capital Maintenance	714,444	150,000	250,000	250,000	250,000	250,000	1,864,444
305	Longview Drive Sinkhole	500,000	-	-	-	-	-	500,000
305	N. Florida Fairgrounds Road Milling and Resurfacing	-	-	220,000	-	-	-	220,000

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2020 - FY 2024

Funding Source: Capital Improvement Fund (General Revenue continued)

<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>								
305	Parks Capital Maintenance	2,770,139	350,000	350,000	350,000	350,000	350,000	4,520,139
305	Pedrick Pond Stormwater Improvements	30,902	-	-	-	-	-	30,902
305	Solar Arrays on County Buildings	-	50,000	50,000	50,000	50,000	50,000	250,000
305	Stormwater Infrastructure Preventative Maintenance	1,341,379	-	-	-	-	-	1,341,379
305	Stormwater Pond Repairs	157,693	100,000	100,000	100,000	100,000	100,000	657,693
305	Stormwater Structure Inventory Mapping	12,224	-	-	-	-	-	12,224
305	Total Maximum Daily Load (TMDL) Compliance Activities	340,000	-	-	-	-	-	340,000
GRAND TOTAL		17,436,945	2,101,905	1,268,500	1,298,500	1,148,500	1,548,500	24,802,850

Funding Source: Gas Tax

Fund	Description	FY 2019 Adjusted Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation (Mobility) Element</u>								
306	Sidewalk Program	4,244,076	547,408	586,073	1,625,735	1,666,395	1,708,055	10,377,742
306	Transportation and Stormwater Improvements	3,933,730	1,620,000	674,500	850,000	500,000	500,000	8,078,230
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>								
306	Arterial & Collector Road Pavement Markings	171,435	135,200	135,200	135,200	135,200	135,200	847,435
306	Baum Road Drainage Improvements	228,760	-	750,000	-	-	-	978,760
306	Intersection & Safety Improvements ¹	-	345,850	-	-	-	-	345,850
306	Maylor Road Accessibility/Stormwater Improvements	-	481,250	2,739,500	-	-	-	3,220,750
306	Old Bainbridge Road Safety Improvements	422,000	-	-	-	-	-	422,000
306	Public Works: Design and Engineering Services	100,000	100,000	100,000	100,000	100,000	100,000	600,000
306	Springhill Road Bridge Rehabilitation	350,500	-	-	-	-	-	350,500
306	Stormwater Infrastructure Preventative Maintenance	-	200,000	300,000	300,000	300,000	300,000	1,400,000
GRAND TOTAL		9,450,501	3,429,708	5,285,273	3,010,935	2,701,595	2,743,255	26,621,267

Funding Source: Sales Tax

Fund	Description	FY 2019 Adjusted Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation (Mobility) Element</u>								
NONE								
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>								
NONE								
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>								
308	Arterial/Collector and Local Road Resurfacing	-	-	-	-	-	-	-
308	Intersection & Safety Improvements ¹	4,428,907	-	-	-	-	-	4,428,907
GRAND TOTAL		4,428,907	-	-	-	-	-	4,428,907

Funding Source: Sales Tax Extension

Fund	Description	FY 2019 Adjusted Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation (Mobility) Element</u>								
309	Magnolia Drive Multi-Use Trail	199,330	-	-	-	-	-	199,330
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>								
309	Killearn Acres Flood Mitigation	497,677	-	-	-	-	-	497,677
309	Killearn Lakes Plantation Stormwater	800,000	-	-	-	-	-	800,000
309	Lake Henrietta Renovation	1,172,554	-	-	-	-	-	1,172,554
<u>Comprehensive Plan Capital Improvements: Parks and Recreation Element</u>								
309	Apalachee Regional Park	-	-	-	-	-	-	-

Leon County Board of County Commissioners
CIE Schedule of Projects Plan Amendment FY 2020 - FY 2024

Funding Source: Sales Tax Extension (continued)							
<u>Comprehensive Plan Capital Improvements: Utilities Element</u>							
309	Woodside Heights Sewer Project - FDEP	1,986,268	-	-	-	-	1,986,268
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
309	Arterial/Collector and Local Road Resurfacing	3,520,350	-	-	-	-	3,520,350
309	Community Safety and Mobility	1,453,274	-	-	-	-	1,453,274
309	Fords Arm (formerly Lexington Pond Retrofit)	2,913,300	-	1,600,000	-	-	4,513,300
309	Fred George Park	487,850	-	-	-	-	487,850
309	Intersection & Safety Improvements ¹	560,828	-	250,000	-	-	810,828
309	Lake Munson Restoration	70,000	-	-	-	-	70,000
309	Longwood Outfall Retrofit	223,345	-	-	-	-	223,345
309	Open Graded Hot Mix (OGHM) Maintenance and Resurfacing	1,428,503	-	-	-	-	1,428,503
309	Westside Stormwater	400,000	-	-	-	-	400,000
GRAND TOTAL		15,713,279	1,206,595	1,850,000	-	-	18,769,874

Funding Source: Sales Tax - Extension 2020								
Fund	Description	FY 2019 Adjusted Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation (Mobility) Element</u>								
NONE								
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>								
351	Arterial/Collector and Local Road Resurfacing	-	2,802,900	3,574,000	3,667,100	3,762,100	3,859,950	17,666,050
351	Intersection & Safety Improvements ¹	-	-	500,000	500,000	500,000	500,000	2,000,000
351	Open Grade Hot Mix (OGHM) Maintenance and Resurfacing	-	600,000	600,000	600,000	600,000	600,000	3,000,000
GRAND TOTAL		-	3,402,900	4,674,000	4,767,100	4,862,100	4,959,950	22,666,050

Funding Source: Sales Tax - Extension 2020 JPA Agreement								
Fund	Description	FY 2019 Adjusted Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation (Mobility) Element</u>								
352	Sidewalk Program	-	937,500	1,250,000	1,250,000	1,250,000	1,250,000	5,937,500
<u>Comprehensive Plan Capital Improvements: Stormwater Elements</u>								
352	Woodville Sewer Project	-	-	-	-	2,125,000	2,125,000	4,250,000
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>								
352	L.I.F.E. 2/3 Match Program	-	-	-	-	100,000	-	100,000
352	L.I.F.E. Boat Landing Enhancements & Upgrades	-	125,000	125,000	-	125,000	171,440	546,440
352	L.I.F.E. Fire Safety Infrastructure	-	-	125,000	125,000	125,000	125,000	500,000
352	L.I.F.E. Miccosukee Sense of Place	-	255,580	184,800	187,730	201,610	-	829,720
352	L.I.F.E. Recreational Amenities	-	-	200,000	350,000	-	-	550,000
352	L.I.F.E. Rural Road Safety Stabilization	-	175,000	175,000	175,000	175,000	175,000	875,000
352	L.I.F.E. Stormwater and Flood Relief	-	-	-	-	115,000	400,000	515,000
352	L.I.F.E. Street Lighting	-	125,000	125,000	125,000	125,000	125,000	625,000
GRAND TOTAL		-	1,618,080	2,184,800	2,212,730	4,341,610	4,371,440	14,728,660

Notes:
1. Intersection and Safety Improvements: Total Project Funding 5,002,856 345,850 750,000 500,000 500,000 500,000 7,598,706
The following intersections will be addressed in response to concurrency requirements: Blairstone Road/Old St. Augustine Road, Old Bainbridge/Portland; Medallion Way/Buck Lake; Geddie Road/State Road 20; Aeon Church/State Road 20; North Monroe Street/Crowder; Old Bainbridge Road/Capital Circle NW; Miles Johnson Road/Miccosukee Road; Old Bainbridge Road/Capital Circle NW; and Wakulla Springs/Oakridge.

All projects are currently funded in the Leon County Board of County Commissioners' FY 2020 - FY 2024 Capital Improvement Program. In accordance with state statutes, all funds are bonded.

Blueprint Intergovernmental Agency FY 2020-2024 Capital Improvements Program

Proposed FY 2020 Blueprint Infrastructure Capital Improvement Program						FY 2020		TOTAL FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total, FY 2020-2024	
						Blueprint 2000 Program Funding	Blueprint 2020 Program Funding		Blueprint 2020 Program Funding					
1 Sources of Funds														
2 Allocation of Net Sales Tax Revenues						5,962,052	19,846,875	25,808,927	27,267,820	27,848,944	22,175,437	18,884,764	121,985,892	
3 City, County, State and Federal Funding (1)							1,280,000	1,280,000		3,000,000	1,500,000	486,000	6,266,000	
4 Bond Proceeds										100,000,000			100,000,000	
5 State Infrastructure Bank Loan										14,325,000		14,325,000	28,650,000	
6 Total Sources of Funds for Capital Infrastructure Projects						5,962,052	21,126,875	27,088,927	27,267,820	145,173,944	23,675,437	33,695,764	256,901,892	
7 Uses of Funds	A	B	C	D	A - B	Blueprint 2000 Program	Blueprint 2020 Program		Blueprint 2020 Program Funding (3)					Amount Remaining to Complete Project Based on Estimated Cost to Complete
8 Projects	Estimated Cost to Complete Project (2)	Amounts Allocated in Prior Years	Project Expenses Through April 30, 2019	Project Balance as of April 30, 2019	Estimated Allocations Required to Complete Project	Program Allocations (3 Months of Blueprint 2000)	Program Allocations (9 Months of Blueprint 2020)	Total Allocations for FY 2020	FY 2021 Projected Allocations	FY 2022 Projected Allocations	FY 2023 Projected Allocations	FY 2024 Projected Allocations	Total Projected FY 2020-2024 Allocations	
9 Blueprint 2000 Program														
11 Water Quality Project: City	25,000,000	24,614,165	11,929,752	12,684,413	385,835	385,835	-	385,835	-	-	-	-	385,835	-
12 Water Quality Project: County	25,000,000	23,790,579	17,557,251	6,233,328	1,209,421	1,209,421	-	1,209,421	-	-	-	-	1,209,421	-
13 Northwest Florida Water Management District Partnership	775,000	775,000	697,420	77,580	-	-	-	-	-	-	-	-	-	-
14 Headwaters of the St. Marks	8,920,221	7,937,390	4,487,390	3,450,000	982,831	982,831	-	982,831	-	-	-	-	982,831	-
15 Lake Lafayette Floodplain	2,800,000	2,800,000	1,496,948	1,303,052	-	-	-	-	-	-	-	-	-	-
16 Blueprint 2000 Land Bank	1,900,034	1,900,034	1,320,263	579,771	-	-	-	-	-	-	-	-	-	-
18 Capital Circle Northwest/Southwest (N-2)	126,997,806	126,997,806	124,144,854	2,852,952	-	-	-	-	-	-	-	-	-	-
19 Capital Circle Southeast and Subprojects (E-2)	37,040,455	37,040,455	37,040,455	-	-	-	-	-	-	-	-	-	-	-
20 Capital Circle Southwest (W-1)	4,554,895	4,554,895	4,264,732	290,163	-	-	-	-	-	-	-	-	-	-
21 Capital Circle Southwest (W-1) ROW Acquisition	8,539,400	8,539,400	1,756,753	6,782,647	-	-	-	-	-	-	-	-	-	-
22 Capital Circle Southwest (W-1) Enhanced Lighting	2,800,000	2,800,000	-	2,800,000	-	-	-	-	-	-	-	-	-	-
23 Capital Cascades Trail Segment 1 (Franklin Boulevard)	19,248,610	19,248,610	19,048,916	199,694	-	-	-	-	-	-	-	-	-	-
24 Capital Cascades Trail Segment 2 (Cascades Park & Subprojects)	51,038,148	51,038,148	50,420,075	618,073	-	-	-	-	-	-	-	-	-	-
25 Capital Cascades Crossing (Connector Bridge & Subprojects)	8,421,212	8,421,212	8,407,348	13,864	-	-	-	-	-	-	-	-	-	-
26 Capital Cascades Trail Segment 3 (FAMU Way & Subprojects)	67,776,617	67,776,617	51,314,772	16,461,845	-	-	-	-	-	-	-	-	-	-
27 Capital Cascades Trail Segment 4	18,505,847	6,859,756	17,601	6,842,155	11,646,091	3,383,965	-	3,383,965	-	8,262,126	-	-	11,646,091	-
28 LPA Group Engineering Services	9,456,474	9,456,474	8,533,680	922,794	-	-	-	-	-	-	-	-	-	-
29 Magnolia Drive Trail and Subprojects	11,404,818	11,404,818	2,167,818	9,237,000	-	-	-	-	-	-	-	-	-	-
30 Advance Funding for Blueprint 2020 Projects														
31 Airport Gateway	1,000,000	1,000,000	-	1,000,000	-	-	-	-	-	-	-	-	-	-
32 Orange Avenue Corridor Study	350,000	350,000	47,974	302,026	-	-	-	-	-	-	-	-	-	-
33 Orange Avenue/Meridian Placemaking	1,000,000	1,000,000	63,388	936,612	-	-	-	-	-	-	-	-	-	-
34 Market District Placemaking	1,000,000	1,000,000	60,745	939,255	-	-	-	-	-	-	-	-	-	-
35 Northeast Gateway: Welaunee Boulevard	5,182,242	5,182,242	3,510,790	1,671,452	-	-	-	-	-	-	-	-	-	-
36 Northeast Corridor Connector: Bannerman Road	750,000	750,000	57,573	692,427	-	-	-	-	-	-	-	-	-	-
37 Comprehensive Wastewater Treatment Plan	500,000	500,000	-	500,000	-	-	-	-	-	-	-	-	-	-
38 2020 Sales Tax Extension: Bike Route and Greenways	900,000	900,000	101,909	798,091	-	-	-	-	-	-	-	-	-	-
39 Blueprint 2020 Program														
40 Annual Allocations														
41 Blueprint: Greenways Master Plan							592,500	592,500	750,000	750,000	750,000	750,000	3,592,500	
42 Blueprint: Bike Route System							562,500	562,500	790,000	790,000	790,000	790,000	3,722,500	
43 City of Tallahassee: StarMetro Enhancements							459,375	459,375	612,500	612,500	612,500	612,500	2,909,375	
44 City of Tallahassee: Water Quality and Stormwater Improvements							1,593,750	1,593,750	2,125,000	2,125,000	2,125,000	2,125,000	10,093,750	
45 City of Tallahassee: Sidewalks Improvements							937,500	937,500	1,250,000	1,250,000	1,250,000	1,250,000	5,937,500	
46 City of Tallahassee: Operating Costs of Blueprint Funded Parks							375,000	375,000	500,000	500,000	500,000	500,000	2,375,000	
47 Leon County: Water Quality and Stormwater Improvements							1,593,750	1,593,750	2,125,000	2,125,000	2,125,000	2,125,000	10,093,750	
48 Leon County: Sidewalks Improvements							937,500	937,500	1,250,000	1,250,000	1,250,000	1,250,000	5,937,500	
49 Leon County: Operating Costs of Blueprint Funded Parks							375,000	375,000	500,000	500,000	500,000	500,000	2,375,000	
50 Regional Mobility and Gateway Projects														
51 Southside Gateway: Woodville Highway	36,204,134				36,204,134									36,204,134
52 Capital Circle Southwest (W-1)	5,000,000				5,000,000						2,500,000	2,500,000	5,000,000	
53 Orange Avenue: Adams to Springhill	40,348,715				40,348,715									40,348,715
54 Westside Student Gateway: Pensacola Street	36,492,792				36,492,792									36,492,792
55 Airport Gateway	67,232,194				67,232,194		3,500,000	3,500,000	2,200,000	61,532,194			67,232,194	
56 Northwest Connector: Tharpe Street	64,850,503				64,850,503							486,000	486,000	64,364,503
57 Northeast Corridor Connector: Bannerman Road	39,046,583				39,046,583		3,300,000	3,300,000	2,500,000	33,246,583			39,046,583	
58 Northeast Gateway: Welaunee Boulevard	50,237,247				50,237,247		2,400,000	2,400,000	2,731,889	24,185,152	7,263,388	17,119,441	53,699,870	(3,462,623)
59 North Monroe Gateway	11,458,548				11,458,548									11,458,548
60 CCQ Projects														
61 Orange Avenue/Meridian Placemaking	3,709,611				3,709,611		1,500,000	1,500,000	2,600,000				4,100,000	(390,389)
62 Market District Placemaking	9,797,645				9,797,645		1,500,000	1,500,000	3,500,000	4,800,000			9,800,000	(2,355)
63 Lake Lafayette and St. Marks Regional Park	19,260,112				19,260,112		500,000	500,000		750,000	500,000		1,750,000	17,510,112
64 Monroe-Adams Corridor Placemaking	8,201,616				8,201,616		1,000,000	1,000,000	1,000,000	2,000,000	1,000,000	3,201,616	8,201,616	
65 Midtown Placemaking	26,817,877				26,817,877						750,000	471,981	1,221,981	25,595,896
66 Fairgrounds Beautification and Improvement	14,627,933				14,627,933									14,627,933
67 Northeast Park	12,189,944				12,189,944									12,189,944
68 College Avenue Placemaking	8,532,961				8,532,961									8,532,961
69 Florida A&M Entry Points	1,828,492				1,828,492									1,828,492
70 Alternative Sewer Solutions	2,338,842				2,338,842									2,338,842
71 Tallahassee-Leon County Animal Service Center	8,532,961				8,532,961									8,532,961
72 DeSoto Winter Encampment	500,000				500,000				500,000				500,000	
73 Total Uses of Funds, Capital Infrastructure Projects	908,070,489	426,637,601	348,448,407	78,189,194	481,432,888	5,962,052	21,126,875	27,088,927	24,934,389	144,678,555	21,915,888	33,681,538	252,299,297	276,170,466
74 Reserve Fund, Blueprint Infrastructure									2,333,431	495,389	1,759,549	14,226	4,602,595	
75 Total Uses of Funds, Capital Projects and Addition to Reserve Fund	908,070,489	426,637,601	348,448,407	78,189,194	481,432,888	5,962,052	21,126,875	27,088,927	27,267,820	145,173,944	23,675,437	33,695,764	256,901,892	276,170,466
76 Sources of Funds less Uses of Funds														

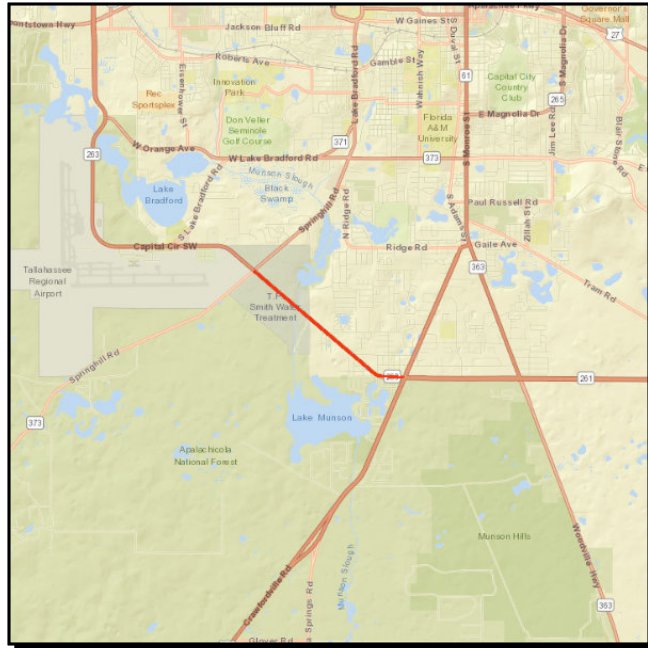
NOTE: The Capital Improvement Program allocates net sales tax and other sources of funds to capital infrastructure projects; only funding identified in FY 2020 will be allocated toward any projects. Funding identified in the outlying years (2021 - 2024) is based on current estimates of future net sales tax revenues for capital projects and other anticipated funding sources.

- (1) City, County, State, and Federal Revenues (Line 3) include the following funding in designated years:
 - a. FY 2020: Significant Benefit District Funds (District 1) from the City for the Northeast Corridor Connector: Bannerman Road project
 - b. FY 2022: Florida State University project contribution for the Airport Gateway project (consistent with IA Board direction at March 1, 2018 meeting)
 - c. FY 2023: FDOT TRIP funding for the Northeast Gateway: Welaunee Boulevard project
 - d. FY 2024: Significant Benefit District Funds (District 4) from the City and County for the Northwest Corridor: Tharpe Street project
- (2) Project costs were estimated as a component of Blueprint's approved Funding Schedule and Implementation Plan, which received IA Board approval on June 21, 2018. Project cost estimates (Line 8) increase 2% annually through the first year of construction for each project or through FY 2024, the final year of this projection.
- (3) Projects funded after FY 2020 will only include Blueprint 2020 projects with the exception of Capital Cascades Trail Segment 4 (Line 27). Funding for this project during FY 2022 will come from funds paid back to the Blueprint 2000 program for advance payments made on behalf of the Blueprint 2020 program prior to the start of the 2020 sales tax. The projects that received advance funding are included on lines 31-38.

CRTPA 5-year Transportation Improvement Program, Major Capacity

Section D - Major Capacity (State/Federally Funded)

SR 263 (US 319) C.C. FROM SR 61 CRAWFORDVILLE TO CR 2203 SPRINGHILL RD



Project #: 2197492
Work Summary: ADD LANES & RECONSTRUCT **SIS?:** No
Lead Agency: Managed by FDOT **Length:** 2.341
County: LEON **LRTP #:** 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
RRU	DS	151,698	0	0	0	0	151,698
ROW	DDR	2,312,194	0	0	0	0	2,312,194
ROW	SU	107,725	0	0	0	0	107,725
ROW	ACSU	577,281	0	0	0	0	577,281
ROW	DIH	30,000	0	0	0	0	30,000
ENV	DS	0	0	0	30,110	0	30,110
CST	DIH	0	0	0	0	385,321	385,321
CST	DDR	0	0	0	0	30,060,282	30,060,282
CST	CM	0	0	0	0	1,002,606	1,002,606
CST	SA	0	0	0	0	2,430,394	2,430,394
Total		3,178,898	0	0	30,110	33,878,603	37,087,611

Prior Cost < 2019/20: 18,107,727

Future Cost > 2023/24: 0

Total Project Cost: 55,195,338

Project Description: Provides right-of-way and construction funding for Capital Circle from Crawfordville Road to Springhill Road.

CRTPA RESERVE BOX FOR FUTURE PROJECTS USING URBAN FUNDS



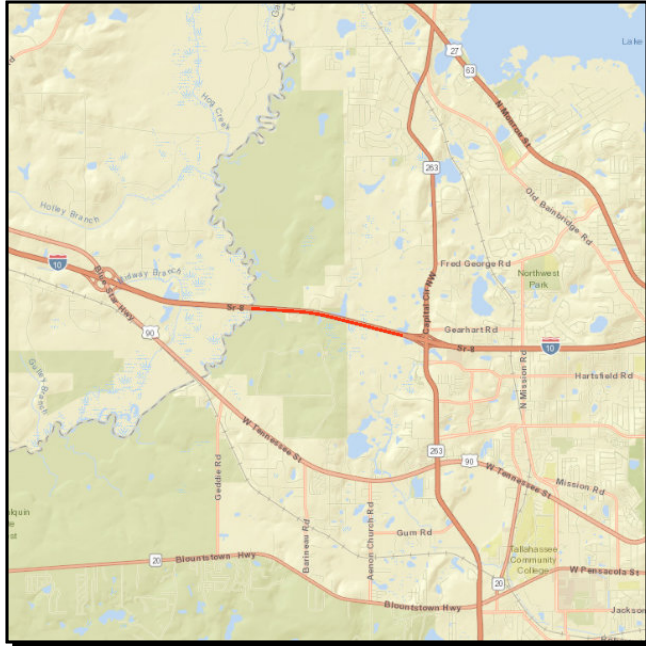
Project #: 2197935
Work Summary: FUNDING ACTION **SIS?:** No
Lead Agency: Managed by FDOT **Length:** .000
County: LEON **LRTP #:** 2040 RMP Roadway CFP (5.5)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	SU	24,590	1,000,000	74,751	93,975	420,507	1,613,823
CST	GFSU	645,230	0	0	0	0	645,230
CST	SU	0	0	3,574,174	0	2,350,000	5,924,174
Total		669,820	1,000,000	3,648,925	93,975	2,770,507	8,183,227

Prior Cost < 2019/20: 15
Future Cost > 2023/24: 0
Total Project Cost: 8,183,242

Project Description: Provides reserve funds for use on CRTPA projects to cover construction and right-of-way costs.

SR 8 (I-10) from Gadsden Co Line to West of SR 263 Capital Circle



Project #: 2225306
Work Summary: ADD LANES & RECONSTRUCT **SIS?:** Yes
Lead Agency: Managed by FDOT **Length:** 1.089 MI
County: LEON **LRTP #:** 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACFP	1,925,000	0	0	0	0	1,925,000
Total		1,925,000	0	0	0	0	1,925,000

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 1,925,000

Project Description: This project provides design funding for the widening of Interstate 10 and was amended into the TIP at the November 19, 2019 CRTPA meeting.

SR 8 (I-10) INTERCHANGE STUDIES AT SR 263 & SR 61 (US 319)



Project #: 2225935
Work Summary: PRELIM ENG FOR FUTURE CAPACITY **SIS?:** Yes
Lead Agency: Managed by FDOT **Length:** 2.690
County: LEON **LRTP #:** 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACNP	1,269,000	0	0	0	0	1,269,000
Total		1,269,000	0	0	0	0	1,269,000

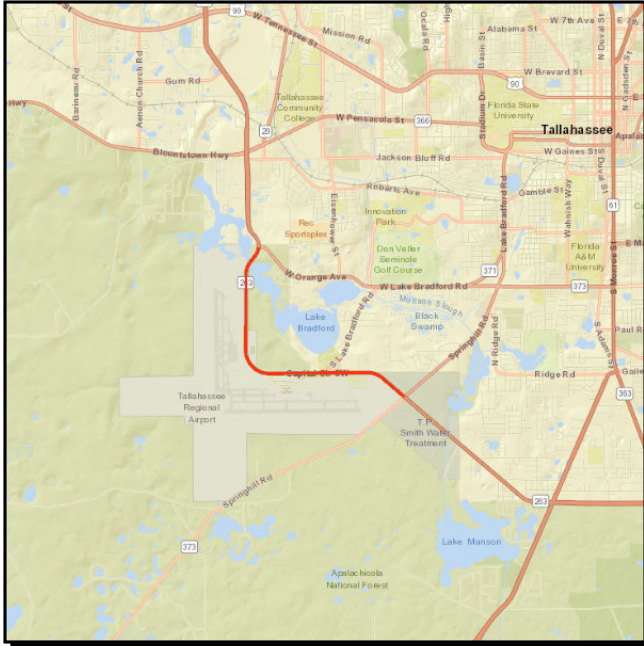
Prior Cost < 2019/20: 3,375,935

Future Cost > 2023/24: 0

Total Project Cost: 4,644,935

Project Description: Provides funding to study I-10 Interchange improvements at Thomasville Road/Capital Circle, NE.

SR 263 CAPITAL CIR FROM CR 2203 SPRINGHILL RD TO SR 371 ORANGE AVENUE



Project #: 4157829
Work Summary: RIGHT OF WAY - FUTURE CAPACITY **SIS?:** Yes
Lead Agency: Managed by FDOT **Length:** 4.126
County: LEON **LRTP #:** 2040 RMP Roadways CFP (Chapter 5)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ENV	ACNP	60,221	0	0	0	0	60,221
CST	STED	0	0	32,430,000	0	0	32,430,000
RRU	ACNP	0	0	100,000	0	0	100,000
CST	ACNP	0	0	24,792,720	0	0	24,792,720
Total		60,221	0	57,322,720	0	0	57,382,941

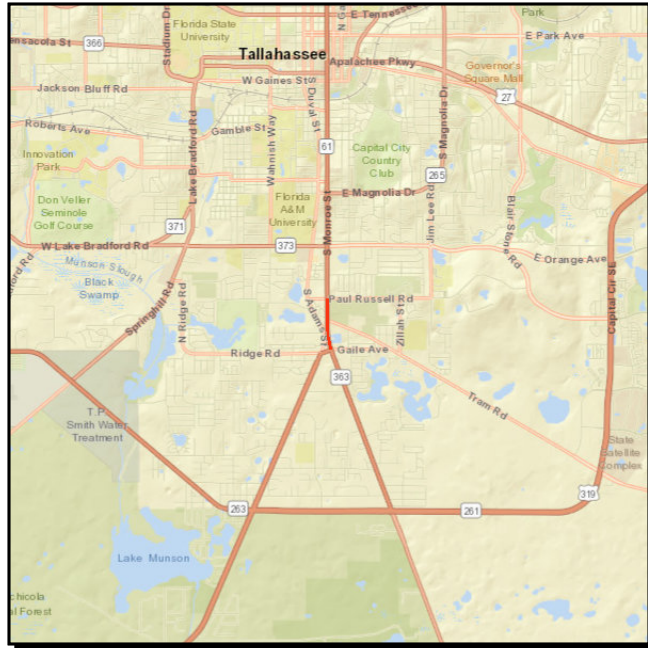
Prior Cost < 2019/20: 4,404,585

Future Cost > 2023/24: 0

Total Project Cost: 61,787,526

Project Description: Provides construction funding for Capital Circle, SW.

SR 363 WOODVILLE HWY FROM GAILE AVENUE TO SR 363/PAUL RUSSELL RD



Project #: 4240095
Work Summary: ADD LANES & RECONSTRUCT **SIS?:** No
Lead Agency: Managed by FDOT **Length:** 1.284
County: LEON **LRTP #:** 2040 RMP Roadays CFP (Chapter 5)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	SU	152,214	0	0	0	0	152,214
ROW	CM	342,676	0	0	0	0	342,676
ROW	DIH	30,000	0	0	0	0	30,000
ROW	DDR	64,669	0	0	0	0	64,669
ROW	SA	499,741	0	0	0	0	499,741
Total		1,089,300	0	0	0	0	1,089,300

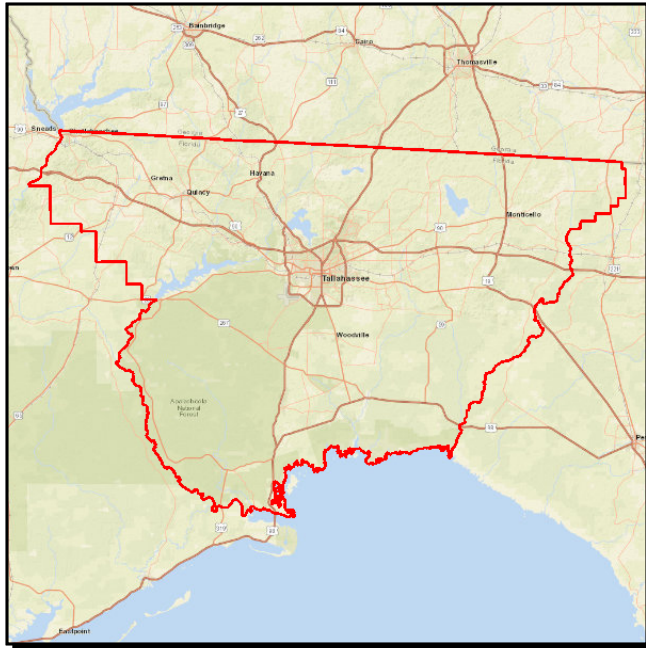
Prior Cost < 2019/20: 7,020,480

Future Cost > 2023/24: 0

Total Project Cost: 8,109,780

Project Description: Provides right-of-way funding to Woodville Highway (Gaile Avenue to Paul Russell Road).

CAPITAL REGION TPA (TALLAHASSEE) FY 2018/2019-2019/2020 UPWP



Project #: 4393232
Work Summary: TRANSPORTATION PLANNING **SIS?:** No
Lead Agency: MANAGED BY CAPITAL REGION **Length:** .000
County: LEON **LRTP #:** RMP Maintenance (5.7)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	SU	300,000	0	0	0	0	300,000
PLN	PL	527,380	0	0	0	0	527,380
Total		827,380	0	0	0	0	827,380

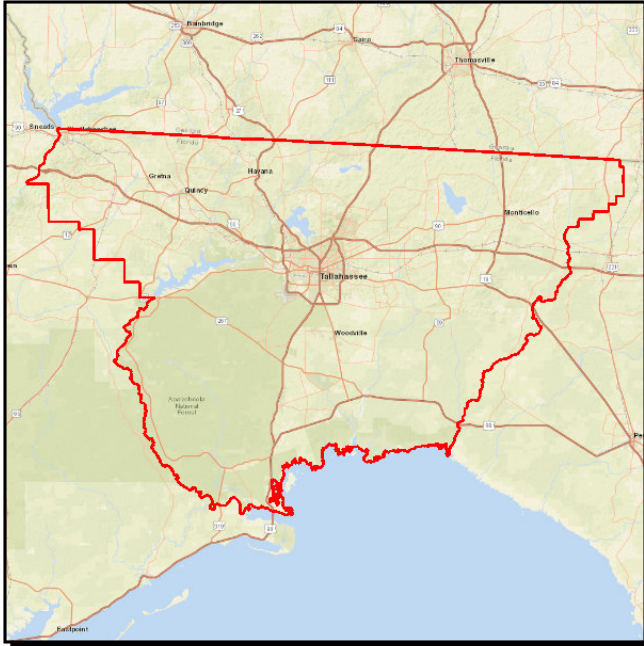
Prior Cost < 2019/20: 2,931,398

Future Cost > 2023/24: 0

Total Project Cost: 3,758,778

Project Description: Provides planning funding associated with the update of the long range transportation plan.

CAPITAL REGION TPA (TALLAHASSEE) FY 2020/2021-2021/2022 UPWP



Project #: 4393233
Work Summary: TRANSPORTATION PLANNING **SIS?:** No
Lead Agency: MANAGED BY CAPITAL REGION **Length:** .000
County: LEON **LRTP #:** 2040 RMP Maintenance (5.7)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	SU	0	812,251	0	0	0	812,251
PLN	PL	0	527,381	527,381	0	0	1,054,762
Total		0	1,339,632	527,381	0	0	1,867,013

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,867,013

Project Description: Provides planning funding for CRTPA efforts as identified in the agency's Unified Planning Work Program.

CAPITAL REGION TPA (TALLAHASSEE) FY 2022/2023-2023/2024 UPWP



Project #: 4393234
Work Summary: TRANSPORTATION PLANNING **SIS?:** No
Lead Agency: MANAGED BY CAPITAL REGION **Length:** .000
County: LEON

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	SU	0	0	0	550,000	250,000	800,000
PLN	PL	0	0	0	527,381	0	527,381
Total		0	0	0	1,077,381	250,000	1,327,381

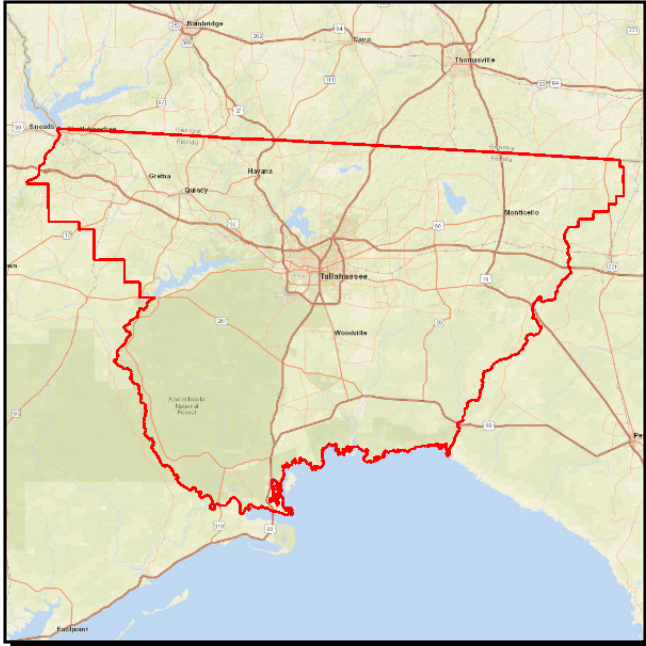
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,327,381

Project Description: Provides PL funds associated with the agency's work plan (Unified Planning Work Program).

MPO ADVISORY COMMITTEE STAFF FY 2018/2019-2019/2020 UPWP



Project #: 4393392
Work Summary: TRANSPORTATION PLANNING **SIS?:** No
Lead Agency: Managed by FDOT **Length:** .000
County: LEON

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	602,853	0	0	0	0	602,853
Total		602,853	0	0	0	0	602,853

Prior Cost < 2019/20: 676,874
Future Cost > 2023/24: 0
Total Project Cost: 1,279,727
Project Description: Provides funding to the MPO Advisory Committee.

MPO ADVISORY COMMITTEE STAFF FY 2020/2021-2021/2022 UPWP

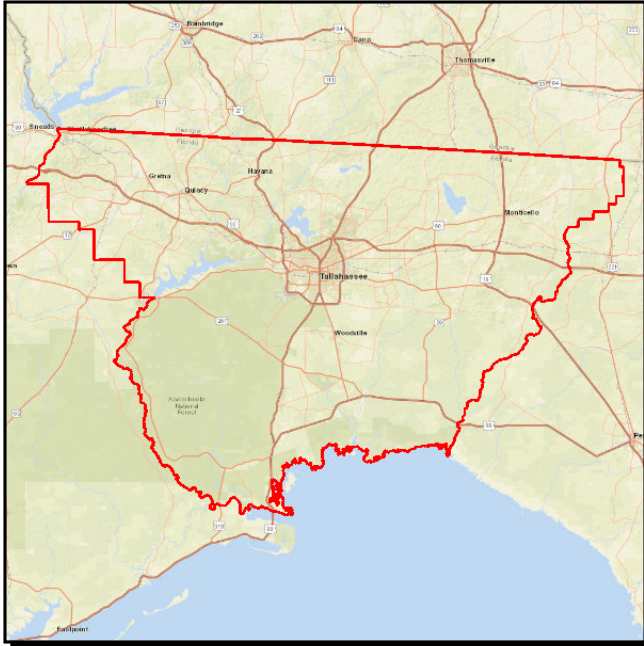


Project #: 4393393
Work Summary: TRANSPORTATION PLANNING **SIS?:** No
Lead Agency: Managed by FDOT **Length:** .000
County: LEON

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	0	642,952	642,952	0	0	1,285,904
Total		0	642,952	642,952	0	0	1,285,904

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 1,285,904
Project Description:

MPO ADVISORY COMMITTEE STAFF FY 2022/2023-2023/2024

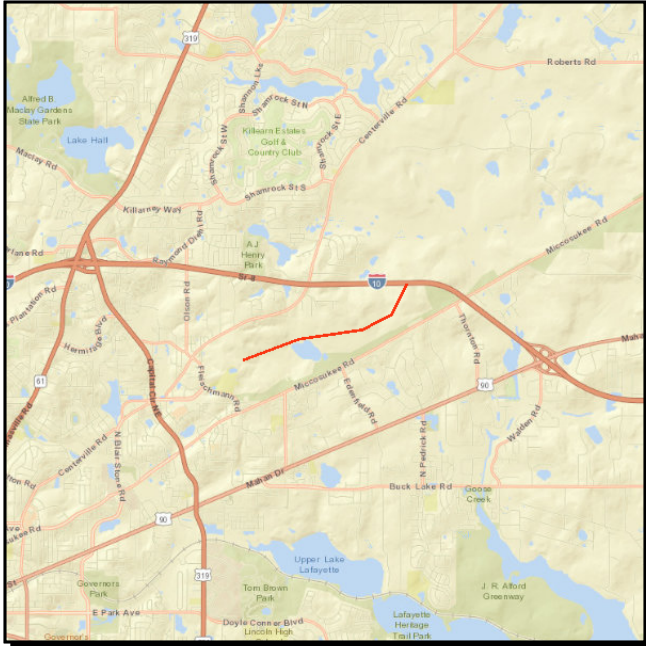


Project #: 4393394
Work Summary: TRANSPORTATION PLANNING **SIS?:** No
Lead Agency: Managed by FDOT **Length:** .000
County: LEON

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	0	0	0	642,952	0	642,952
Total		0	0	0	642,952	0	642,952

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 642,952
Project Description: Provides funding to the MPO Advisory Committee.

NORTHEAST GATEWAY - WELAUNEE BLVD PH I



Project #: 4449991
Work Summary: NEW ROAD CONSTRUCTION **SIS?:** No
Lead Agency: MANAGED BY BLUEPRINT 2000 **Length:** 5.000
County: LEON **LRTP #:** 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	TRIP	0	0	0	500,000	0	500,000
PE	TRWR	0	0	0	1,000,000	0	1,000,000
PE	LF	0	0	0	3,000,000	0	3,000,000
Total		0	0	0	4,500,000	0	4,500,000

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 4,500,000

Project Description: Provides Transportation Regional Incentive Program (TRIP) funding.

CRTPA Regional Mobility Plan (RMP) Priority Project List

Priority Rank	RMP ID#	Project Name/Limits	FDOT WPI#	Programmed Funding					Project/Strategy	County	SIS	Length (miles)	Funding Sought	
				Phase	2019	2020	2021	2022						2023
1	1026	Woodville Highway¹ (Capital Circle, SE to Gaile Ave) (Gaile Ave to Paul Russell Rd)	4240094	Phase						Widen to 4 lanes	Leon		2.1	CST (\$17.4M) ⁴ CST (\$6.8M) ⁴
				ROW	\$773,885									
				ROW	\$4.9M	\$ 1.1M								
2	1513	Capital Circle, Southwest² (Crawfordville Rd to Springhill Rd)	2197492	Phase						Widen to 6 lanes	Leon		2.34	FULLY FUNDED*
				ROW	\$4.7M	\$3M								
				CST				\$32.6M						
3	1540	Crawfordville Road (N. of Alaska Way to Lost Creek Bridge)	2204956	Phase						Widen to 4 lanes	Wakulla		3.6	ROW (\$34.1M) ⁴ CST (\$27M) ⁴
				ROW					\$2.6M					
4	308	Crawfordville Road (Lost Creek Bridge to East Ivan Rd)	2204953	Phase						Widen to 4 lanes	Wakulla		4.4	ROW (\$30M) ⁴ CST (\$41M) ⁴
5	1554	Orange Avenue² (Capital Circle, SW to Monroe St)	4379021	Phase						Widen to 4 lanes	Leon		4.3	Design
				PD&E	\$1.5M									
6	75	Thomasville Rd/Meridian Rd/7th Ave³ (Midtown Operational Improvements)	-	Phase						Intersection Improvements	Leon		-	PD&E
7	138	Mahan Dr and Capital Circle, NE (Intersection Improvements)	-	Phase						Intersection Improvements	Leon	Y	-	Feasibility Study
8	1365	Pensacola Street (West Side Student Corridor Gateway¹) (Capital Circle, NW to Appleyard Dr)	-	Phase						Widen to 4 lanes	Leon		0.8	PD&E Reevaluation
9		Crawfordville Road (LL Wallace Rd to beginning of 4-lane) (Wakulla County Line to LL Wallace Rd)	-	Phase						Widen to 4 lanes	Leon		1.7	PE (\$2.09M) ⁴ PE (\$1.8M) ⁴
10	383	Lake Bradford Road/Springhill Road¹ (Capital Circle, SW to Gaines Street)	-	Phase						Corridor Improvements	Leon		3.8	PD&E
11	181	Tharpe Street² (Capital Circle, NW to Ocala Rd)	-	Phase						Widen to 4 lanes	Leon		2.7	PD&E Reevaluation
12	179	Bannerman Road² (Tekesta Dr to Thomasville Rd)	-	Phase						Widen to 4 lanes	Leon		1.7	PE

Priority Rank	RMP ID#	Project Name/Limits	FDOT WPI#	Programmed Funding					Project/Strategy	County	SIS	Length (miles)	Funding Sought	
13	369	Welaunee Blvd Extension¹ (Fleischmann Rd to south of I-10)	Blueprint	Phase	2019	2020	2021	2022	2023	New 4 lane road	Leon		2.25	CST
				PD&E	\$625,000									
				PE	\$250,000	\$1M								
14	1571	Welaunee Blvd Extension¹ (South of I-10 to Shamrock St)	Blueprint	Phase	2019	2020	2021	2022	2023	New 4 lane road	Leon		2	ROW/CST
				PD&E	\$625,000									
				PE	\$250,000	\$1M								
15	137	Welaunee Blvd/I-10 Interchange		Phase	2019	2020	2021	2022	2023	New Interchange	Leon	Y	-	PD&E
				-	-	-	-	-	-					

- ¹ [Blueprint Gateway Project](#)
- ² [Blueprint Regional Mobility Project](#)
- ³ [Blueprint Community Enhancement District](#)
- ⁴ FDOT Long Range Estimate (LRE)

* Fully Funded Projects are retained on the list above until such funding is within the first three (3) years of the TIP.

ABBREVIATIONS:

- PD&E - Project Development and Environment Study
- PE - Preliminary Engineering (Design)
- ROW - Right-of-Way
- CST - Construction
- SIS - Strategic Intermodal System (FDOT roadway designation)

FULLY FUNDED PROJECTS (NOT YET CONSTRUCTED):

	382	Capital Circle, Southwest² (Springhill Rd to Orange Ave)	4157829	Phase	2019	2020	2021	2022	2023	Widen to 6 lanes	Leon	Y	4.1	FULLY FUNDED
				CST			\$56.5M							

Priority Rank	RMP ID#	Project Name/Limits	FDOT WPI#	Programmed Funding					Project/Strategy	County	Length (miles)	Funding Sought **	
				Phase	2019	2020	2021	2022					2023
1	567	Monticello Bike Trail Extension (Southern Terminus of Monticello to Jefferson Co Middle/High School)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Jefferson	2.4	PD&E/PE
				-	-	-	-	-	-				
2	543	Wakulla Environmental Institute (US 98 to WEI)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Wakulla	1.4	PD&E/PE
				-	-	-	-	-	-				
3	454	Goose Pond Trail* (Mahan Dr/Fort Knox to Weems Rd)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Leon	1.2	PD&E
				-	-	-	-	-	-				
4	1026	Florida Arts Trail (N Corry St to Florida Georgia Hwy)	433801	Phase	2019	2020	2021	2022	2023	Shared Use Path	Gadsden	11	PE
				-	-	-	-	-	-				
5	160	US 90 Trail (Madison St to Dover Rd)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Gadsden	10.7	PD&E
				-	-	-	-	-	-				
6	1254	Martin Rd Trail (Monticello Bike Trail to US 19)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Jefferson	0.3	PD&E
				-	-	-	-	-	-				
7	527	Thomasville Rd Trail* (Meridian Rd to Live Oak Plantation Rd)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Leon	3.7	PD&E
				-	-	-	-	-	-				

* Also a Blueprint Intergovernmental Agency project

** ABBREVIATIONS:

PD&E - Project Development and Environment Study

PE - Preliminary Engineering

CST - Construction

ROW - Right-of-Way

*** Note: Fully Funded Projects are retained on the list until such funding is within the first three (3) years of the TIP.

FULLY FUNDED PROJECTS (NOT YET CONSTRUCTED):

	422	Glenview Drive (Meridian Rd to Thomasville Rd)	4369911	Phase	2019	2020	2021	2022	2023	Sidewalk	Leon	0.44	FULLY FUNDED
				CST			\$276,946						

Capital Region Transportation Planning Agency
ADOPTED Regional Trails Priority Project List
 Fiscal Year 2020 - Fiscal Year 2024

Priority Rank	RMP ID#	Project Name/Limits	FDOT WPI#	Programmed Funding					Project/Strategy	County	Length (miles)	Funding Sought *	
				Phase	2019	2020	2021	2022					2023
1	561	Coastal Trail West - CC2ST (s. of Tower Road to Wakulla High School)	4399263	Phase						Shared Use Path	Wakulla	6.5	FULLY FUNDED
				ROW		\$1.06M							
				CST				\$9.05M					
2	542	Coastal Trail East - CC2ST (St. Marks Trail to Lighthouse Road)	4405501	Phase	2019	2020	2021	2022	2023	Shared Use Path	Wakulla	2.8	ROW/CST
				-	-	-	-	-	-				
3	456	Capital Cascades Trail (Segment 4)** (Springhill Rd to Mill Street/St. Marks Trail)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Leon	1.2	PE
				PD&E	\$1M								
				PE		\$2M							
4		Forest Trail North (Trout Pond to Lake Henrietta)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Leon	6.5	Feasibility Study
				-	-	-	-	-	-				
5	550	Bloxham Cutoff Rd Trail - CC2ST (Springhill Rd to US 98)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Wakulla	10.9	PD&E
				-	-	-	-	-	-				
6		Forest Trail South (Ochlockonee Bay Trail to Trout Pond)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Wakulla/ Leon	19.7	Feasibility Study
				-	-	-	-	-	-				
7		Nature Coast Trail (Lighthouse Road to Taylor County Line)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Wakulla/ Jefferson	14	Feasibility Study
				-	-	-	-	-	-				
8		Nature Coast Regional Trail Connector (Monticello to Jefferson County Line)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Jefferson	14	Feasibility Study
				-	-	-	-	-	-				
9		Nature Coast Regional Trail Connector (Tallahassee to Monticello)		Phase	2019	2020	2021	2022	2023	Shared Use Path	Jefferson	26	Feasibility Study
				-	-	-	-	-	-				

* ABBREVIATIONS:

- PD&E - Project Development and Environment Study
- PE - Preliminary Engineering
- CST - Construction
- ROW - Right-of-Way

** Blueprint project

Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate	Safety Information (from Traffic Study):	Mobility Information
1	N/A	\$500,000 Annual Operations & Maintenance funding to the Tallahassee Regional Transportation Management Center (RTMC)						
	PROJECT INFORMATION: Provide annual operations and maintenance funding in support of regional ITS (Intelligent Transportation Systems) activities to the the region's traffic management center.							
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate	Safety Information (from Traffic Study):	Mobility Information
2	1	Thomasville Road (Midtown) (SR 63)	Monroe St to Seventh Ave	Install pedestrian refuge islands and a rectangular rapid flash beacon (RRFB) near Beard Street	March 2016	\$170,000	5 bicyclist and 3 pedestrian crashes in the 6-year analysis period (2009-2014)	Heavy Pedestrian Traffic Bus Service
	PROJECT INFORMATION: Safety Study identifies proposed improvements to address pedestrian and bicycle safety along the Midtown corridor of Thomasville Rd (Monroe Street to 7th Avenue). Study was conducted based upon a request by the CRTPA. Thomasville/Seventh/Meridian Intersection Level of Service (LOS): AM LOS C; PM LOS D.							
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate	Safety Information (from Traffic Study):	Mobility Information
3	2	Monroe Street (SR 61/US 27)	3rd Avenue to Seventh Avenue	Upgrade signals and ITS hardware; add ADA features to sidewalks; examine corridor lighting	10/01/17	\$1.5M	N/A	Heavy Pedestrian Traffic Bus Service
	PROJECT INFORMATION: This project was added by the FDOT in collaboration with the CRTPA and its transportation partners. The project seeks to upgrade existing pedestrian features, ADA improvements, and the span wire signals at four intersections on SR 63 (Monroe Street).							
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate	Safety Information (from Traffic Study):	Mobility Information
4	3	Monroe Street (US 27)	Brevard Street	Construct SBRT* (*South Bound Right Turn lane)	June 2015	Estimated cost: \$950,440 (includes \$822,800 in r-o-w)	52 collisions in 5 -year analysis period (2010-2014); majority 'rear-end' crashes of which 13 occurred in southbound approach lanes.	Moderate Pedestrian Traffic Bus service Signalized intersection
	PROJECT INFORMATION: Signalized Intersection Study identifies that a southbound right turn lane is warranted at this location, and would include a sufficient radius to accommodate the heavy vehicles that are currently driving over the curb. Monroe Intersection Level of Service (LOS): AM LOS A&B; PM LOS C. Brevard eastbound left: AM/PM LOS D. Project studied based upon request by City of Tallahassee.							
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate	Safety Information (from Traffic Study):	Mobility Information
5	4	Woodville Hwy/ Natural Bridge Rd (Intersection)		Roundabout (Leon County)		\$828,900 (source: RMP)	Study not performed	school/sidewalk located on northwest No Bus Service Non signalized intersection
	PROJECT INFORMATION: This project was identified in the CRTPA's Regional Mobility Plan and proposes the construction of a roundabout at this intersection. The potential project was previously included on the RMP Roadway PPL.							
Recommended Rank	Previous Rank	Major Street	Minor Street	Proposed Improvements	Study Date	Cost Estimate	Safety Information (from Traffic Study):	Mobility Information
6	5	Old Lloyd Rd/ Gamble Rd (Intersection)		Roundabout (Jefferson County)		\$216,128 (source: RMP)	Study not performed	Minimal Pedestrian Traffic No bus service Non signalized intersection
	PROJECT INFORMATION: This project was identified in the CRTPA's Regional Mobility Plan and proposes the construction of a roundabout at this intersection. The potential project was previously included on the RMP Roadway PPL.							

* - Subsequent to adoption on June 18, 2018, the TSM PPL was revised on September 18, 2018

Capital Region Transportation Planning Agency
ADOPTED Transportation Alternatives Priority Project List
 Fiscal Year 2020 - Fiscal Year 2024

Priority	Project	Limits	Funding Sought	Phases
1	Blountstown Street Sidewalk Improvements (Sponsor: City of Tallahassee)	US 90 to Tharpe Street (CR 158)	\$910,149	Seeking Construction & CEI funding
2	Spring Creek Hwy (CR 365) Paved Off Road Bike Path (Sponsor: Wakulla County)	US 98 to Shadeville Rd (CR 61)	\$1.4 million	Seeking Design, Construction & CEI funding

Capital Region Transportation Planning Agency
ADOPTED Transportation Regional Incentives Program (TRIP) Priority Project List
Fiscal Year 2020 - Fiscal Year 2024

Priority	Project	From	To	Funding Sought	Phase
1	Welaunee Boulevard Extension (Sponsor: Blueprint Intergovernmental Agency)	Fleischmann Rd	Centerville Rd at Shamrock South	\$1.5 million	Design

StarMetro
ADOPTED Priority Project List
Fiscal Year (FY) 2020 - FY 2024

Priority Rank	Project Name/Limits	FDOT WPI#	Programmed Funding					Project/Strategy*	Funding Sought	
			Phase	2019	2020	2021	2022			2023
1	Comprehensive Operational Analysis		Phase	2019	2020	2021	2022	2023	Initiate a Comprehensive Operations Analysis (COA) for StarMetro.	\$500,000
			-	-	-	-	-	-		
2	Southside SuperStop	4425421	Phase	2019	2020	2021	2022	2023	Construct multi-bay SuperStop in southeastern Tallahassee.	PE (\$525,000)
			PE		\$125000					
3	Bus Stop Upgrades		Phase	2019	2020	2021	2022	2023	This project proposes upgrading at least 50 stops to include boarding and alighting areas for bus wheelchair ramps use	\$500,000
			-	-	-	-	-	-		
4	Bus Signal Prioritization		Phase	2019	2020	2021	2022	2023	This project provides for the addition of global positioning system (GPS) based system devices on StarMetro buses to improve transit system performance.	\$250,000
			-	-	-	-	-	-		
5	Redevelopment of C.K. Steele Plaza Planning Study		Phase	2019	2020	2021	2022	2023	Planning study of C.K. Steele Plaza identifying opportunities for redevelopment of the site.	\$200,000
			-	-	-	-	-	-		

ABBREVIATIONS:

PE - Preliminary Engineering (Design)

* - See other side for full project descriptions

Project Name	Project Details
Comprehensive Operational Analysis	Initiate a Comprehensive Operations Analysis (COA) for StarMetro. The COA is a means of evaluating and adjusting current StarMetro operations to be more efficient while developing a framework to adapt the system to achieve the objectives of the Transit Development Plan (TDP), which itself is intended to lead toward implementation of the Long Range Plan. The goals of a COA are: 1. Establish a framework for making decisions about existing and future transit service, 2. Evaluate the effectiveness of current operational investments (routes), 3. Identify opportunities to improve system efficiency, 4. Develop recommendations to strengthen and effectively grow the StarMetro system, 5. Guide implementation of a system modifications to better serve StarMetro’s partners and customers.
Southside SuperStop	Construction of multi-bay SuperStop in the South City area of Tallahassee. This SuperStop will provide an off-street location and possibly on street bus bays for customers to transfer between multiple routes, serve as a layover point for operators to improve system performance, public restrooms; possibly in coordination with the proposed Public Safety Campus. In addition, the SuperStop will allow StarMetro to develop neighborhood circulators to efficiently provide transportation options for disabled and low income individuals located in south Tallahassee and improve service to the Veteran’s Administration Clinic.
Bus Stop Upgrades	StarMetro has just over 900 active stops. Many of these stops are not compliant with the Americans with Disabilities Act (ADA) and offer limited information to customers. While ADA compliance is only required when an amenity such as a bench or a shelter is added to the stop, StarMetro desires to make the system more accessible and safe for all of our customers. The funding will be used to upgrade at least 300 stops to include interactive solar smart stops to provide route information to our customers, boarding and alighting areas for bus wheelchair ramps to use, connect bus stops to sidewalks, and add shelter pads to prepare for the future placement of an amenity.
Bus Signal Prioritization	The City of Tallahassee is starting to replace the existing infrared based traffic signal preemption system for emergency vehicles with a more advanced global positioning system (GPS) based system. This system will allow for a much more efficient routing of emergency vehicles with less disruption to the traffic signal network. The GPS system also allows for adding signal prioritization to transit vehicles. Signal prioritization extends the green time or shortens the red time for approaching buses depending on the system parameters such as a bus running behind schedule. Signal prioritization is shown to improve overall transit system performance and efficiency by at least 10%. It costs approximately \$3,000 per bus for the signal prioritization devices.
Redevelopment of C.K. Steele Plaza Planning Study	Initiate a planning study of C.K. Steele Plaza (Plaza) to identify the needs, challenges, opportunities, and funding options to transform the Plaza from a single-use transit facility into a mixed-use, multistory intermodal facility with opportunities for house StarMetro Administrative Staff; leasable space for office, restaurants, and retail activities; and connections to intercity transportation such as Amtrak, Greyhound, and/or Megabus.

**Tallahassee International Airport Project Priorities
FDOT Fiscal Year 2020 - 2024**

2020

Priority Ranking	FM Item Number	Description	Local	FDOT	FAA	Total
1	412210-3	Runway 18/36 Reconstruction	2,750,000	2,250,000		5,000,000
2	TBA	International Passenger Processing Facility	5,500,000	5,500,000	1,575,000	12,575,000
3	422301-6	Terminal PLB Acquisition and Installation	600,000	400,000		1,000,000
4	226781-6	Terminal Modernization	400,000	400,000		800,000
5	422301-9	Hangar(s) Development and Modernization	1,000,000	1,000,000		2,000,000
6	416010-6	Hangar Development	500,000	500,000		1,000,000
		FY20 Total	10,750,000	10,050,000	1,575,000	22,375,000

**Tallahassee International Airport Project Priorities
FDOT Fiscal Year 2020 - 2024**

2021

Priority Ranking	FM Item Number	Description	Local	FDOT	FAA	Total
1	422301-8	Air Cargo Facility Expansion	1,121,009	1,121,009		2,242,018
2	226792-8	Air Cargo Facility Expansion	1,112,500	1,112,500		2,225,000
3	422301-6	Terminal PLB Acquisition and Installation	600,000	400,000		1,000,000
4	226781-6	Terminal Modernization	500,000	500,000		1,000,000
5	422301-9	Hangar(s) Development and Modernization	2,000,000	2,000,000		4,000,000
6	TBA	Taxiway Alpha Rehabilitation-Design	1,000,000	1,000,000		2,000,000
7	TBA	Airfield Maintenance Sweeper Truck	25,000		225,000	250,000
8	TBA	Terminal Concessions Redevelopment	125,000	125,000		250,000
		FY21 Total	6,483,509	6,258,509	225,000	12,967,018

**Tallahassee International Airport Project Priorities
FDOT Fiscal Year 2020 - 2024**

2022

Priority Ranking	FM Item Number	Description	Local	FDOT	FAA	Total
1	226792-9	Taxiway Rehabilitation-Design	95,000	95,000	1,710,000	1,900,000
2	442109-5	Multimodal Transportation Center	1,159,052	1,159,052		2,318,104
3	422301-6	Terminal PLB Acquisition and Installation	600,000	400,000		1,000,000
4	226781-6	Terminal Modernization	400,000	400,000		800,000
5	226792-4	Airport Emergency Power Improvements	37,500	37,500	675,000	750,000
6	TBA	Taxiway Alpha Rehabilitation-Construction	10,000,000	10,000,000		20,000,000
7	226792-7	Airport Operations Center Renovations and Upgrades	200,000	200,000		400,000
8	226792-6	Facilities Building (Maintenance Complex)	225,000	225,000		450,000
9	226792-5	Airport Information Technology Analysis	75,000	75,000		150,000
10	TBA	Computerized Maintenance Management System (CMMS)	40,000	40,000		80,000
11	TBA	Computer Based Training Upgrades	50,000	50,000		100,000
		FY22 Total	12,881,552	12,681,552	2,385,000	27,948,104

**Tallahassee International Airport Project Priorities
FDOT Fiscal Year 2020 - 2024**

2023

Priority Ranking	FM Item Number	Description	Local	FDOT	FAA	Total
1	226792-9	Taxiway Rehabilitation-Construction	500,000	500,000	9,000,000	10,000,000
2	442109-5	Multimodal Transportation Center	340,948	340,948		681,896
3	422301-6	Terminal PLB Acquisition and Installation	600,000	600,000		1,200,000
4	226781-6	Terminal Modernization	400,000	400,000		800,000
5	TBA	Aircraft Maintenance and Storage Hangar and Related Taxilanes	2,500,000	2,500,000		5,000,000
		FY23 Total	4,340,948	4,340,948	9,000,000	17,681,896

**Tallahassee International Airport Project Priorities
FDOT Fiscal Year 2020 - 2024**

2024

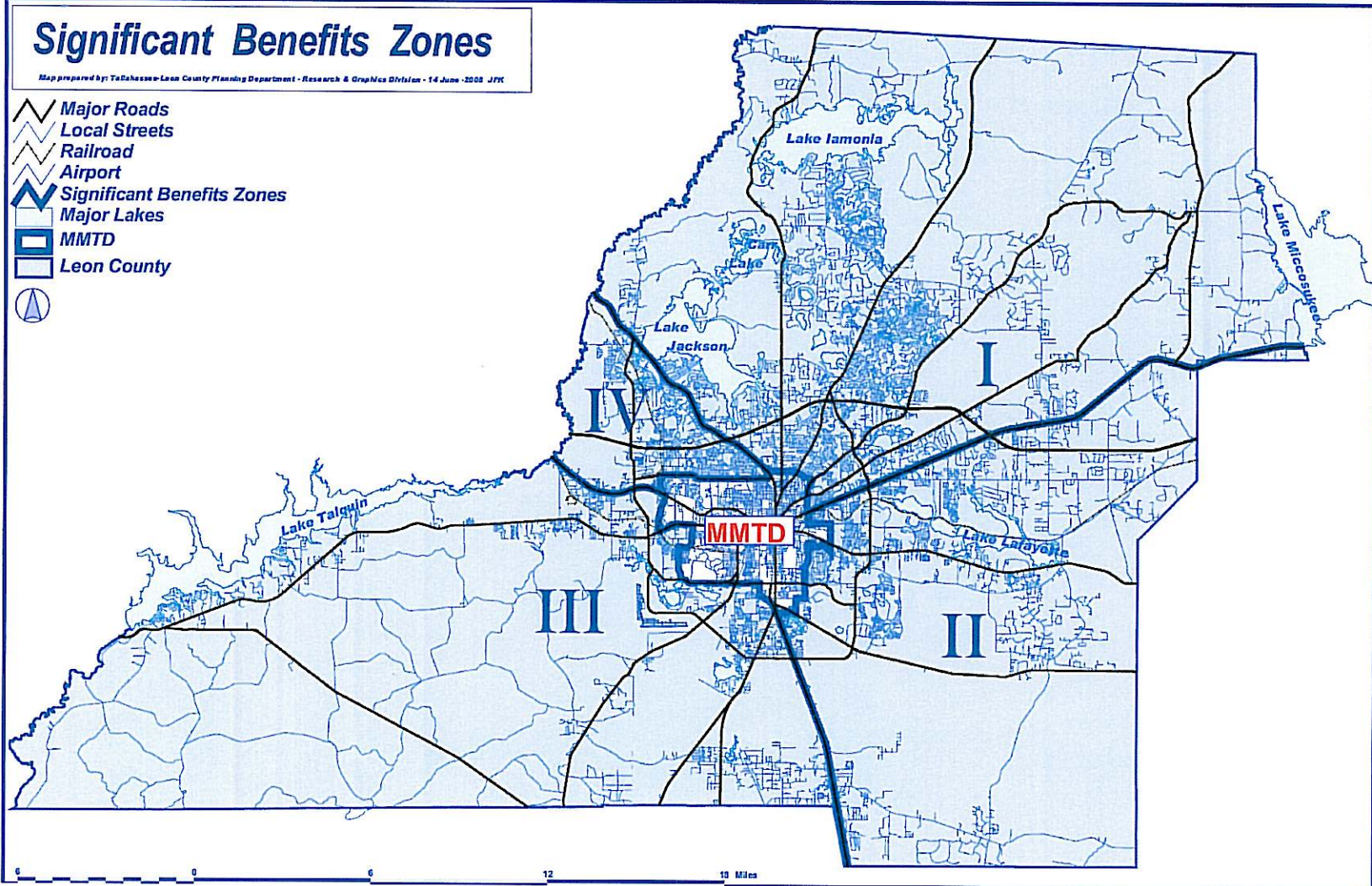
Priority Ranking	FM Item Number	Description	Local	FDOT	FAA	Total
1	226792-9	Taxiway Rehabilitation-Construction	450,000	450,000	8,100,000	9,000,000
2	TBA	Terminal Modernization	500,000	500,000		1,000,000
3	TBA	Security Fence and Gate Rehabilitation, Updates and Improvements	100,000	100,000		200,000
4	TBA	Air Carrier Apron Improvements	25,000	25,000	450,000	500,000
5	TBA	Parking Area Improvements	250,000	250,000		500,000
6	TBA	Landside Signage Improvements	100,000	100,000		200,000
7	TBA	Aircraft Maintenance and Storage Hangar and Related Taxilanes	5,000,000	5,000,000		10,000,000
		FY24 Total	6,425,000	6,425,000	8,550,000	21,400,000

Significant Benefit Project Priority List

Significant Benefits Zones

Map prepared by: Tallahassee-Leon County Planning Department - Research & Graphics Division - 14 June 2008 JPK

-  Major Roads
-  Local Streets
-  Railroad
-  Airport
-  Significant Benefits Zones
-  Major Lakes
-  MMTD
-  Leon County
- 



8

Attachment A

* Note: The Multimodal Transportation District (MMTD) Boundaries, as represented by the center, fifth district, require a formal Comprehensive Plan amendment to be established, and any future changes to that boundary would also require a formal Comprehensive Plan amendment. The Comprehensive Plan amendment process will require formal approvals by the City, County, and FDOT. Therefore, as stated in 2(b) of this agreement, any changes to this boundary will not require amendment to this Memorandum of Agreement, and Attachment A will be automatically updated to reflect the most current, adopted MMTD boundaries. Until the adoption of the MMTD Comprehensive Plan Amendment, the boundaries shown above shall apply.

Attachment B

Significant Benefit Project Priority List

DISTRICT 1		
Tier A	Tier B	Tier C
<p><u>Mahan Drive</u> <i>Section:</i> Dempsey Mayo to I-10 <i>Jurisdiction:</i> State <i>Includes:</i> construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Bannerman (Phase 1)</u> <i>Section:</i> Thomasville to Tekesta <i>Jurisdiction:</i> County <i>Includes:</i> TBD <i>Estimated Cost:</i> TBD <i>Justification:</i> Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Bannerman (Phase 2)</u> <i>Section:</i> Tekesta to Preservation Point <i>Jurisdiction:</i> County <i>Includes:</i> TBD <i>Estimated Cost:</i> TBD <i>Justification:</i> Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities</p>
DISTRICT 2		
Tier A	Tier B	Tier C
<p><u>Mahan Drive</u> <i>Section:</i> Dempsey Mayo to I-10 <i>Jurisdiction:</i> State <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> - #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Woodville Highway</u> <i>Section:</i> Gaile Avenue to 1000 feet north of Capital Circle SE <i>Jurisdiction:</i> State <i>Includes:</i> PD&E, Design, ROW & Construction <i>Estimated Cost:</i> \$53 million <i>Justification:</i> #5 CRTPA Project Priority *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Weems Road</u> <i>Section:</i> Mahan to Capital Circle NE <i>Jurisdiction:</i> City <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$17.5 million <i>Justification:</i> - Alternate route to relieve Mahan/CCNE intersection on SIS Collector *20% of funds will support transit/bike/pedestrian facilities</p>
DISTRICT 3		
Tier A	Tier B	
<p><u>North South Connector</u> <i>Section:</i> Orange to Jackson Bluff <i>Jurisdiction:</i> (City) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$15 million <i>Justification:</i> Relieve CCSW; In City 5-Year CIP *20% of funds will support transit/bike/pedestrian facilities</p>	<p><u>Pensacola Street</u> <i>Section:</i> Capital Cir SW to Apleyard <i>Jurisdiction:</i> (State) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$40 million <i>Justification:</i> - #12 CRTPA Project Priority; Parallel Route to Tennessee *20% of funds will support transit/bike/pedestrian facilities</p>	
DISTRICT 4		
Tier A	Tier B	
<p><u>Tharpe Street (Phase 1)</u> <i>Section:</i> Blountstown Highway to Ocala <i>Jurisdiction:</i> (County) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$33 million <i>Justification:</i> In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities</p>	<p><u>Tharpe Street (Phase 2)</u> <i>Section:</i> Blountstown Highway to Capital Circle <i>Jurisdiction:</i> (County) <i>Includes:</i> PD&E, construction, & ROW <i>Estimated Cost:</i> \$16 million <i>Justification:</i> In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities</p>	
DISTRICT 5 (Multimodal District)		
Tier A	Tier B	
<p>80% - District Bike/Ped/Transit Facilities 20% - FAMU Way bike/ped facilities</p>	<p>100% - District Bike/Ped/Transit Facilities</p>	

Leon County Schools District Facilities Work Program

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
 If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
 If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Five Year Total
Total Revenues	\$19,086,887	\$23,311,312	\$24,502,757	\$37,231,698	\$51,949,325	\$156,081,979
Total Project Costs	\$19,086,887	\$23,311,312	\$24,502,757	\$37,231,698	\$51,949,325	\$156,081,979
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District LEON COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption - 12/10/2019

Work Plan Submittal Date -

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON - Martha Chauncey

JOB TITLE - Capital Outlay Program Specialist

PHONE NUMBER - 850-617-1823

E-MAIL ADDRESS - chaunceym@leonschools.net

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
HVAC	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Flooring	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Electrical	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fire Alarm	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Sub Total:	\$0	\$0	\$0	\$0	\$0	\$0

PECO Maintenance Expenditures	\$128,990	\$0	\$0	\$0	\$0	\$128,990
1.50 Mill Sub Total:	\$11,821,010	\$11,950,000	\$11,950,000	\$11,950,000	\$11,950,000	\$59,621,010

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Other Items		2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Site acquisition: Facilities / DW		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Security Camera Replacements - Security Dept.		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Emergency maintenance: Maintenance / DW		\$327,609	\$327,609	\$327,609	\$327,609	\$327,609	\$1,638,045
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Plumbing: Maintenance / DW		\$23,008	\$23,008	\$23,008	\$23,008	\$23,008	\$115,040

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Electrical - Facilities	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
D/W HVAC - Facilities	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
HVAC - Maintenance	\$92,000	\$92,000	\$92,000	\$92,000	\$92,000	\$460,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Access Control - Security Dept		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Relocatables: Maintenance / DW		\$69,023	\$69,023	\$69,023	\$69,023	\$69,023	\$345,115
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Floor covering: Maintenance / DW		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Sitework: Maintenance / DW		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
HVAC controls: Maintenance / DW	\$247,800	\$247,800	\$247,800	\$247,800	\$247,800	\$1,239,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Intercoms & clocks: Maintenance / DW	\$41,414	\$41,414	\$41,414	\$41,414	\$41,414	\$207,070
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Carpet/Flooring D/W - Facilities	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Passenger Vans - Transportation		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Roof PM program: Maintenance / DW		\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Structural: Facilities / DW		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Fire alarm: Facilities/ DW		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Security Systems - Facilities	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Security Camera Maint - DW - Maintenance	\$46,015	\$46,015	\$46,015	\$46,015	\$46,015	\$230,075
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Sitework: Facilities / DW	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Asphalt/Drainage: Maintenance / DW		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Environmental Mandates - Facilities DW		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Preventative Maintenance - Maint.		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Maintenance Fire Code - Code Dept		\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$400,000

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Environmental Mandates - Code Dept	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$600,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Safety-To-Life Asbestos - Code Dept	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Furniture Fixtures and Equipment	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Controls: Facilities / DW		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Security systems: Maintenance / DW		\$23,008	\$23,008	\$23,008	\$23,008	\$23,008	\$115,040
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Structural: Maintenance / DW		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Small engine repair: Maintenance / DW		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$60,000

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Painting: Maintenance / DW	\$322,107	\$322,107	\$322,107	\$322,107	\$322,107	\$1,610,535
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Vehicles: Maintenance / DW	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$575,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Drainage/Asphalt: Facilities / DW	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

FFE D/W - Facilities	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Maintenance Salaries: Maintenance / DW	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
DW Fac Renovations	\$1,075,000	\$1,075,000	\$1,075,000	\$1,075,000	\$1,075,000	\$5,375,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
DW Fac Remodeling	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$3,000,000

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Telephone: Maintenance / DW	\$69,023	\$69,023	\$69,023	\$69,023	\$69,023	\$345,115
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Plumbing D/W - Facilities	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
ADA - Maintenance	\$46,015	\$46,015	\$46,015	\$46,015	\$46,015	\$230,075
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Environmental mandates: Maintenance / DW		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Athletic Tracks & Courts D/W - Facilities		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Furniture Fixture & Equipment: Maintenance / DW		\$109,203	\$109,203	\$109,203	\$109,203	\$109,203	\$546,015
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Safety to Life - Fac		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
D/W Locks - Maintenance	\$46,015	\$46,015	\$46,015	\$46,015	\$46,015	\$230,075
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Roofs: Facilities / DW	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					
Electrical D/W - Maintenance	\$46,015	\$46,015	\$46,015	\$46,015	\$46,015	\$230,075
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL					

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Relocatables: Facilities / DW		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
DW Fac Fire Alarm/Safety to Life - Maint.		\$314,745	\$314,745	\$314,745	\$314,745	\$314,745	\$1,573,725
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Handicapped access: Facilities / DW		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Locations	AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HERITAGE TRAILS COMMUNITY SCHOOL, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER (old), PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SA (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL - Old, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE SCHOOL						
Total:		\$11,950,000	\$11,950,000	\$11,950,000	\$11,950,000	\$11,950,000	\$59,750,000

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$11,821,010	\$11,950,000	\$11,950,000	\$11,950,000	\$11,950,000	\$59,621,010
Maintenance/Repair Salaries	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$6,250,000
School Bus Purchases	\$0	\$0	\$2,000,000	\$2,000,000	\$2,000,000	\$6,000,000

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Other Vehicle Purchases	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$11,587,564	\$11,570,346	\$11,551,309	\$11,535,454	\$11,517,690	\$57,762,363
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Lease 55 CNG buses	\$991,397	\$991,397	\$991,397	\$991,397	\$991,397	\$4,956,985
Sales Tax Bond Payment	\$7,447,075	\$7,442,075	\$7,434,325	\$7,428,200	\$7,418,075	\$37,169,750
Charter Schools SB 376	\$220,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,220,000
Local Expenditure Totals:	\$34,317,046	\$34,453,818	\$36,427,031	\$36,405,051	\$36,377,162	\$177,980,108

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2019 - 2020 Actual Value	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
(1) Non-exempt property assessed valuation		\$19,019,526,298	\$19,831,844,395	\$20,702,156,861	\$21,696,118,789	\$22,684,367,530	\$103,934,013,874
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$31,952,804	\$33,317,499	\$34,779,624	\$36,449,480	\$38,109,737	\$174,609,144
(4) Value of the portion of the 1.50-Mill ACTUALLY levied	370	\$27,388,118	\$28,557,856	\$29,811,106	\$31,242,411	\$32,665,489	\$149,664,980
(5) Difference of lines (3) and (4)		\$4,564,686	\$4,759,643	\$4,968,518	\$5,207,069	\$5,444,248	\$24,944,164

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0

LEON COUNTY SCHOOL DISTRICT

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PECO Maintenance Expenditures		\$128,990	\$0	\$0	\$0	\$0	\$128,990
		\$128,990	\$0	\$0	\$0	\$0	\$128,990

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$1,113,553	\$1,113,553	\$1,113,553	\$1,113,553	\$1,113,553	\$5,567,765
CO & DS Interest on Undistributed CO	360	\$23,813	\$23,813	\$23,813	\$23,813	\$23,813	\$119,065
		\$1,137,366	\$1,137,366	\$1,137,366	\$1,137,366	\$1,137,366	\$5,686,830

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Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2018 - 2019? No

Additional Revenue Source

Any additional revenue sources

Item	2019 - 2020 Actual Value	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$1,450,000	\$0	\$0	\$0	\$0	\$1,450,000
Proceeds from 1/2 cent sales surtax authorized by school board	\$22,265,121	\$22,710,423	\$23,164,632	\$23,627,925	\$24,100,483	\$115,868,584
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0

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Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$27,361,876	\$5,359,485	\$6,816,684	\$17,629,047	\$30,423,149	\$87,590,241
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	(\$20,201,491)	\$0	\$0	\$0	\$0	(\$20,201,491)
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	(\$5,997,057)	\$0	\$0	\$0	\$0	(\$5,997,057)
Subtotal	\$24,878,449	\$28,069,908	\$29,981,316	\$41,256,972	\$54,523,632	\$178,710,277

Total Revenue Summary

Item Name	2019 - 2020 Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$27,388,118	\$28,557,856	\$29,811,106	\$31,242,411	\$32,665,489	\$149,664,980
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$34,317,046)	(\$34,453,818)	(\$36,427,031)	(\$36,405,051)	(\$36,377,162)	(\$177,980,108)
PECO Maintenance Revenue	\$128,990	\$0	\$0	\$0	\$0	\$128,990
Available 1.50 Mill for New Construction	(\$6,928,928)	(\$5,895,962)	(\$6,615,925)	(\$5,162,640)	(\$3,711,673)	(\$28,315,128)

Item Name	2019 - 2020 Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Five Year Total
CO & DS Revenue	\$1,137,366	\$1,137,366	\$1,137,366	\$1,137,366	\$1,137,366	\$5,686,830
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$24,878,449	\$28,069,908	\$29,981,316	\$41,256,972	\$54,523,632	\$178,710,277
Total Additional Revenue	\$26,015,815	\$29,207,274	\$31,118,682	\$42,394,338	\$55,660,998	\$184,397,107
Total Available Revenue	\$19,086,887	\$23,311,312	\$24,502,757	\$37,231,698	\$51,949,325	\$156,081,979

Project Schedules

Capacity Project Schedules

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Total	Funded
New Construction to replace buildings to be razed	JAMES RICKARDS SENIOR HIGH	Planned Cost:	\$7,348,363	\$0	\$0	\$6,000,000	\$0	\$13,348,363	Yes
		Student Stations:	500	0	0	175	0	675	
		Total Classrooms:	20	0	0	11	0	31	
		Gross Sq Ft:	28,000	0	0	17,537	0	45,537	
Raze Buildings 3, 5, 6, and 14	JAMES RICKARDS SENIOR HIGH	Planned Cost:	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000	Yes
		Student Stations:	0	0	-857	0	0	-857	
		Total Classrooms:	0	0	-38	0	0	-38	
		Gross Sq Ft:	0	0	-66,067	0	0	-66,067	
Renovate/Remodel to close in pods and add additional classrooms - includes sprinkling buildings	WALTER T MOORE JR ELEMENTARY	Planned Cost:	\$0	\$6,300,000	\$7,700,000	\$4,000,000	\$0	\$18,000,000	Yes
		Student Stations:	0	66	66	22	0	154	
		Total Classrooms:	0	3	3	1	0	7	
		Gross Sq Ft:	0	2,862	2,862	954	0	6,678	
Remodel and Renovate Building 13 and 19	JAMES RICKARDS SENIOR HIGH	Planned Cost:	\$2,051,637	\$0	\$0	\$0	\$0	\$2,051,637	Yes
		Student Stations:	13	0	0	0	0	13	
		Total Classrooms:	3	0	0	0	0	3	
		Gross Sq Ft:	2,660	0	0	0	0	2,660	
Demolish Building 1	FAIRVIEW MIDDLE	Planned Cost:	\$0	\$0	\$300,000	\$0	\$0	\$300,000	Yes
		Student Stations:	0	0	-47	0	0	-47	
		Total Classrooms:	0	0	-2	0	0	-2	
		Gross Sq Ft:	0	0	-13,652	0	0	-13,652	
Planned Cost:			\$9,400,000	\$6,300,000	\$9,000,000	\$10,000,000	\$0	\$34,700,000	
Student Stations:			513	66	-838	197	0	-62	
Total Classrooms:			23	3	-37	12	0	1	
Gross Sq Ft:			30,660	2,862	-76,857	18,491	0	-24,844	

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total	Funded
Site Improvement	PINEVIEW ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	No
Renovate Bldgs 2, 4, 5 and 6	PINEVIEW ELEMENTARY	\$0	\$0	\$0	\$3,241,118	\$0	\$3,241,118	Yes
Renovate Bldgs 1-4	ROBERTS ELEMENTARY	\$0	\$0	\$3,500,000	\$3,500,000	\$0	\$7,000,000	No
Renovate Campus	SPRINGWOOD ELEMENTARY	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000	Yes
Site Improvement	SWIFT CREEK MIDDLE	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Renovate Bldgs 1 -8	SWIFT CREEK MIDDLE	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000	Yes
Bldg 1 - Remodel to Expand Media	WOODVILLE SCHOOL	\$0	\$0	\$0	\$559,800	\$0	\$559,800	No
Renovate Campus	WOODVILLE SCHOOL	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000	Yes
Site Improvement	OAK RIDGE ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site Improvement	AMOS P GODBY SENIOR HIGH	\$0	\$0	\$0	\$200,000	\$0	\$200,000	No
Site Improvement	LILLIAN RUEDIGER ELEMENTARY	\$0	\$0	\$0	\$0	\$600,000	\$600,000	No
Site Improvement	CANOPY OAKS ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	Yes
Site Improvement	LAWTON M CHILES SENIOR HIGH	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Renovate Campus	FORT BRADEN SCHOOL (NEW)	\$0	\$0	\$0	\$1,000,000	\$3,000,000	\$4,000,000	Yes
Renovate Bldgs 1, 2, 3, 4, 5, 6 and 9	KILLEARN LAKES ELEMENTARY	\$0	\$0	\$0	\$0	\$4,449,325	\$4,449,325	Yes
Site Improvement	GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	\$0	\$0	\$437,905	\$300,000	\$0	\$737,905	Yes
Site Improvement	AUGUSTA RAA MIDDLE	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site Improvement	BUCK LAKE ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	Yes
Renovate/Remodel Building 1	LEON SENIOR HIGH	\$0	\$0	\$3,000,000	\$1,000,000	\$0	\$4,000,000	Yes
Expand Site 2 acres	PINEVIEW ELEMENTARY	\$0	\$0	\$0	\$0	\$361,041	\$361,041	No
Expand Site - 2 acres	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$0	\$0	\$784,456	\$784,456	No
Contingency	Location not specified	\$3,781,887	\$0	\$0	\$0	\$0	\$3,781,887	Yes
Expand Site 2 acres	KATE SULLIVAN ELEMENTARY	\$0	\$0	\$0	\$0	\$991,113	\$991,113	No
Expand Site 17 acres	MAIN TRANSPORTATION FACILITY	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	No
Site Improvement	APALACHEE ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	No
Site Improvement	ASTORIA PARK ELEMENTARY	\$0	\$0	\$0	\$0	\$200,000	\$200,000	Yes
Site Improvement	BOND ELEMENTARY SCHOOL	\$0	\$0	\$100,000	\$0	\$0	\$100,000	Yes

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Bldgs 1, 2, 3, 4, 5	BUCK LAKE ELEMENTARY	\$0	\$0	\$0	\$1,500,000	\$3,000,000	\$4,500,000	Yes
Bldgs 1, 2, 3, 4, 6 and 7 - Renovation	CHAIRES ELEMENTARY	\$0	\$0	\$0	\$2,200,000	\$2,200,000	\$4,400,000	Yes
Bldgs 2, 3, 4, 6 and 7 - Renovation	DEERLAKE MIDDLE	\$0	\$0	\$0	\$4,000,000	\$0	\$4,000,000	No
Bldgs 1, 2, 3, 4, 5, 6 and 7 - Renovate	DESOTO TRAIL ELEMENTARY	\$0	\$0	\$0	\$3,000,000	\$3,000,000	\$6,000,000	Yes
Renovate 2, 3, 9, 10, 11, 12, and 16	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$1,500,000	\$1,500,000	\$0	\$3,000,000	No
Site Improvement	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$150,000	\$0	\$0	\$150,000	Yes
Site Improvement	GILCHRIST ELEMENTARY	\$0	\$0	\$0	\$100,000	\$0	\$100,000	Yes
Site Improvement	JOHN C RILEY ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Renovate Bldgs 1, 2, 7, 9, 11 and 12	JOHN C RILEY ELEMENTARY	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$2,000,000	No
Renovate Bldgs 1, 3 and 4	KATE SULLIVAN ELEMENTARY	\$0	\$0	\$2,000,000	\$3,000,000	\$0	\$5,000,000	No
Renovate Bldgs 1, 2, 3, 5, 6, 7 and 8	LAWTON M CHILES SENIOR HIGH	\$0	\$0	\$7,000,000	\$7,000,000	\$0	\$14,000,000	No
Renovate Bldgs 3 and 30	LEON SENIOR HIGH	\$0	\$0	\$2,500,000	\$2,500,000	\$0	\$5,000,000	No
Renovate Buildings 1 and 3-13	LILLIAN RUEDIGER ELEMENTARY	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000	No
Renovate Bldgs 4 and 5	LINCOLN SENIOR HIGH	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000	No
Renovate Bldgs 1, 2, 3, 4, 5, 6 and 8	OAK RIDGE ELEMENTARY	\$0	\$0	\$0	\$2,000,000	\$3,000,000	\$5,000,000	Yes
Site Improvement	HERITAGE TRAILS COMMUNITY SCHOOL	\$0	\$0	\$500,000	\$0	\$0	\$500,000	No
Site Improvement	DEERLAKE MIDDLE	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site Improvement	DESOTO TRAIL ELEMENTARY	\$0	\$0	\$82,222	\$0	\$0	\$82,222	No
Renovate	DEVURN GLENN SERVICE CENTER	\$0	\$0	\$0	\$4,500,000	\$0	\$4,500,000	No
Renovate Buildings 5, 8, 10 and 11	ELIZABETH COBB MIDDLE	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000	Yes
Site Improvement	ELIZABETH COBB MIDDLE	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Renovate Site	FOOD SERVICES FACILITY	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000	No
Renovate Buildings 4, 6, 8 and 9	FRANK R NIMS MIDDLE	\$0	\$0	\$3,000,000	\$0	\$0	\$3,000,000	No
Site Improvement	FRANK R NIMS MIDDLE	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site Improvement	GRIFFIN MIDDLE	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site Improvement	HAWKS RISE ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Renovate Buildings 1-6	HAWKS RISE ELEMENTARY	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000	Yes
Site Improvement	KATE SULLIVAN ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	Yes
Site Improvement	KILLEARN LAKES ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	Yes
Site Improvement	LEON SENIOR HIGH	\$0	\$0	\$500,000	\$0	\$0	\$500,000	Yes

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Site Improvement	LINCOLN SENIOR HIGH	\$0	\$0	\$0	\$100,000	\$0	\$100,000	No
Site Improvement	MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site Improvement	MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	\$0	\$0	\$0	\$100,000	\$0	\$100,000	No
Remove relocatables from site	P A C E CENTER (old)	\$0	\$0	\$0	\$20,000	\$0	\$20,000	No
Renovate Site	PROPERTY MANAGEMENT WAREHOUSE	\$0	\$0	\$0	\$3,500,000	\$0	\$3,500,000	No
Site Improvement	ROBERTS ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site Improvement	SABAL PALM ELEMENTARY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Renovate Buildings 1, 2, 4, 5, and 6	SABAL PALM ELEMENTARY	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000	Yes
Site Improvement	SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SAIL (NEW)	\$0	\$0	\$200,000	\$0	\$0	\$200,000	Yes
Renovate Buildings 1-5	SEALEY ELEMENTARY	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000	Yes
Site Improvement	WILLIAM J MONTFORD III MIDDLE SCHOOL	\$0	\$0	\$100,000	\$0	\$0	\$100,000	No
Site work	FAIRVIEW MIDDLE	\$0	\$2,000,000	\$0	\$0	\$0	\$2,000,000	Yes
Renovate/Remodel Building 7	LEON SENIOR HIGH	\$0	\$3,311,312	\$0	\$0	\$0	\$3,311,312	Yes
Site Expansion - 6 acres	LEON SENIOR HIGH	\$0	\$0	\$1,000,000	\$1,000,000	\$925,375	\$2,925,375	No
site work/renovation	WALTER T MOORE JR ELEMENTARY	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	Yes
Renovations/Remodeling	MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	\$950,000	\$1,000,000	\$0	\$0	\$0	\$1,950,000	Yes
non-bus vehicle	PROPERTY MANAGEMENT WAREHOUSE	\$55,000	\$0	\$0	\$0	\$0	\$55,000	Yes
Field Turf	LEON SENIOR HIGH	\$900,000	\$0	\$0	\$0	\$0	\$900,000	Yes
Field Turf	JAMES RICKARDS SENIOR HIGH	\$0	\$900,000	\$0	\$0	\$0	\$900,000	Yes
Field turf	AMOS P GODBY SENIOR HIGH	\$0	\$0	\$900,000	\$0	\$0	\$900,000	Yes
Field Turf	LINCOLN SENIOR HIGH	\$0	\$0	\$0	\$900,000	\$0	\$900,000	Yes
Expand Site 10 acres	JAMES RICKARDS SENIOR HIGH	\$0	\$0	\$500,000	\$500,000	\$500,000	\$1,500,000	No
Expand Site 25 acres	LAWTON M CHILES SENIOR HIGH	\$0	\$0	\$500,000	\$500,000	\$1,000,000	\$2,000,000	No
Roof	WALTER T MOORE JR ELEMENTARY	\$0	\$0	\$1,714,852	\$0	\$0	\$1,714,852	Yes
Admin Addition - Site work	JAMES RICKARDS SENIOR HIGH	\$0	\$4,700,000	\$0	\$0	\$0	\$4,700,000	Yes
Renovate Buildings, 1, 2, 3 and 4	GILCHRIST ELEMENTARY	\$0	\$0	\$1,000,000	\$3,000,000	\$2,000,000	\$6,000,000	Yes
Renovate	AMOS P GODBY SENIOR HIGH	\$0	\$0	\$0	\$1,890,580	\$1,000,000	\$2,890,580	Yes
MS Enterprise Agreement	TECHNOLOGY AND INFORMATION SERVICES	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$10,500,000	Yes

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Shared Services	TECHNOLOGY AND INFORMATION SERVICES	\$50,000	\$180,000	\$180,000	\$180,000	\$180,000	\$770,000	Yes
Upgrade core switches; upgrade wireless access points	TECHNOLOGY AND INFORMATION SERVICES	\$850,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$5,330,000	Yes
21st century classrooms: Continued upgrade of all classrooms/ Work stations	TECHNOLOGY AND INFORMATION SERVICES	\$0	\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000	\$6,800,000	Yes
		\$9,686,887	\$17,011,312	\$41,984,979	\$69,911,498	\$58,111,310	\$196,705,986	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2019 - 2020 Satis. Stu. Sta.	Actual 2019 - 2020 FISH Capacity	Actual 2018 - 2019 COFTE	# Class Rooms	Actual Average 2019 - 2020 Class Size	Actual 2019 - 2020 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2023 - 2024 COFTE	Projected 2023 - 2024 Utilization	Projected 2023 - 2024 Class Size
LEON SENIOR HIGH	1,811	1,720	2,017	75	27	117.00 %	0	0	1,700	99.00 %	23
KATE SULLIVAN ELEMENTARY	823	823	704	43	16	85.00 %	0	0	800	97.00 %	19
ELIZABETH COBB MIDDLE	1,020	918	789	46	17	86.00 %	0	0	925	101.00 %	20
FRANK HARTSFIELD ELEMENTARY	615	615	450	33	14	73.00 %	0	0	475	77.00 %	14
JAMES RICKARDS SENIOR HIGH	2,347	2,229	1,467	97	15	66.00 %	-4	-169	1,600	72.00 %	-22

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R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	334	334	26	19	1	8.00 %	0	0	25	7.00 %	1
SABAL PALM ELEMENTARY	695	695	559	37	15	80.00 %	0	0	670	96.00 %	18
SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SAIL (NEW)	577	577	375	25	15	65.00 %	0	0	380	66.00 %	15
LILLIAN RUEDIGER ELEMENTARY	553	553	508	30	17	92.00 %	0	0	525	95.00 %	18
AUGUSTA RAA MIDDLE	1,137	1,023	873	51	17	85.00 %	0	0	1,000	98.00 %	20
CHAIRES ELEMENTARY PRE-KINDERGARTEN	103	0	0	7	0	0.00 %	0	0	0	0.00 %	0
WOODVILLE SCHOOL	553	497	510	30	17	103.00 %	0	0	500	101.00 %	17
AMOS P GODBY SENIOR HIGH	1,767	1,678	1,346	73	18	80.00 %	0	0	1,725	103.00 %	24
OAK RIDGE ELEMENTARY	695	695	513	37	14	74.00 %	0	0	680	98.00 %	18
SECOND CHANCE SCHOOL - Old	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
SAIL (OLD)	115	0	0	10	0	0.00 %	0	0	0	0.00 %	0
GRIFFIN MIDDLE	557	501	640	25	26	128.00 %	0	0	520	104.00 %	21
JOHN C RILEY ELEMENTARY	591	591	620	31	20	105.00 %	0	0	585	99.00 %	19
FRANK R NIMS MIDDLE	1,037	933	513	45	11	55.00 %	0	0	700	75.00 %	16
PINEVIEW ELEMENTARY	667	667	337	37	9	50.00 %	0	0	650	97.00 %	18
LEWIS M LIVELY TECHNICAL CENTER	1,289	1,546	96	83	1	6.00 %	0	0	100	6.00 %	1
GILCHRIST ELEMENTARY	941	941	981	50	20	104.00 %	0	0	930	99.00 %	19
ASTORIA PARK ELEMENTARY	627	627	593	33	18	95.00 %	0	0	595	95.00 %	18
GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	351	351	173	34	5	49.00 %	0	0	180	51.00 %	5
WALTER T MOORE JR ELEMENTARY	673	673	642	36	18	95.00 %	7	154	725	107.00 %	4
SEALEY ELEMENTARY	568	568	493	30	16	87.00 %	0	0	525	92.00 %	18
APALACHEE ELEMENTARY	618	618	625	33	19	101.00 %	0	0	600	97.00 %	18
FAIRVIEW MIDDLE	965	868	835	44	19	96.00 %	-2	-47	835	96.00 %	-278
P A C E CENTER (old)	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
KILLEARN LAKES ELEMENTARY	959	959	865	51	17	90.00 %	0	0	925	96.00 %	18
CHAIRES ELEMENTARY	599	599	519	33	16	87.00 %	0	0	520	87.00 %	16
SPRINGWOOD ELEMENTARY	599	599	597	33	18	100.00 %	0	0	590	98.00 %	18
DESOTO TRAIL ELEMENTARY	761	761	676	40	17	89.00 %	0	0	700	92.00 %	18
BUCK LAKE ELEMENTARY	779	779	714	41	17	92.00 %	0	0	720	92.00 %	18
DEERLAKE MIDDLE	1,261	1,134	1,012	54	19	89.00 %	0	0	1,100	97.00 %	20

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

FORT BRADEN SCHOOL (NEW)	880	792	770	43	18	97.00 %	0	0	790	100.00 %	18
LINCOLN SENIOR HIGH	2,137	2,030	1,976	91	22	97.00 %	0	0	2,000	99.00 %	22
HERITAGE TRAILS COMMUNITY SCHOOL	134	134	60	12	5	45.00 %	0	0	60	45.00 %	5
HAWKS RISE ELEMENTARY	910	910	851	48	18	93.00 %	0	0	875	96.00 %	18
LAWTON M CHILES SENIOR HIGH	1,996	1,896	2,055	81	25	108.00 %	0	0	1,850	98.00 %	23
SWIFT CREEK MIDDLE	1,005	904	832	45	18	92.00 %	0	0	904	100.00 %	20
CANOPY OAKS ELEMENTARY	742	742	705	39	18	95.00 %	0	0	720	97.00 %	18
ROBERTS ELEMENTARY	980	980	864	53	16	88.00 %	0	0	950	97.00 %	18
MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	429	429	292	21	14	68.00 %	0	0	300	70.00 %	14
BOND ELEMENTARY SCHOOL	790	790	691	42	16	87.00 %	0	0	775	98.00 %	18
MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	885	885	778	48	16	88.00 %	0	0	860	97.00 %	18
WILLIAM J MONTFORD III MIDDLE SCHOOL	1,148	1,033	1,064	50	21	103.00 %	0	0	1,035	100.00 %	21
	39,023	37,597	32,001	1,919	17	85.12 %	1	-62	33,624	89.43 %	18

The COFTE Projected Total (33,624) for 2023 - 2024 must match the Official Forecasted COFTE Total (32,406) for 2023 - 2024 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2023 - 2024	
Elementary (PK-3)	10,457
Middle (4-8)	11,919
High (9-12)	10,030
	32,406

Grade Level Type	Balanced Projected COFTE for 2023 - 2024
Elementary (PK-3)	-600
Middle (4-8)	-568
High (9-12)	-50
	32,406

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Year 5 Total
AUGUSTA RAA MIDDLE	0	0	3	0	0	3
Total Relocatable Replacements:	0	0	3	0	0	3

Charter Schools Tracking

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2023 - 2024
Arts and Sciences - Thomasville Rd	28	PRIVATE	1999	455	457	7	423
Governor's Charter Academy	51	PRIVATE	2012	1,145	414	3	1,099
School of Arts and Sciences at the Centre	17	PRIVATE	2015	442	334	10	350
Tallahassee School of Math and Science	21	PRIVATE	2015	450	458	1	600
	117			2,492	1,663		2,472

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	Educational	9	10	0	0	0	19
SAIL (OLD)	Educational	0	0	3	9	0	12
Total Educational Classrooms:		9	10	3	9	0	31

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
KATE SULLIVAN ELEMENTARY	Co-Teaching	1	0	0	0	0	1
AMOS P GODBY SENIOR HIGH	Co-Teaching	0	0	1	0	0	1
GILCHRIST ELEMENTARY	Co-Teaching	1	0	0	0	0	1
DESOTO TRAIL ELEMENTARY	Co-Teaching	0	0	0	1	0	1
LINCOLN SENIOR HIGH	Co-Teaching	0	0	1	0	0	1
Total Co-Teaching Classrooms:		2	0	2	1	0	5

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Not Specified

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Consistent with Comp Plan? No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2018 - 2019 fiscal year.					List the net new classrooms to be added in the 2019 - 2020 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2019 - 2020 should match totals in Section 15A.			
Location	2018 - 2019 # Permanent	2018 - 2019 # Modular	2018 - 2019 # Relocatable	2018 - 2019 Total	2019 - 2020 # Permanent	2019 - 2020 # Modular	2019 - 2020 # Relocatable	2019 - 2020 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	20	0	0	20	23	0	0	23
	20	0	0	20	23	0	0	23

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	5 Year Average
SCHOOL FOR ARTS AND INNOVATIVE LEARNING-SAIL (NEW)	0	0	0	0	0	0
LILLIAN RUEDIGER ELEMENTARY	0	0	0	0	0	0
AUGUSTA RAA MIDDLE	66	0	22	0	0	18
CHAIRES ELEMENTARY PRE-KINDERGARTEN	0	0	0	0	0	0
WOODVILLE SCHOOL	0	0	0	0	0	0
KATE SULLIVAN ELEMENTARY	0	0	0	0	0	0
ELIZABETH COBB MIDDLE	0	0	0	0	0	0
FRANK HARTSFIELD ELEMENTARY	0	0	0	0	0	0
JAMES RICKARDS SENIOR HIGH	0	0	0	0	0	0
R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	0	0	0	0	0	0
SABAL PALM ELEMENTARY	0	0	0	0	0	0
BOND ELEMENTARY SCHOOL	0	0	0	0	0	0
LEON SENIOR HIGH	0	0	0	0	0	0
DEERLAKE MIDDLE	0	0	0	0	0	0
FORT BRADEN SCHOOL (NEW)	0	0	0	0	0	0
LINCOLN SENIOR HIGH	0	0	0	0	0	0
MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	0	0	0	0	0	0

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

P A C E CENTER (old)	0	0	0	0	0	0
KILLEARN LAKES ELEMENTARY	0	0	0	0	0	0
CHAIRES ELEMENTARY	0	0	0	0	0	0
SPRINGWOOD ELEMENTARY	0	0	0	0	0	0
DESOTO TRAIL ELEMENTARY	0	0	0	0	0	0
BUCK LAKE ELEMENTARY	0	0	0	0	0	0
ASTORIA PARK ELEMENTARY	0	0	0	0	0	0
GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	0	0	0	0	0	0
WALTER T MOORE JR ELEMENTARY	0	0	0	0	0	0
SEALEY ELEMENTARY	0	0	0	0	0	0
APALACHEE ELEMENTARY	0	0	0	0	0	0
FAIRVIEW MIDDLE	0	0	0	0	0	0
MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	0	0	0	0	0	0
WILLIAM J MONTFORD III MIDDLE SCHOOL	0	0	0	0	0	0
JOHN C RILEY ELEMENTARY	0	0	0	0	0	0
FRANK R NIMS MIDDLE	0	0	0	0	0	0
PINEVIEW ELEMENTARY	0	0	0	0	0	0
LEWIS M LIVELY TECHNICAL CENTER	0	0	0	0	0	0
GILCHRIST ELEMENTARY	0	0	0	0	0	0
LAWTON M CHILES SENIOR HIGH	0	0	0	0	0	0
SWIFT CREEK MIDDLE	0	0	0	0	0	0
CANOPY OAKS ELEMENTARY	0	0	0	0	0	0
ROBERTS ELEMENTARY	0	0	0	0	0	0
HERITAGE TRAILS COMMUNITY SCHOOL	0	0	0	0	0	0
HAWKS RISE ELEMENTARY	0	0	0	0	0	0
AMOS P GODBY SENIOR HIGH	0	0	0	0	0	0
OAK RIDGE ELEMENTARY	0	0	0	0	0	0
SECOND CHANCE SCHOOL - Old	0	0	0	0	0	0
SAIL (OLD)	0	0	0	0	0	0
GRIFFIN MIDDLE	0	0	0	0	0	0

Totals for LEON COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	66	0	22	0	0	18
Total number of COFTE students projected by year.	32,175	32,299	32,416	32,508	32,406	32,361
Percent in relocatables by year.	0 %	0 %	0 %	0 %	0 %	0 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2019 - 2020	FISH Student Stations	Owner	# of Leased Classrooms 2023 - 2024	FISH Student Stations
AUGUSTA RAA MIDDLE	3	66	William Scotsman	0	0
	3	66		0	0

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The current Educational Plant Survey for Leon District schools indicates that class size reduction targets can be achieved through a combination of new classroom construction at existing schools, promoting magnet programs at selected schools, and redistricting.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Not Specified

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2018 - 2019 FISH Capacity	Actual 2018 - 2019 COFTE	Actual 2018 - 2019 Utilization	Actual 2019 - 2020 / 2028 - 2029 new Student Capacity to be added/removed	Projected 2028 - 2029 COFTE	Projected 2028 - 2029 Utilization
Elementary - District Totals	16,404	16,404	14,306.73	87.22 %	0	15,000	91.44 %
Middle - District Totals	9,563	8,603	7,837.42	91.10 %	25	8,500	98.52 %
High - District Totals	10,058	9,553	8,861.16	92.76 %	100	9,500	98.42 %
Other - ESE, etc	3,911	3,037	995.51	32.80 %	0	1,000	32.93 %
	39,936	37,597	32,000.82	85.12 %	125	34,000	90.13 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2018 - 2019 FISH Capacity	Actual 2018 - 2019 COFTE	Actual 2018 - 2019 Utilization	Actual 2019 - 2020 / 2038 - 2039 new Student Capacity to be added/removed	Projected 2038 - 2039 COFTE	Projected 2038 - 2039 Utilization
Elementary - District Totals	16,404	16,404	14,306.73	87.22 %	0	15,000	91.44 %
Middle - District Totals	9,563	8,603	7,837.42	91.10 %	0	8,750	101.71 %
High - District Totals	10,058	9,553	8,861.16	92.76 %	0	9,750	102.06 %
Other - ESE, etc	3,911	3,037	995.51	32.80 %	0	1,000	32.93 %
	39,936	37,597	32,000.82	85.12 %	0	34,500	91.76 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

LEON COUNTY SCHOOL DISTRICT

2019 - 2020 Work Plan

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, February 25, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS SCHEDULE OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2030 TALLAHASSEE-LEON COUNTY COMPREHENSIVE PLAN; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: February 14, 2020

**Leon County
Board of County Commissioners**

Notes for Agenda Item #19

Leon County Board of County Commissioners

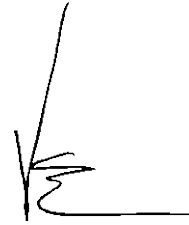
Agenda Item #19

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First of Two Public Hearings to Consider Adoption of an Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District"



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Scott Brockmeier, Development Services Administrator Barry Wilcox, Chief Development Resources Officer

Statement of Issue:

This item provides for the first of two required Public Hearings to consider an Ordinance which implements the provisions of the Industry and Mining Future Land Use Category of the Comprehensive Plan by establishing a Mining zoning district. The County currently does not have an existing zoning district dedicated to implementing the mining provisions of the referenced Future Land Use Category. The new zoning district will provide certainty on the allowed land use, development standards, permitting requirements and reclamation standards for mining uses within the Urban Service Area.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first of two required Public Hearings to consider adoption of an Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining District" (Attachment #1) and schedule the second and final Public Hearing for March 10, 2020 at 6:00 p.m.

Report and Discussion

Background:

At the October 15, 2019 meeting, the Board authorized the development of a Mining Zoning District Ordinance and on December 10, 2019 the Board approved the scheduling of the two public hearings for consideration of the proposed ordinance. This item provides for the Board to conduct the first of two Public Hearings to consider the adoption of an Ordinance which implements the provisions of the Industry and Mining Future Land Use Category of the Comprehensive Plan by establishing a new Mining zoning district. A future land use category provides a general outline of intended land uses and provisions for development within the specified future land use category. The County’s Land Development Code (LDC) implements the future land use category through the zoning district by providing more specificity in the allowable land use types, along with the associated development standards for those types of uses.

The County currently does not have a mining zoning district. Mining activities are currently permitted and implemented through other existing industrial zoning districts. However, these industrial zoning districts provide typical development standards for a broader array of permitted uses and do not provide specific development standards for mining activities. In addition, these industrial districts also allow for more intense uses, many of which have impacts that extend beyond the subject site. The new zoning district will limit the allowed uses to mining activities only and will provide certainty on the associated development standards, permitting requirements, and reclamation standards for mining uses within the Urban Service Area (USA).

On April 10, 2018, the Board adopted amendments to the Comprehensive Plan to include a new land use category, Industry and Mining (Policy 2.2.28, Land Use Element). The Industry and Mining Land Use Category addresses light industrial, mining, and heavy industrial uses, and sets guidelines for the development of implementing zoning districts (Attachment #2). Development Support and Environmental Management staff have encountered land use issues with regard to a number of existing, nonconforming mines located in the unincorporated area. The first step in addressing the issue was the consideration of revisions to the Land Use Element of the Comprehensive Plan. The Industry and Mining Future Land Use Category was adopted by the Board to provide the basic policy for industrial and mining uses in the County. The Industry and Mining land use category allows for the creation of a zoning district intended to address mining uses, both existing and proposed.

Analysis:

Mining is an important part of the economy in Leon County, and when located in the appropriate location, provides necessary jobs and the raw materials needed to support growth and development in the community. Mining uses are currently allowed inside the USA in the Light Industrial (M-1) and Heavy Industrial zoning districts as principal permitted uses. However, the Urban Fringe and Rural zoning districts are located outside the USA; therefore, mining is listed as a restricted use in those zoning districts.

The establishment of a zoning district for mining activities within the USA will implement the mining provision of the Industry and Mining Land Use Category. This will provide an opportunity for mine operations to be established where the raw materials are located, while ensuring the land use category and zoning district allow the use. The location of raw materials to be mined is determined by geological factors, not by geographical boundaries. Therefore, many existing mines are located inside the USA in districts that do not allow mining. As a result, these existing mines are considered nonconforming.

Nonconforming uses are extremely limited in expansion or redevelopment opportunities and the nonconforming provisions of the LDC do not provide guidelines on reclamation requirements for the termination of a mining activity. Many existing, nonconforming mines continue to operate primarily through environmental permits, but these permits are limited to the protection of natural features and do not address typical development standards, such as offsite impacts and locational criteria.

Historically, the only option to address these nonconforming uses was to rezone the property to Heavy Industrial or M-1; however, rezoning to Heavy Industrial or M-1 would allow for a much broader array of uses that may not be appropriate for the area. For example, many of these sites have become construction and demolition sites for materials sorting and processing and recycling. These other principal uses may, in fact, have more impact to adjoining properties than mining activity. Further, a mine site contains unstable soils which are typically unsuitable for redevelopment. A Mining zoning district will identify and allow for subsequent uses that are more suitable for a reclaimed site.

The proposed Mining zoning district would enable existing, nonconforming mines to be rezoned to a zoning district that allows mines or mining related activity. As a result, an existing mine could become conforming with regard to the use and the associated development standards. A Mining zoning district will provide guidelines to address offsite impacts and locational criteria. The district will also require the establishment of a reclamation plan demonstrating how the land will be returned to a condition that will allow an effective reuse compatible with surrounding properties. In addition, the Mining zoning district would have standards that would prevent or mitigate noise, vibrations, smoke, dust and particulate matter to avoid negative impacts on neighboring properties.

The proposed Ordinance was reviewed by the Advisory Committee on Quality Growth (ACQG) on October 21, 2019. The ACQG’s comments focused on allowed uses within the proposed district and other zoning districts that could implement the Industry and Mining Future Land Use Category. It was noted that the M-1 and Heavy Industrial zoning districts can also implement the Industry and Mining Future Land Use Category.

Consistency with Current Comprehensive Plan:

Pursuant to Section 163.3194(b), Florida Statutes, all land development regulations enacted or amended must be consistent with the adopted Comprehensive Plan. The Tallahassee-Leon County Planning Department reviewed the proposed Ordinance and determined that the Ordinance is

consistent with the Comprehensive Plan (Attachment #3). Subsequently, the proposed Ordinance was reviewed for consistency by the Planning Commission at a Public Hearing on January 7, 2020. The Planning Commission voted unanimously to find that the proposed Ordinance was consistent with the Comprehensive Plan and to recommend adoption by the Board.

Staff is requesting the Board conduct the first of two Public Hearings and schedule the second and final Public Hearing for March 10, 2020 at 6:00 p.m.

Public Notification:

Notice of the Public Hearing has been published in accordance with the requirements of Florida Statutes (Attachment #4).

Options:

1. Conduct the first of two required Public Hearings to consider adoption of an Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining District," (Attachment #1) and schedule the second and final Public Hearing for March 10, 2020 at 6:00 p.m.
2. Conduct the first of two required Public Hearings to consider adoption of an Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining District," (Attachment #1) and do not schedule the second and final Public Hearing for March 10, 2020 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Mining District Ordinance
2. Industry and Mining Land Use Category, Policy 2.2.28, Land Use Element
3. Consistency memorandum
4. Notice of Public Hearing

1 **Section 10-6.657 (M) Mining District**

1. District Intent		2. Allowable District Location
<p>The Mining district is intended to be located in areas designated Industry and Mining on the Future Land Use Map. Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties.</p>		<p>The Mining district is intended to be located in areas designated Industry and Mining on the Future Land Use Map</p>
PERMITTED, ACCESSORY, AND PROHIBITED USES		
3. Principal Uses	4. Accessory Uses	5. Prohibited Uses
<ol style="list-style-type: none"> 1. Extraction of Nonmetallic Minerals 2. Light Infrastructure 3. Passive Recreation* 4. Other uses, which in the opinion of the County Administrator or designee, are of a similar and compatible nature to those uses described in this district. 	<ol style="list-style-type: none"> 1. Administrative Offices that Support and are functionally related to onsite activities 	<ol style="list-style-type: none"> 1. Residential – any type 2. Office, other than as accessory to permitted principal use 3. Landfilling 4. Permanent hazardous or toxic waste storage 5. Deep well injection or waste products 6. Biohazards, hazardous, or toxic waste incineration 7. “Wholesale outlets” that sell to the general public are not permissible except for materials mined on site 8. Recycling or processing of off-site materials (including Construction and demolition) 9. Hydraulic fracturing, proppant fracturing, acid fracturing, matrix acidizing, or other similar activities. 10. Extraction and bottling of mineral or spring water – Wholesale

6. Development Standards		
Use	Maximum Intensity	Maximum Building Height
Permitted Principal Uses	All structures associated with permitted principal uses shall be limited to no more than 10,000 sq. ft in total per site.	2 stories
<p>7. Setbacks and Buffers: All new Mining activities or expansion of existing mines and structures shall be set back 50 feet from all property lines. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner prior to site plan approval or if the adjacent property is also used as a mine. All new mining uses or expansion of existing mines shall be subject to a minimum of a Type-D Buffer as illustrated in section 10-7.522 of this chapter. This buffer requirement may be reduced if less of a buffer is approved in writing by the adjacent property owner prior to site plan approval or if the adjacent property is also used as a mine.</p>		
<p>8. Fencing Requirements: All mining uses are subject to fencing requirements as identified in the land development regulations. All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the County Administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.</p>		
<p>9. Environmental Resource permitting: Mining uses may be subject to an Environmental Resource Permit (ERP) pursuant to Chapter 373, F.S., and Rule 62-330, Florida Administrative Code (F.A.C.) and mandatory reclamation requirements pursuant to Chapter 378, F.S., and Rule 62C-39, F.A.C.</p>		
<p>10. Roadway access: A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.</p>		
<p>11. Land Reclamation: A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.</p>		

1

2 *Principal use to be implemented after the sand mine has closed and fulfilled reclamation conditions.

1 **Section 2. Conflicts.**

2
3 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby
4 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon
5 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this
6 ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.
7

8
9 **Section 3. Severability.**

10
11 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of
12 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
13 portions of this Ordinance shall remain in full force and effect.
14

15
16 **Section 4. Effective Date.**

17
18 This ordinance shall have effect upon becoming law.
19

20
21 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
22 Florida, this _____ day of _____, 2020.
23

24 LEON COUNTY, FLORIDA

25
26
27 By: _____
28 Bryan Desloge, Chairman
29 Board of County Commissioners
30

31 ATTESTED BY:
32 Gwendolyn Marshall, Clerk of Court
33 & Comptroller, Leon County, Florida
34

35
36 By: _____
37

38 APPROVED AS TO FORM:
39 Leon County Attorney's Office
40

41
42 By: _____
43 Herbert W. A. Thiele, Esq.
44 County Attorney
45

I. Land Use

residential uses. These ancillary uses may not exceed 40% of the total gross square footage of a Research and Development project.

2. Innovation District – Innovation Districts may include up to 45,000 square feet of gross building floor area per acre. The mixture of uses shall emphasize the technological and collaborative nature of these districts by including in the buildable square footage up to 80% in Innovation District, Research and Development, or compatible Light Industrial uses, up to 40% residential uses, and up to 40% in other non-residential support uses. Design standards detailed in the land development code shall provide for the protection of adjacent non-research and innovation properties by arranging the residential uses and non-research and innovation uses as a buffer or transition to adjacent properties.

SPECIAL CONDITIONS

The following special conditions shall apply to the Research and Innovation Future Land Use category:

1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Research and Innovation Land Use.
2. Site plans must demonstrate the protection of adjacent non-research and innovation properties through development standards outlined in the land development codes.
3. A plan for vehicular access to and from the site addressing delivery trucks and specialized equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.

Policy 2.2.28: [L]

(EFF. 5/31/18)

INDUSTRY AND MINING LAND USE

INTENT

Advanced manufacturing, industrial uses, and mining are important parts of the economy in the City of Tallahassee and Leon County. Dramatic shifts in the technologies used by these sectors are resulting in operations that are often cleaner, quieter, and less noxious to neighboring uses than traditional industrial uses. Industry and mining uses in appropriate locations provide necessary jobs and the raw materials needed to support growth and development in the community.

Industry and mining uses intended for the distribution of manufactured goods should be encouraged in areas with access to the Tallahassee International Airport or the Florida Department of Transportation's (FDOT) Strategic Intermodal System (SIS) facilities. Because of the need for infrastructure and public services, the Industry and Mining Land Use shall only apply to areas located within the Urban Services Area.

Because industrial uses vary in their operations and potential for offsite impacts, performance and locational criteria shall be established in the City and County land development codes for the implementing zoning districts. Whenever possible, noise, vibrations, smoke, dust and particulate matter, odor, and lighting resulting from industry and mining uses shall be prevented. In cases where the impacts cannot be prevented, they shall be mitigated to avoid negative impacts on properties in the vicinity of these uses.

ALLOWABLE LAND USES, DENSITIES, AND INTENSITIES

The Industry and Mining Land Use category accommodates a variety of uses that may have similar demands on public

I. Land Use

infrastructure. Light industrial, mining, and heavy industrial uses are allowable in the Industry and Mining Land Use.

1. Light Industrial – Light Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. Ancillary residential uses (intended for caretaking, maintenance, the temporary lodging of employees, or security) may not exceed two units per acre.
2. Mining – Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties. All mining uses are subject to fencing requirements as identified in the land development regulations. Mining uses may be subject to an Environmental Resource Permit (ERP) pursuant to Chapter 373, F.S., and Rule 62-330, Florida Administrative Code (F.A.C.) and mandatory reclamation requirements pursuant to Chapter 378, F.S., and Rule 62C-39, F.A.C.
3. Heavy Industrial – Heavy Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. All applicable development must comply with Title 14 Code of Federal Regulations Part 77.9 Construction or alteration requiring notice. Those industries that have the potential to result in any other pollution of the air or ground shall adhere to existing local, state and federal

operational or industry standards, and avoid or mitigate these potential impacts. These areas shall have stringent locational criteria and require extensive buffering and/or relative distance from other land uses. These uses may require employment of techniques to prevent substantial impacts off-site or require mitigation and/or minimization techniques for impacts. Ancillary commercial uses designed to serve adjacent workers may be permitted.

SPECIAL CONDITIONS

The following special conditions shall apply to the Industry and Mining Land Use category:

1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Industry and Mining Land Use.
2. Site plans must demonstrate the protection of adjacent non-industry and mining properties through development standards outlined in the land development codes.
3. A plan for vehicular access to and from the site addressing heavy trucks and equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.
4. Hydraulic fracturing, commonly referred to as fracking, is not a permitted use in the Industry and Mining Land Use.



MEMORANDUM

TO: Ryan Culpepper, Director
Development Services
Leon County Development Support & Environmental Management

THROUGH: Artie White, Administrator
Comprehensive Planning
Tallahassee-Leon County Planning Department

FROM: Stephen Hodges, Senior Planner, Tallahassee-Leon County Planning Department

DATE: December 18, 2019

SUBJECT: Consistency Review: Proposed Ordinance Creating the Mining Zoning District

Introduction

Staff has reviewed the proposed changes to the Leon County Land Development Code that would create a new section 10-6.657 entitled "Mining District." This new zoning district is intended to implement Policy 2.2.28 in the Land Use Element of the Comprehensive Plan entitled Industry and Mining Land Use. This new category was created in 2018 and is intended to allow where applied light industrial, mining, and heavy industrial uses.

The proposed ordinance would allow mining land uses in areas designated Industry and Mining on the Future Land Use Map. The Mining District would specifically allow the extraction of nonmetallic minerals, light infrastructure, associated administrative offices that support and are functionally related to onsite activities, and passive recreation to be implemented after a sand mine has closed and fulfilled reclamation conditions.

Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties.

Further requirements in the Mining District address restrictions and requirements outlined in Policy 2.2.28 include:

- Fencing requirements
- State of Florida mining permits
- State of Florida reclamation requirements
- Restrictions on local roadway access, particularly in residential areas.

Based on a review of Policy 2.2.28, Planning staff finds the proposed ordinance consistent with the Comprehensive Plan.

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, February 11, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; CREATING A NEW SECTION 10-6.657 ENTITLED "MINING DISTRICT"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, Florida 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: February 3, 2020

**Leon County
Board of County Commissioners**

Notes for Agenda Item #20

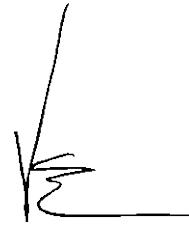
Leon County Board of County Commissioners

Agenda Item #20

February 11, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Division Shawna Martin, Principal Planner, Development Services Division

Statement of Issue:

This agenda item provides for the first of two required Public Hearings to consider a proposed Ordinance, based on stakeholder feedback and support, to eliminate barriers to the operation of small-scale commercial farming inside the Urban Service Area. The Ordinance will also allow for the keeping of horses as pets on residential properties of one acre and greater.

Fiscal Impact:

This item has a minimal fiscal impact. A streamlined review process is being proposed which would provide urban farms and community gardens with a reduction in customary permitting costs.

Staff Recommendation:

Option #1: Conduct the first of two required Public Hearings to consider adoption an Ordinance amending Section 10-1.101 of the Land Development Code entitled “Definitions,” repealing Section 10-6.816, “Community Gardens,” and creating a new Section 10-6.816 entitled “Urban Agriculture,” and a new Section 10-6.821 entitled “Urban Equine” (Attachment #1), and schedule a second Public Hearing for April 14, 2020, at 6:00 p.m.

Title: First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”

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Report and Discussion

Background:

At the December 10, 2019 meeting, the Board approved the scheduling of two public hearings to consider adoption of a proposed Ordinance amending the Land Development Code of the Leon County Code of Laws to allow urban agriculture and urban equine as permitted uses. This agenda item provides for the first of two Public Hearings to consider a proposed Ordinance amending Sections 10-1.101 and 10-6.816, and creating a new Section 10-6.821. Based on stakeholder feedback and to ensure community support, an Ordinance was prepared to eliminate barriers to the operation of small-scale commercial farming inside the Urban Service Area (USA).

The proposed Ordinance seeks to build upon the County’s efforts to support urban agriculture activities and would allow urban equine as a permitted use. In January 2009, the Board adopted a Community Garden Ordinance providing regulations allowing community gardens as a supplementary use in residentially zoned neighborhoods. The Ordinance was in response to a growing trend in many communities that saw both the rapid increase in food prices and the desire for individuals to become more connected to their source of food. The Community Garden Ordinance provided restrictions on size; prohibited wholesale and retail sales of produce from the community garden (retail sales was limited to those activities permissible under the Home Occupation Ordinance); limited the use of pesticides, fertilizers, and other gardening chemicals; and provided maintenance requirements for the owner of the community garden to prevent the site from becoming a nuisance to neighbors.

In June 2012, the Board adopted amendments to the Community Garden Ordinance, which allowed for the establishment of community gardens on County-owned properties. Leon County promotes gardens in schools, neighborhoods, and other community centers. Community gardens make important contributions to all facets of sustainability. By providing access to free produce, gardens save participants money, increase access to healthy food, and reduces the amount of fossil fuel used to transport food to the dinner table.

In June 2014, in response to the closing of a relatively successful urban farm located in the City of Tallahassee, the Board requested a report regarding potential ways the County could further promote farming, including small-scale commercial farming inside the USA. On September 23, 2014, the Board accepted a status report on the barriers and opportunities for small-scale farms in Leon County and directed the development of a draft Ordinance, including stakeholder engagement to elicit feedback and ensure community support.

On May 12, 2015, the Board was provided a status update on the urban agriculture project which outlined the issues and opportunities for promoting urban agriculture and increasing local food production and consumption while considering legal and compatibility issues that may arise. The status report set out a timeline for involving various County departments, as well as targeted stakeholder groups, in formulating recommended code changes to promote urban agriculture.

Title: First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”

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In order to solicit feedback and ensure community support, an Urban Agriculture Focus Group (Focus Group) was established during the drafting of the Ordinance. The Focus Group included representatives from the Council of Neighborhood Associations, Capital Area Neighborhood Network, Leon County Institute of Food and Agricultural Standards Extension Office (IFAS), FSU Department of Urban and Regional Planning, Tallahassee Food Network, Frenchtown Heritage Market and various urban farmers in the community. The Focus Group met multiple times over the last several years in order to garner valuable input regarding emerging trends in urban agriculture practices, while also working through community concerns with the allowance of urban agricultural animals. Also during this time, staff was asked to examine and draft provisions related to the keeping of horses as pets on residential properties, which currently is not regulated in the County. This discussion required additional coordination with the Animal Control Division, the County Attorney’s Office, and members of the community who represent interests of the horse community; therefore, more time was needed for analysis in order to ensure consensus on the proposed Ordinance. Ultimately, a new section was drafted entitled “Urban Equine” which sets forth regulations for horses on residential properties that was well received by stakeholders.

Analysis:

An invigorated local food movement is fostering development of new forms of agriculture across the nation, state, and in our community. Leon County has a long agricultural history; however, the emerging types of farms cropping up are different than traditional farms, in both location and in the types of operations. Particularly, some organizations operate farms that combine commercial operations with educational and social missions.

While Leon County has undertaken many efforts to assist the local food sector, these efforts have not encompassed an analysis of the County’s regulations and other barriers affecting small, commercial farm businesses. This issue came to the forefront, in part, because of a small local urban farm that raised and sold on-site crops on a leased vacant urban lot. The farm is considered a nonconforming land use since commercial farming is not allowed in the zoning district in which the use is occurring. While this property is within city limits, the question is relevant to Leon County as well, primarily in multiple residential-dominated zoning areas, and more generally, in terms of the County’s advocacy for small and local farms, public health, and sustainability.

Governmental regulations and policies are recognized to be a factor in either encouraging or discouraging success of small farm operations. Local governments are grappling with how to regulate small farm enterprises and must balance quality of life and compatibility issues with the encouragement of new forms of farming enterprises that may be located from urban to suburban to rural areas. In support of the local food movement and small farm businesses, the Board recognized a need to evaluate existing regulations, policies, and programs to assess whether current barriers exist for development and operation of small-scale commercial farms and to explore opportunities that would proactively support small local farmers consistent with maintaining quality of life and environmental quality for all County residents.

Title: First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”

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Land uses in the County are controlled by land use development standards, the Comprehensive Plan, and the schedules of permitted uses within various zoning districts. Nontraditional farming is a relatively new occurrence, and therefore, was not contemplated at the time of adoption of the Comprehensive Plan and implementing zoning districts. The USA covers both Leon County and the City of Tallahassee jurisdictions. Land inside the USA that falls under the County’s jurisdiction is predominately residentially zoned, with smaller pockets of commercial, office and industrially-zoned property on the edges of the USA boundary.

Leon County has five zoning districts, predominately outside the USA, that allow some form of farming (agriculture) by right. These districts are comprised of larger tracks of land which encompass approximately 531 square miles, or 339,974 +/- acres. These districts are:

- Rural (R): 298,550 +/- acres;
- Urban Fringe (UF): 25,674 +/- acres;
- Lake Talquin Recreational/Urban Fringe (LT/UF): 6,314 +/- acres;
- Open Space (OS): 6,659 +/- acres; and
- Residential Acre (RA): 2,776 +/- acres.

The Rural, UF and LT/UF districts have restrictions on the location of retail sales, while retail sales are not permitted in the OS and RA districts.

While the Land Development Code (LDC) does not expressly provide for urban farms, it does support some forms of urban agriculture. The County has already taken a proactive approach by codifying the right to establish community gardens that allow for off-site sales of produce, as long as the garden is not operated on County-owned property. The Leon County Office of Sustainability provides financial and technical support to help community gardens, and to date has supported 21 gardens.

The proposed Ordinance repeals the existing Section 10-6.816, Community Gardens, but maintains much of the same language in the new Section 10-6.816, Urban Agriculture. The intent behind the proposed Ordinance is to expand farming opportunities in the urban areas of the County and allow for the keeping of urban agriculture animals, such as hens, ducks, roosters, bees and animals related to aquaponics operations, that would not normally be allowed in these zoning districts.

The proposed Ordinance provides for three tiers of urban agriculture: home gardens, community gardens and urban farms. Each tier allows for an increase in size and intensity of the farming operation, as well as an increase in the number and types of urban agriculture animals allowed. General provisions apply to all urban agriculture activities, including requirements for the humane care of urban agriculture animals, noise limitations, prohibitions of public nuisances, and environmental compliance (fertilizer, pesticides, etc.). Additional provisions and restrictions, discussed in more detail below, have been tailored for each tier to address compatibility of the

Title: First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”

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urban agriculture activity with the surrounding area. It is important to note that the provisions outlined below, if adopted by the Board, would not apply to land that is zoned for agricultural use as a principal use or properties that have a bona fide farm operation on land classified as agricultural under Florida Statutes.

Hens, Ducks and Roosters

The County has historically determined that livestock animals, including poultry and fowl, are not permitted in zoning districts which do not list agriculture or livestock as a permitted use. An animal is considered a livestock animal if it is kept as a beast of burden and/or for the purposes of economic gain. As a result, chickens raised for the purpose of egg production are considered livestock and are not permitted in any zoning district that does not permit agriculture or livestock.

During the drafting of this Ordinance, staff was asked to consider allowing the raising of backyard chickens and ducks for their eggs in order to support local food production and consumption. Additionally, according to the Leon County Extension Office (UF/IFAS Extension), roosters provide a multitude of benefits, including but not limited to, egg fertilization, flock protection and flock social order. While many jurisdictions ban roosters outright due to nuisance concerns, staff wanted to consider their importance and weigh the benefits with potential conflicts to see where they could be allowed. The most important aspect of keeping hens, ducks or roosters, so as not to create a nuisance, is to ensure they are being kept humanely.

The land development codes of numerous jurisdictions of similar population size to Leon County were researched to determine how chickens were being regulated outside of areas allowing livestock and agricultural activities (Attachment #2). This analysis found that the average allowance for single-family residential uses was generally between four to eight laying hens. The City of Tallahassee allows for hens and one rooster on residential properties when securely enclosed in a yard or pen at all times and not closer than 20 feet to any neighboring dwellings. Two other jurisdictions, Seminole County and the City of Neptune Beach, established pilot programs that call for evaluation and reporting in order to determine if the program is successful and not generating any unintended consequences.

Leon County’s Animal Control will prepare future revisions to Section 4-37 (humane care standards) and Section 1-36 (public nuisance prohibitions) of the Leon County Code of Laws to strengthen best management practices and enforcement actions as they relate to these animals.

It is therefore recommended, based on the analysis and stakeholder meetings noted above, that each tier of urban agriculture establish a specific limit on the number of hens, ducks, and roosters allowed based on the applicable zoning, as summarized below:

- Home gardens – Ten hens or ducks; roosters prohibited
- Community gardens – Twenty hens or ducks; one rooster
- Urban farms – Hens and ducks unlimited; two roosters

Title: First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”

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Home Gardens

Home gardens have always been allowed in the County; however, the LDC only references home gardens through an exception under the Community Garden Ordinance that reads as follows:

Exception. This section shall not be construed so as to apply to any garden established as an accessory use to a lawfully established principal residential use providing for the personal enjoyment and consumption for the property owner upon which the garden is located.

The proposed Ordinance includes a new subsection that outlines allowances for home gardens and includes allowances for the keeping of urban agriculture animals. This subsection allows home gardens as a permitted accessory use to any lawfully established principal residence and permits ten hens or ducks to be kept per single-family, two-family or multi-family residence. Roosters are specifically prohibited due to the high potential of nuisance complaints in residential areas. Hens and ducks must be contained in a pen or coop that is located in the rear yard and the home garden must abide by the same general provisions as other urban agriculture uses including humane care standards, public nuisance prohibitions, environmental compliance and more. Retail sales of produce or by-products of urban agriculture animals are not allowed at the site of a community garden; however, these products can be sold off-site at farmers’ markets, through community sponsored agriculture (CSA) or the like.

Community Gardens

Community gardens were added to the County’s LDC as a permitted use in 2009 and are allowed on private property as well as County-owned properties that have been identified as suitable for such uses. Community gardens are permitted within all zoning districts and allow up to twenty hens or ducks and one rooster. Further, bees are permitted to be kept consistent with the regulations set forth in the Florida Administrative Code. Just as with home gardens, on-site sales are prohibited while off-site sales are allowed. To encourage community gardens, the proposed Ordinance provides for an expedited review for community gardens over one-half (½) acre in size and requires no review for community gardens less than one-half (½) acre in size, if the community garden is not located on County-owned land.

Urban Farms

Urban farms are allowed in any zoning district inside the USA, except residential districts as defined in Section 10-1.101 of the LDC, and may be up to 3 acres in size. Up to two roosters and an unlimited number of hens and ducks are allowed on an urban farm, so long as they comply with the humane care standards and public nuisance prohibitions provided for in Section 4-37 and Section 1-36 of the Leon County Code of Laws, respectively. Hens, ducks and roosters are required to be kept in pens or coops and require a minimum setback of 50 feet from the nearest adjacent principal dwelling. Bees are also permitted to be kept consistent with the regulations set forth in the Florida Administrative Code. Aquaponics operations are permitted consistent with regulations set forth by the Florida Department of Agriculture and Consumer Services and the Florida Fish and Wildlife Conservation Commission. An urban farm may have on-site sales when

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approved through the site plan review process and can operate sales, with deliveries, during the hours of 7:00 a.m. to 7:00 p.m. Prepared food products, value-added products, or the sale of items not grown on-site are prohibited.

Urban Equine

During the drafting of the Urban Agriculture Ordinance, staff was also asked to examine and draft provisions related to the keeping of horses as pets on residential properties. The LDC is currently silent on the issue of keeping horses as pets, outside of those zoning districts that allow livestock or agriculture by right. The land development codes of numerous jurisdictions of similar population size to Leon County were examined to determine how horses were regulated outside of areas allowing livestock and agricultural activities (Attachment #2). This analysis concluded that many jurisdictions required at least one acre of land per horse, with some requiring up to five acres per horse. The Animal Control Division also provided data from code complaints received regarding horses from 2012 through 2017. From this small sampling of information (54 entries), it was determined that the smallest lot on which a horse was documented was 0.99 acres in size. In coordination with the Animal Control Division, the Urban Equine portion of the Ordinance was drafted based on this research, general best management practices for the keeping of horses and the requirements for humane care. Humane care provisions require that an owner provide sufficient and wholesome food, proper shelter and protection from the weather at all times, veterinary care when needed to prevent suffering, sufficient exercise space, and humane care and treatment, including clean, sanitary and safe conditions for living. The Animal Control Division would be responsible for validating any complaints regarding the humane care of animals, including horses. This section would apply to all properties within unincorporated Leon County, except for those properties located in zoning districts allowing agriculture/livestock or properties that have a bona fide farm operation on land classified as agricultural under Florida Statutes.

Meetings were held with individuals who represent the interests of the horse community to review the proposed Urban Equine section of the Ordinance in order to obtain their feedback. Representative members were supportive of the provisions that limit the keeping of horses to parcels of one acre in size or greater. The provision as proposed essentially creates a horse density that allows one horse for the first acre of land and one additional horse for each additional one-half (½) acre. Members expressed their support of these provisions and thought the one-acre requirement was feasible, as at least one-quarter (¼) to one-half (½) acre of land is developed with a single-family residence and the remaining land would be needed to support proper recreation and grazing needs for the horse. Each additional one-half (½) acre would then support an additional horse.

Interactive GIS Map

An interactive story map is currently being developed that would outline general provisions of home gardens, community gardens and urban farms and allow residents to search by property to determine what kind of urban agriculture would be allowed and detail the allowances for any urban agriculture animals (e.g., chickens, ducks, roosters, horses, etc.). The story map is anticipated to be complete and active on the County’s website in advance of the Planning Commission’s

Title: First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled “Definitions,” Repealing Section 10-6.816, “Community Gardens,” and Creating a New Section 10-6.816 Entitled “Urban Agriculture,” and a New Section 10-6.821 Entitled “Urban Equine”

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Comprehensive Plan Consistency Review Public Hearing on the proposed Ordinance which is scheduled for March 3, 2020.

Urban Agriculture Focus Group

The Focus Group met on several occasions throughout the last several years to discuss drafts of the Ordinance. Site visits were also made to existing community gardens and urban farms within the City to best determine needs, resources and obstacles to the development of an urban farm. Early drafts of the Ordinance permitted urban farms to be located in any zoning district inside the USA, provided specific provisions were met. Urban farms proposed in a residential district were only permitted as a special exception use, which would require Board approval due to the potential for conflicts with commercial operations located within a residential district. Discussions with the Focus Group detailed current code complaints received from citizens regarding the keeping of agricultural animals including chickens, goats and horses in residential areas, as well as the operation of commercial home-based businesses outside of the principal structure. These are the most common forms of zoning complaints received from citizens that the County has to navigate and validate on a daily basis.

The intent of allowing urban farms on residentially zoned properties only through a special exception process was to allow citizens to be notified of a proposed urban farm and be able to provide comments and concerns at a publicly-noticed meeting. The Focus Group, while supportive of allowing urban farms in residential areas, felt the special exception process would put an undue burden on small farm operations, in both time and finances. One of group’s main concerns was the cost associated with permitting urban agricultural uses. The group hopes to have future discussions with the County regarding start-up grants, and exemptions for urban farms, much like a homestead exemption or agricultural classification. The Office of Sustainability is researching ways they may be able to provide small start-up grants to help cover permitting costs to support urban agriculture activities in the County. A streamlined permitting process and resultant fee reductions are being proposed to address these concerns and support urban agricultural uses.

Streamlined Permitting and Resulting Fee Reductions

As noted above, one of the top concerns of the Urban Agriculture Focus Group was the cost associated with permitting urban agricultural uses. Existing permitting processes would have required urban agriculture uses to apply for zoning verification, an inventory of natural features on the site, site plan review, environmental permitting, and concurrency review. Streamlined permitting, which eliminates several application review processes for urban agriculture uses, are being proposed to address the concerns of the Focus Group regarding permitting costs. The proposed streamlined review process would afford reduced review times and fees while still assuring that proper measures are taken to protect neighboring properties from encroachment and potential nuisance issues, as well as environmental impacts that may be associated with such uses. For consistency, the fees associated with these permitting requirements will follow the County’s current Fee Schedule.

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The streamlined permitting processes for urban agricultural uses are proposed as follows:

- Home gardens or a community garden (not located on County property and outside preservation features) that are less than one-half acre in size would not require permitting.
- Community gardens requiring permitting would only need to apply for a Letter of Zoning Verification (\$90) and an Environmental Management Permit (EMP - Short Form A Non-Residential; \$372).
- Urban farms requiring permitting would only need to apply for a Permitted Use Verification (\$242), an EMP (Short Form A Non-Residential; \$372) and may require site plan review based on the intensity of development proposed on-site. Urban farms would be subject to the standard site and development process and thresholds, as outlined in Section 10-7.402 (and Table 10-7.1) of the LDC, that are based on the intensity of the proposed use. Most urban farms would likely qualify for review through the Administrative Streamlined Application Process (ASAP; \$600). However, urban farms proposing a higher intensity of use (non-residential square footage) may be subject to a Type “A” or “B” level site plan review. This would allow for public notice (mail notifications, newspaper ad and property posting), and afford citizens the opportunity to comment regarding the project at a publicly-noticed meeting.

DSEM Advisory Committee on Quality Growth Comments:

The proposed Ordinance was presented to the DSEM Advisory Committee of Quality Growth for review and recommendations at their March 19, 2018 meeting. The draft Ordinance included the allowance of urban farms in residential areas. The Committee voiced their recommendations and requested clarification of the following:

- Are community gardens able to sell produce? *Not unless the zoning of the property allows for retail sales.*
- Can Homeowners Associations (HOA) reject the garden proposal? *Yes, but private covenants/restrictions are not enforceable by the County.*
- Why is this Ordinance including residential areas if the activities are commercial in nature? *The Ordinance would provide convenient access to locally grown produce. The sale of produce grown on-site would be mitigated through the special exception process outlined in the LDC and requires approval by the Board.*
- If the Ordinance continues to include residential areas, a minimum size requirement should be included. *Staff noted that initially urban farms will only be allowed on non-residentially zoned property inside the USA, but would be reevaluated in a few years to consider whether they could be allowed in residential areas by special exception.*
- Would an agricultural classification on your property have an impact on this Ordinance? *Yes, it would exempt a property owner from the proposed Ordinance and allow sales and other potential nuisances that the proposed Ordinance would either prohibit or mitigate.*

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The Committee expressed caution in allowing commercial sales on residential properties. In addition, the Committee noted that the exemptions that an agricultural classification would provide a property owner would allow potential nuisances and nonresidential activities in residential areas that would not be regulated by local development laws. The Committee had considerable concerns that commercial sales in residential areas would have a negative impact on residential life and recommended that urban farms should not be allowed in residential zoning districts at this time. The committee recommended that the County initially only allow urban farms inside the USA in zoning districts that allow for non-residential uses. The County could reevaluate demand in a few years, and if necessary, consider a pilot program whereby urban farms could be permitted by special exception in residential zoning districts. The Committee’s recommendations resulted in the proposed Ordinance being revised to remove residential areas inside the USA from allowing urban farming activities.

Comprehensive Plan Consistency Determination

The Tallahassee-Leon County Planning Department conducted a review of the proposed Ordinance and determined that it is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #3). The proposed Ordinance is scheduled to be reviewed by the Planning Commission at a Public Hearing on March 3, 2020.

Summary

The proposed Ordinance establishes a clear path for allowing urban agricultural practices in the County within areas that would not normally be allowed to establish such uses. In summary, the Ordinance proposes the following:

- Establishes three different tiers of agricultural uses within the County: home gardens, community gardens and urban farms. These agricultural uses are in addition to traditional farming and agricultural activities that are already allowed by right in certain zoning districts outside the USA.
- Home gardens, while already permissible in Leon County in association with any residential use, will now allow for the keeping of 10 hens or ducks within secured enclosures. Produce can be personally consumed or sold off-site at farmer’s markets or through CSAs.
- Community gardens, while already permissible in Leon County in all zoning districts, will now be allowed without review from the County if less than a ½ acre and not on County owned land. Additionally, a community garden will allow for the keeping of 20 hens or ducks and one rooster. Lastly, beekeeping will be permitted provided the operation meets the regulations set forth in the Florida Administrative Code. Produce can be personally consumed or sold off-site at farmer’s markets or through CSAs.
- Urban farms, a new tier of farming activity in Leon County, will be allowed in any zoning district inside the USA, except residential districts, and may be up to three acres in size. Up to two roosters and an unlimited number of hens and ducks will be allowed when kept in compliance with humane care standards and in accordance with public nuisance

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prohibitions established under the County’s Animal Control Division. Beekeeping and aquaponics operations will also be allowed on urban farms consistent with state best management practices. On-site sales will also be allowed on urban farms when approved through the County’s site and development plan process to ensure compatibility with adjacent uses.

- Creates a new section entitled Urban Equine which sets forth reasonable property size allocations to allow for horses as pets in association with any residential use. It was determined through analysis and consultation with stakeholders that one horse can be sustained along with a single-family residence on one acre of land and an additional horse could be supported on each subsequent one-half (½) acre of land.
- Lastly, the proposed Ordinance proposes a streamlined review process which reduces associated review times and permitting fees for urban agriculture uses.

Public Notification:

Notice of the Public Hearing has been published in accordance with the requirements of Florida Statutes (Attachment #4).

Options:

1. Conduct the first of two required Public Hearings to adopt an Ordinance amending Section 10-1.101 of the Land Development Code entitled “Definitions,” repealing Section 10-6.816, “Community Gardens,” and creating a new Section 10-6.816 entitled “Urban Agriculture” and a new Section 10-6.821 entitled “Urban Equine” (Attachment #1), and schedule a second Public Hearing for April 14, 2020, at 6:00 p.m.
2. Conduct the first of two required Public Hearings to adopt an Ordinance amending Section 10-1.101 of the Land Development Code entitled “Definitions,” repealing Section 10-6.816, “Community Gardens,” and creating a new Section 10-6.816 entitled “Urban Agriculture” and a new Section 10-6.821 entitled “Urban Equine” (Attachment #1), and do not schedule a second Public Hearing for April 14, 2020, at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance
2. Analysis of Horse and Chicken Allowances
3. Planning Consistency Memo
4. Notice of Public Hearing

LEON COUNTY ORDINANCE NO. 2020-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY; AMENDING SECTION 10-1.101, DEFINITIONS; REPEALING SECTION 10-6.816, COMMUNITY GARDENS; CREATING A NEW SECTION 10-6.816 TO BE ENTITLED URBAN AGRICULTURE; CREATING A NEW SECTION 10-6.821 TO BE ENTITLED URBAN EQUINE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Board of County Commissioners desires to enact an ordinance to provide for urban agriculture and urban equine in Leon County;

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

Section 1. Amendments to Code.

Section 10-1.101 of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Definitions,” is hereby amended to read as follows:

Sec. 10-1.101. Definitions.

The following words, terms, phrases, and abbreviations and their derivations, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning, or a different meaning is ascribed to them under another section in this chapter. Words defined herein shall be construed as defined, whether or not the first letter of the defined term is capitalized. Words, terms, and phrases not defined herein shall be construed to have the meaning given by their common and ordinary use. When consistent with the context, words used in the present tense include the future tense, words used in the plural tense include the singular tense, and words used in the singular tense include the plural tense.

* * *

Chicken means a type of domesticated fowl of the species Gallus domesticus. The term chicken shall not include a duck, goose, turkey, peafowl, guinea fowl, or other poultry or fowl.

* * *

1
2 Service animal shall have the same meaning as ascribed to it in section 413.08, F.S.

3
4 * * *

5
6 Urban agriculture is a broad category term that describes a number of agricultural activities
7 that can help communities increase their food security by producing their own healthy food. Urban
8 agriculture activities include home gardens, community gardens and urban farms, and may also include
9 aquaponics, hydroponics and the keeping of urban agriculture animals.

10
11 a. Home garden means the property of a single-family, two-family or multifamily residence
12 used for the cultivation of fruits, vegetables, plants, flowers or herbs and/or the keeping of
13 urban agriculture animals, as permitted, by the residents and for the residents of the property
14 as an accessory use and for personal enjoyment and consumption.

15
16 b. Community garden means any portion of a lot or parcel managed and maintained by a group
17 of people for the cultivation of fruits, vegetables, plants, flowers or herbs and/or the keeping
18 of urban agriculture animals, as permitted, for personal or group use, consumption, donation
19 or off-site sales. Community gardens may also be established on county-owned property
20 provided a community garden application has been approved in coordination with the
21 county.

22
23 c. Urban farm means a more intensively farmed property inside the urban service area
24 operated by an individual, organization, or business with the purpose of cultivating and
25 selling fruits, vegetables, plants, flowers or herbs and/or the keeping of urban agriculture
26 animals.

27
28 Urban agriculture animal means hens, roosters, ducks, bees, or aquatic animals when used
29 solely for an aquaponics operation.

30
31 Urban farm: See “urban agriculture.”

32
33 * * *

34
35 **Section 2. Amendments to Code.**

36
37 Section 10-6.816 of Chapter 10 of the Code of Laws of Leon County, Florida, entitled
38 “Community gardens,” is hereby repealed in its entirety.

39
40 ~~Sec. 10-6.816. Community gardens.~~

41 ~~(a) Purpose and intent. To allow groups of people, to grow food crops and/or non-food ornamental~~
42 ~~crops on a not-for-profit basis, except as expressly provided herein, without creating adverse~~
43 ~~environmental impact or land use incompatibilities.~~

- 1 ~~(b) — *Exception.* This section shall not be construed so as to apply to any garden established as an~~
2 ~~accessory use to a lawfully established principal residential use providing for the personal~~
3 ~~enjoyment and consumption for the property owner upon which the garden is located.~~
- 4 ~~(c) — *General provisions.* Community gardens may extend over multiple parcels. Community gardens~~
5 ~~may also be established on properties owned by the county provided the applicant has submitted a~~
6 ~~complete application for the establishment of a community garden on a lot or parcel owned by the~~
7 ~~county in accordance with any and all applicable laws, regulations, and policy standards.~~
- 8 ~~(d) — *Specific standards.* Community gardens shall comply with the following specific standards:~~
- 9 ~~(1) — *Size limitation.* The limits to the size of a community garden shall be determined by the~~
10 ~~county with respect to any environmental constraints and in order to limit any adverse impacts~~
11 ~~to any other established use of the property.~~
- 12 ~~(2) — *Environmental permit requirements.* Any person wishing to establish a community garden~~
13 ~~of greater than one-half acre in size, shall be required to contact the department of~~
14 ~~development support and environmental management to determine whether an environmental~~
15 ~~permit shall be required as a prerequisite. The county may limit or restrict the establishment~~
16 ~~of a community garden due to the existence of environmentally sensitive areas on the property.~~
- 17 ~~(3) — *Noise limitations.* No gardening activities may take place before sunrise or after sunset. The~~
18 ~~use of hand tools, and domestic gardening tools and equipment is encouraged; the use of power~~
19 ~~equipment, is also allowed; however, such use shall be in compliance with the noise control~~
20 ~~ordinance, chapter 12, article II.~~
- 21 ~~(4) — *Maintenance responsibilities.* The owner of the property on which the community garden is~~
22 ~~located shall ultimately be responsible for maintaining the property, while the group managing~~
23 ~~a community garden shall ensure that the area and supporting infrastructure utilized for the~~
24 ~~community garden is maintained, so that it does not become: overgrown with weeds; infested~~
25 ~~by invasive exotic plants or vermin; or, a source of erosion or stormwater runoff; or pollution~~
26 ~~by fertilizer or pesticide, insecticide, herbicide or other agricultural use chemicals.~~
- 27 ~~(5) — *Agricultural chemical application.* Application of fertilizer, pesticide, insecticide, herbicide~~
28 ~~and/or agricultural use chemicals shall be consistent with label instructions and article XIV of~~
29 ~~this chapter.~~
- 30 ~~(6) — *Compliance with standards.* The owner of any community garden and any group managing~~
31 ~~a community garden shall ensure that the garden complies with applicable environmental~~
32 ~~management standards set out in article IV of this chapter.~~
- 33 ~~(7) — *Sale of produce and horticultural plants.* The food crops and/or non food ornamental crops~~
34 ~~grown in a community garden shall not be sold wholesale nor otherwise offered for sale on~~
35 ~~such community garden premises; however, this does not exclude community gardens from~~
36 ~~participating in a local farmer's market.~~
- 37 ~~(8) — *Community gardens not eligible for any agricultural tax exemption.* Community gardens~~
38 ~~shall not be considered as principal agricultural uses and shall not be construed so as to qualify~~
39 ~~for agricultural tax exemptions afforded by the local, state, or federal government.~~
- 40 ~~(9) — *Locational signage.* Signage providing identification of the community garden shall comply~~
41 ~~with the provisions noted in article IX of this chapter.~~

1 ~~(e) — Legal nonconformity status of pre-existing community gardens. Any community garden existing~~
2 ~~on the effective date of the ordinance from which this article is derived, and which no longer~~
3 ~~conforms to one or more of the development standards of this section, may be continued in a legal~~
4 ~~nonconformity status. However, the continuation of such legal nonconformity status shall be~~
5 ~~subject to the regulations set forth in division 3, article VI of this chapter pertaining to the~~
6 ~~continuation and elimination of pre-existing uses.~~

7
8 **Section 3. Amendments to Code.**

9
10 Section 10-6.816 of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Urban
11 agriculture,” is hereby created to read as follows:

12
13 **Sec. 10-6.816. Urban agriculture.**

14
15 (1) Purpose and intent. This section is enacted to promote agricultural activities that can
16 help communities increase their food security by producing their own healthy food. Urban agriculture
17 activities include home gardens, community gardens and urban farms, and may also include
18 aquaponics, hydroponics and the keeping of urban agriculture animals, while also limiting adverse
19 environmental impact and land use incompatibilities.

20
21 (2) Applicability. This section shall not apply to properties in zoning districts which allow
22 agriculture uses as a principal use, or properties that have a bona-fide farm operation on land classified
23 as agricultural land pursuant to section 193.461, F.S.

24
25 (3) General provisions.

26
27 a. Generally.

28
29 1. The owner of any urban agriculture animal must comply with the public nuisance
30 prohibitions provided in section 4-36, Leon County Code of Laws.

31
32 2. The owner of any urban agriculture animal must comply with the humane care
33 standards provided in section 4-37, Leon County Code of Laws.

34
35 3. Hens, roosters, and ducks, where allowed, shall be contained within a pen or coop.
36 The pen or coop shall be located in the rear yard if located on properties zoned for
37 and/or used for residential purposes. Specific setback requirements are further
38 outlined in this section.

39
40 b. Prohibitions. The following are prohibited within home gardens, community gardens,
41 and urban farms:

42
43 1. The slaughtering of urban agriculture animals;
44

- 1 2. Allowing the property to contain rodents, offensive odors, excessive noise, or any
2 other condition, which could cause a nuisance.
- 3
- 4 3. On-premise sales of urban agriculture animals or their byproducts, except as
5 expressly permitted in this section;
- 6
- 7 4. The keeping of roosters or any other crowing chickens, except as expressly
8 permitted in this section; and
- 9
- 10 5. Allowing hens, roosters, or ducks to run at large upon the streets, alleys, or other
11 public places or upon the property of another person.
- 12

13 c. Environmental compliance. The property owner, or any person or group managing a
14 home garden, community garden, or urban farm, shall ensure that the farm operation
15 complies with applicable environmental management standards set out in article IV of
16 this chapter. Application of fertilizer, pesticide, insecticide, herbicide and/or
17 agricultural-use chemicals shall be consistent with label instructions and article XIV of
18 this chapter.

19

20 d. Noise limitations. The use of hand tools, and domestic gardening tools and equipment
21 is encouraged. The use of power equipment is also allowed; however, such use shall be
22 in compliance with the noise control ordinance, chapter 12, article II, Leon County Code
23 of Laws.

24

25 e. Waivers. Setbacks, buffering and fencing standards may be waived for a community
26 garden or urban farm if the adjacent properties are used for farming activities or
27 agriculture and will not be inordinately impacted by the community garden or urban
28 farm.

29

30 f. State and federal regulations. State and federal regulations regarding licensing,
31 permitting, best management practices, sales, and food safety apply.

32

33 g. Legal nonconformity status. Any community garden or urban farm existing on the
34 effective date of this section, and which no longer conforms to one or more of the
35 development standards of this section may be continued in a legal nonconformity status.
36 However, the continuation of such legal nonconformity status shall be subject to the
37 regulations set forth in article VI, division 3 of this chapter pertaining to the continuation
38 and elimination of preexisting uses.

39

40 (4) Home gardens. Home gardens are allowed by right as an accessory use to any lawfully
41 established principal residential use. Accessory structures require permitting and are governed by
42 section 10-6.802.

43

44 a. Hens or ducks. The keeping or raising of hens or ducks within home gardens is
45 permitted, subject to the following standards:

- 1 1. No more than 10 hens or ducks may be permitted per single-family, two-family or
2 multifamily residence;
- 3
- 4 2. Hens and ducks shall be kept or raised for personal use only and byproducts (eggs)
5 for personal consumption only; and
- 6
- 7 3. Roosters are prohibited.
- 8

9 (5) Community gardens. Community gardens shall be a permitted use in all zoning districts.
10 Community gardens on county-owned property must first submit an application to the county. All
11 community gardens shall comply with the following specific standards:

12

13 a. Size limitation. Community gardens one-half acre or less in size shall not require
14 approval by the county unless the community garden is on county-owned land and goes
15 through the county community garden application process. A community garden greater
16 than one-half acre must obtain approval from the county. The size of the community
17 garden may be limited based on environmental constraints and avoidance of adverse
18 impacts to any other established use of the property or adjacent properties.

19

20 b. Accessory structures. Accessory structures shall be allowed without a principal structure
21 on a permitted community garden.

22

23 c. Permit review requirements:

24

25 1. Letter of Zoning (LOZ) Certification. A LOZ shall be applied for and the request
26 found eligible or conditional for the establishment of a community garden greater
27 than one-half acre in size.

28

29 2. Environmental Management Permit (EMP). The area of a community garden may
30 be limited due to the existence of environmentally sensitive areas on the property.
31 An EMP (Short Form A Non-Residential) may be required and shall be determined
32 through the LOZ certification process.

33

34 d. Urban agriculture animals. The keeping or raising of urban agriculture animals is
35 permitted subject to the following standards:

36

37 1. Hens, ducks and roosters. No more than 20 hens or ducks and 1 rooster may be kept
38 on a community garden. Pens and coops shall be set back at least 50 feet from the
39 nearest adjacent principal dwelling.

40

41 2. Bees. Colonies of honey bees may be kept on a community garden consistent with
42 the regulations set forth in the Florida Administrative Code and the Florida
43 Department of Agriculture and Consumer Services guidelines and best management
44 practices for beekeeping on non-agricultural lands, which includes requirements
45 such as but not limited to: setbacks, fencing, water sources, and limitations on

1 colony size allowances based on the size of the property. All beekeepers with honey
2 bee colonies must register with the state.

3
4 e. *Sale of produce and byproducts.* The fruits, vegetables, plants, flowers, or herbs grown
5 in a community garden, or the byproducts of urban agriculture animals, shall not be sold
6 wholesale nor otherwise offered for sale on such community garden premises; however,
7 this does not exclude community gardens from off-site sales at farmer’s markets,
8 community sponsored agriculture (CSA) or the like.

9
10 f. *Hours of operation.* No gardening activities may occur before sunrise or after sunset.

11
12 g. *Maintenance responsibilities.* The owner of the property(-ies) on which the community
13 garden is located shall ultimately be responsible for maintaining the property in
14 compliance with the Leon County Code.

15
16 (6) *Urban farms.* Urban farms may be allowed in any zoning district inside the urban service
17 area, except those defined as residential districts in section 10-101. Urban farms are subject to the
18 following standards:

19
20 a. *Size limitation.* Urban farms shall be no greater than 3 acres in size; however,
21 environmental constraints or mitigation of off-site impacts may limit the maximum size
22 allowed.

23
24 b. *Permit review requirements:*

25
26 1. *Permitted Use Verification (PUV).* A PUV certificate shall be applied for and found
27 eligible or conditional for the establishment of an urban farm.

28
29 2. *Site plan review.* An urban farm shall be reviewed in accordance with the site and
30 development plan review thresholds established in section 10-7.402 (and Table 10-
31 7.1).

32
33 3. *Environmental Management Permit (EMP).* The area of an urban farm may be
34 limited due to the existence of environmentally sensitive areas on the property. An
35 EMP (Short Form A Non-Residential) may be required and shall be determined
36 through the PUV process.

37
38 c. *Submittal requirements.* In addition to those requirements found in article VII, division
39 4 of this chapter, each site plan application shall include an urban farm plan that
40 addresses the following:

41
42 1. *An inventory of animals that will be raised or kept on-site as part of the farm*
43 *operation;*

44
45 2. *A lighting plan that shows the location, type, height and intensity of lighting on-site;*
46

- 1 3. The hours of operation for the farm and any proposed hours for on-site sales and
2 deliveries;
- 3
- 4 4. The on-site water source for the urban farm and the location, size and operating
5 method of any proposed rain-capture systems;
- 6
- 7 5. A description of the type, size, and building materials of structures to be built or
8 located on-site;
- 9
- 10 6. A description of any events and/or educational components directly related to the
11 urban farm which are being proposed on-site, and how parking will be
12 accommodated. Temporary uses and events are regulated by section 10-6.804;
- 13
- 14 7. A parking plan that shows adequate parking to accommodate farmers, customers,
15 and/or visitors;
- 16
- 17 8. Disclosure of the intent to produce, spread, or sell compost materials, the location
18 of these materials on the site, and the anticipated frequency of application; and
- 19
- 20 9. A management plan for maintenance responsibilities including who shall ultimately
21 be responsible for maintaining and managing the property utilized for the urban
22 farm. This plan shall address the maintenance of all crops, urban agriculture animals,
23 and supporting infrastructure to ensure that it does not become: overgrown with
24 weeds; infested by invasive exotic plants or vermin; a source of erosion or
25 stormwater runoff; or a source of pollution by fertilizer or pesticide, insecticide,
26 herbicide, or other agricultural-use chemicals.
- 27
- 28 d. Urban agriculture animals. The keeping or raising of urban agriculture animals is
29 permitted subject to the following standards:
- 30
- 31 1. Hens, ducks and roosters. Hens and ducks may be kept on an urban farm and are
32 not limited in number. No more than 2 roosters may be kept on an urban farm. Pens
33 and coops are required and shall be set back at least 50 feet from the nearest adjacent
34 principal dwelling.
- 35
- 36 2. Bees. Colonies of honey bees may be kept on an urban farm consistent with the
37 regulations set forth in the Florida Administrative Code and the Florida Department
38 of Agriculture and Consumer Services guidelines and best management practices
39 for beekeeping on non-agricultural lands, which includes requirements such as but
40 not limited to: setbacks, fencing, water sources, and limitations on colony size
41 allowances based on the size of the property. All beekeepers with honey bee colonies
42 must register with the state.
- 43
- 44 3. Aquatic animals for aquaponics. Aquaponics operations must be operated
45 completely within an enclosed structure (including equipment) and shall be set back
46 at least 50 feet from the nearest adjacent principal dwelling. Aquaponics operations

1 must adhere to regulations regarding licensing, permitting, best management
2 practices, sales, and food safety as outlined by the Florida Department of Agriculture
3 and Consumer Services and the Florida Fish and Wildlife Conservation
4 Commission.

5
6 e. *Accessory structures.* Accessory structures shall be allowed without a principal structure
7 on a permitted urban farm. Electrical service may be provided to accommodate
8 accessory structures, for providing security lighting, for the utilization of power tools,
9 and for other purposes determined to be urban farm related. Raised beds or structures
10 supporting bed cover are not considered structures that require a building permit and
11 shall not be subject to the size limitation noted below. Accessory structures shall not be
12 allowed for residential occupancy and/or habitation.

13
14 1. *Size.* For urban farms adjacent to a residential district or property used solely for
15 residential purposes, no single structure shall be larger than 200 gross square feet in
16 size. All urban farms shall be limited to the maximum building and maximum
17 impervious surface area restrictions of the zoning district in which it is located.

18
19 2. *Height.* Accessory structures shall not exceed 1 story (or greater than 24 feet) in
20 height, when adjacent to a residential district or property used solely for residential
21 purposes. All other urban farms shall comply with the height limitations of the
22 zoning district in which they are located.

23
24 3. *Setbacks.*

25
26 a. *Modular buildings, or any structure used as an office or to accommodate*
27 *guests, will be required to meet the principal structure setbacks for the zoning*
28 *district in which it is located.*

29 b. *Urban agriculture animal pens and coops shall meet the setback requirements*
30 *outlined in subsection (d), with no setback being less than 7½ feet.*

31 c. *Other types of accessory structures shall be set back a minimum of 7½ feet*
32 *from the property line but no less than any required buffer.*

33 d. *Sites that cannot feasibly meet the required setbacks due to environmental*
34 *features or site layout constraints may request a deviation from development*
35 *standards, provided the criteria outlined in section 10-1.106 is met or a*
36 *waiver is granted as provided in subsection (3).*

37
38 f. *Buffers and fencing.* Type ‘A’ 10-foot landscape buffer with a 6-foot wooden, opaque
39 fence is required when adjacent to a residential district or property used solely for
40 residential purposes, unless a waiver is granted as provided in subsection (3). Plantings
41 shall be placed on the side of the residential development. Existing (non-invasive)
42 vegetation may be used to satisfy this requirement. The use of fruit trees and/or bushes
43 to serve as the required buffer may be permissible and shall be reviewed and approved
44 as part of the site plan review process.

- 1 g. *Lighting.* Any proposed lighting shall adhere to dark-sky friendly principles, be no
2 greater than 15 feet in height from grade, and shall be situated on-site to minimize light
3 spill from the property line.
- 4
- 5 h. *Parking.* Due to the uniqueness of each urban farm, and the potential to have a large
6 variability in parking demand, it is impossible to specify a single parking requirement.
7 For any use not listed in section 10-7.545 (schedule 6-2), the county administrator or
8 designee, upon review of the proposed use, shall specify the required number of spaces
9 to be provided, using generally accepted traffic engineering practices and standards. On-
10 street parking may be used to meet parking requirements so long as it does not obstruct
11 streets, rights-of-way, driveways or easements. Shared parking agreements with
12 neighboring properties may also be used to satisfy parking requirements.
- 13
- 14 i. *Water source.* If a water source is needed outside of rain capture systems, an urban farm
15 may be required to connect to central water if service is available within the current
16 Water and Sewer Franchise Agreement area and the utility service provider has
17 determined that a connection is feasible.
- 18
- 19 j. *Restrooms.* A minimum of one restroom will be required for each urban farm location.
20 Onsite sewage disposal shall comply with the provisions of Chapters 381.0065, Florida
21 Statutes and 64E-6, Florida Administrative Code. If a portable restroom facility is
22 approved for the site, it shall be screened on at least three sides from public view by
23 fencing, structures, or plantings of sufficient height.
- 24
- 25 k. *Sale of produce and horticultural plants.* An urban farm may have on-site sales only
26 when approved through the site plan review process. Food products, value-added
27 products, or the sale of items not grown or harvested on-site shall be prohibited. On-
28 site sales and deliveries shall only occur during the hours of 7 a.m. and 7 p.m.
- 29
- 30 l. *Maintenance responsibilities.* The owner of the property(-ies) on which the urban farm
31 is located shall ultimately be responsible for maintaining the property in compliance
32 with the Leon County Code.
- 33

Section 4. Amendments to Code.

35
36 Section 10-6.821 of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Urban
37 equine,” is hereby created to read as follows:
38
39

1 **Sec. 10-6.821. Urban equine.**
2

3 (1) Purpose and intent. This section is enacted to allow individuals to keep horses on
4 residential property, while limiting adverse environmental impact and land use incompatibilities.
5

6 (2) Applicability. This section shall not apply to properties in zoning districts which allow
7 agriculture uses as a principal use or properties that have a bona-fide farm operation on land classified
8 as agricultural land pursuant to section 193.461, F.S. Further, this section shall not be construed to limit
9 the use of service animals.
10

11 (3) General provisions. Horses may be kept on residential property as an accessory use
12 subject to the following restrictions:
13

14 a. No horses may be kept on residential property less than one acre in size. One horse is
15 permitted on residential properties one acre or greater in size. One additional horse is
16 permitted for each one-half acre greater than one acre. Foals up to one year old do not count
17 towards this limit.
18

19 b. All horses must be occupant-owned. Commercial stables and riding academies are
20 prohibited except in zoning districts which allow agriculture uses as a principal use.
21

22 c. Horses shall not have access to any wetland areas on the parcel.
23

24 d. The owner must comply with the humane care standards provided in section 4-37, Leon
25 County Code of Laws.
26

27 e. The owner must comply with the public nuisance prohibitions provided in section 4-36,
28 Leon County Code of Laws.
29

30 **Section 5. Conflicts.**
31

32 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby
33 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon
34 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this
35 ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.
36

37 **Section 6. Severability.**
38

39 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of
40 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
41 portions of this Ordinance shall remain in full force and effect.
42
43

1 **Section 7. Effective Date.**

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This ordinance shall have effect upon becoming law.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
Florida, this _____ day of _____, 2020.

LEON COUNTY, FLORIDA

By: _____
Bryan Desloge, Chairman
Board of County Commissioners

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

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

A18-0324

Analysis of Horse / Chicken Allowances

County / City	Code Section	Horses	Chickens	Notes
City of Tallahassee	4-5	Horses permitted on 5 or more acres	Fowl permitted on 5 or more acres; Hens and one rooster are allowed on less than 5 acres, so long as confined in a securely enclosed yard or pen at all times and kept no closer than 20 feet to neighboring dwellings	
Alachua County	404.13	1 horse per acre in certain districts (single family estate residential and single family low density)	6 laying hens as accessory to any single family residence regardless of zoning (on parcels less than 5 acres) 40 chickens per acre in certain districts (single family estate residential and single family low density) (1 acre minimum)	
Escambia County	3-2.7, 3-2.8, 3-2.9, 3-2.3; 4-7.3	Minimum lot area of 2 acres and maximum of 1 horse per acre in certain districts (medium density residential, high density residential, high density mixed-use, rural residential)	Up to 8 chickens per ¼ acre in single-family residential dwellings	
Marion County	4.2.6	No more than 4 per acre in rural residential and residential estate districts	No more than 6 chickens in residential zoning classifications	
City of Neptune Beach	Ch. 6, Art. V		Up to 5 hens in residential zoning districts, 5000 sq. ft. min. lot size	Backyard Hen Pilot Program, calls for evaluation and report after 1 yr. and sunseting on Jan. 5, 2019
Orange County	38-79(36) & 38-79(41)	One per acre for grazing, no more than 4 if kept in barns (country estate, rural residential, and rural country estate residential districts)	No more than 12 chickens in country estate, rural residential, and rural country estate residential districts	
Tampa	27-282.27 27-282.28	1 acre per horse	1 chicken per 1000 square feet of land; 5 fowl per 5000 square feet of land	
Brevard County	62-1935 62-1927	5 acres minimum; one per 20,000 sq. ft. of land area, max. of 6 in suburban estate residential district	4 chickens per ½ acre in residential zones; fowl is permitted on 2-1/2 acre lots in certain districts (rural residential, etc.)	
Miami-Dade County	33-226; 33-230	2 allowed in single-family one acre estate district (larger estates may have more)	Allowed in single-family one acre and 2-1/2 acre estate districts (not to exceed 25)	Not allowed in single family residential districts (§ 33-200)

County / City	Code Section	Horses	Chickens	Notes
City of South Miami	5-3.1 5-2.2	1 horse per acre in estate residential district	4 adult hens plus 5 chicks allowed in single-family zoning districts	
Jacksonville	656.401 656.422	Allowed if minimum lot area is not less than 1-1/2 acres	Allowed in conjunction with single family dwellings; 5 chickens allowed per residential lot; if lot is larger than one acre, more chickens are allowed	
Seminole County	30.163 Ch. 20, Part 4	Allowed in country homes district	Up to 4 chickens per occupied single-family residential lot	Backyard Chicken Pilot Program (adopted 6/12/2018)
Osceola County	4-30	1 horse allowed for every one contiguous acre in non-agriculturally zoned districts	No more than 6 chickens per single family home (non-agriculturally zoned districts)	
Manatee County	2-4-28		4 chickens maximum on residential property	
Lee County	34-1292 34-1294	Allowed in certain residential districts (RS-4 with lot area of 40,000 sq. ft. and RS-5 with minimum lot area of 2 acres)	Allowed in RS-4 & RS-5 districts	

A18-0324



MEMORANDUM

TO: Shawna Martin, Principal Planner, Leon County Development Support and Environmental Management Department

FROM: Russell Snyder, Tallahassee-Leon County Planning Department

DATE: November 22, 2019

SUBJECT: Comprehensive Plan Consistency Review – Urban Agriculture Ordinance

Summary of Proposed Ordinance

At its October 14, 2014 regular meeting, the Leon County Board of County Commissioners was provided a status report on “Barriers and Opportunities for Small-Scale Farms in Leon County.” At the same meeting, staff was directed by the Board to develop draft ordinances to eliminate barriers to operation of agriculture enterprises and coordinate stakeholder engagement to elicit feedback and ensure community support. Staff from the Leon County Department of Development Support and Environmental Management, Planning Department, Office of Sustainability, community stakeholders and citizen advisory groups contributed to the development of the ordinance. The proposed ordinance amends the following sections of Chapter 10 in the Leon County Land Development Code (LDC):

- Amending Section 10-1.101, Definitions
- Repealing Section 10-6.816, Community Gardens
- Creating Section 10-6.816 to be entitled Urban Agriculture
- Creating Section 10-6.820 to be entitled Urban Equine

Consistency Determination

Planning Department staff has reviewed the proposed changes in relation to the Tallahassee-Leon County Comprehensive Plan goals, objectives, and policies and finds that the proposed ordinance supports and furthers Goal 1 of the Economic Development Element [ED]. Urban agriculture, in its various forms, benefits communities in many ways, including promoting good health, environmental sustainability, and economic development. Specifically, Goal 1 [ED] establishes that, through coordination and cooperation between private sector businesses, nonprofit organizations, higher educational institutions, local government, and the State of Florida, the economic development efforts of the City of Tallahassee and Leon County will increase entrepreneurialism, advance local businesses and grow targeted industry sectors, and attract innovative individuals and companies to the Capital region. The proposed ordinance is consistent

with Objective 1.1 [ED] which charges local government to increase new business formations using existing and new resources, assets, and coordinated strategies.

While the land development codes do account for some urban agriculture uses in the form of farmer and vegetable markets, garden nurseries, and fisheries, currently development and zoning standards do not exist for commercial urban farms and several other urban agriculture land uses. The lack of regulations has resulted in uncertainty concerning how urban agriculture operations should function. Urban agriculture has the potential to create jobs and skills training, expand farmers markets and promote food savings costs. The proposed ordinance supports Goal 1 [ED] and Objective 1.1 [ED] by alleviating barriers to the operation of urban agriculture enterprises by providing a regulatory framework and facilitating a more diversified and sustainable economy.

According to Sect.10-2.323(5) of the Leon County Land Development Code, the Planning Commission is responsible for the “Review of proposed development codes and regulations and amendments and make recommendations to the governing bodies as to the consistency of the proposals with the adopted Comprehensive Plan.”

If you have any questions about the review, please contact Planning Department staff at 850-891-6400.

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, February 11, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY; AMENDING SECTION 10-1.101, DEFINITIONS; REPEALING SECTION 10-6.816, COMMUNITY GARDENS; CREATING A NEW SECTION 10-6.816 TO BE ENTITLED URBAN AGRICULTURE; CREATING A NEW SECTION 10-6.821 TO BE ENTITLED URBAN EQUINE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, Florida 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: February 3, 2020