BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

Tuesday, July 7, 2015
3:00 P.M.

COUNTY COMMISSIONERS

Mary Ann Lindley, Chairman
At-Large

Jane Sauls
District 2

Bill Proctor, Vice Chair
District 1

John Dailey
District 3

Kristin Dozier
District 5

Bryan Desloge
District 4

Nick Maddox
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Selected agenda items are available on the Leon County Home Page at: **www.leoncountyfl.gov**. Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's Home Page at **www.clerk.leon.fl.us**

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Sec. 286.0105, F.S.).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, July 7, 2015, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Bryan Desloge

AWARDS AND PRESENTATIONS

- Proclamation Honoring the FAMU Wind Symphony Ensemble for it Being Named the First Classical Ensemble from a Historically Black College or University
  (Commissioner Nick Maddox)
- Recognition of the EMS Tactical Medical Program Team
  (County Administrator Vincent Long)
- Presentation of Years of Service Pins to Herb Thiele, County Attorney, (25 Years), and to Vincent Long, County Administrator, (20 years) Recognizing their Dedicated Service to the Citizens of Leon County
  (Chairman Mary Ann Lindley)

1. Presentation of Tallahassee/Leon County Commission on the Status of Women and Girls Report on Sexual Violence Response in Tallahassee/Leon County
   (Jessica Lowe-Minor, Chairman, Tallahassee/Leon County Commission on the Status of Women and Girls)

2. Acceptance of a Status Report on Leon County's Entry into the Community Rating System Program of the National Flood Insurance Program
   (Danny Hinson, CRS Specialist, Florida Division of Emergency Management)
   (Development Support & Environmental Management/Environmental Services – David McDevitt/John Kraynak))

CONSENT

3. Approval of Minutes: May 26, 2015 and June 9, 2015 Regular Board Meetings
   (Clerk of the Court/Finance/Board Secretary)

4. Approval of Resolutions Certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Pasadena Hills, Rainbow Acres, Terre Bonne, Windwood Hills and Winfield Forest Subdivisions
   (Clerk of the Court/Finance)

5. Ratification of Commissioner Appointment to the Science Advisory Committee
   (County Administrator/County Administration/Agenda Coordinator)

6. Acceptance of State Funding for Establishment of a Veteran's Court in Court Administration
   (County Administrator/Court Administration/Office of Financial Stewardship/OMB)

7. Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance for Tuesday, September 15, 2015 at 6:00 p.m.
(County Administrator/Development Support & Environmental Management/Development Services)

8. Approval of Payment of Bills and Vouchers Submitted for July 7, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of July 8 through September 14, 2015
(County Administrator/Office of Financial Stewardship/Office of Management & Budget)

9. Adoption of the 2015 Tallahassee – Leon County Greenways Master Plan Update
(County Administrator/PLACE/Planning)

10. Acceptance of Two Florida Department of Health Matching Grants in the Amount of $74,111
(County Administrator/Office of Public Safety/Emergency Medical Services)

11. Approval of Position Reclassification and Staffing Realignments within the Division of Emergency Medical Services
(County Administrator/Office of Public Safety/Emergency Medical Services)

12. Adoption of a Resolution of Intent to Lease Space at the Leon County Government Annex to Blueprint 2000 for Use as its Office Operations
(County Administrator/Public Works/Facilities Management)

13. Approval of the Plat of Chastain Manor II Subdivision for Recording in the Public Records
(County Administrator/Public Works/Engineering)

14. Approval of the Plat of Bannerman Crossing North Subdivision for Recording in the Public Records
(County Administrator/Public Works/Engineering)

15. Approval of a Fourth Amendment to the Joint Use Agreement with Leon County Schools Extending the Term of Agreement for Two Years
(County Administrator/Public Works/Parks & Recreation)

16. Approval of a Perpetual Water and Sewer Easement across County-owned Property to the City of Tallahassee for the Purpose of Supplying Potable Water
(County Administrator/Public Works/Engineering)

17. Acceptance of Northwest Florida Water Management District Grant in the Amount of $500,000
(County Administrator/Public Works/Engineering)

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

18. Acceptance of Status Report on Landfill Closure and the Apalachee Regional Park Master Plan
(County Administrator/County Administration/Office of Resource Stewardship/Parks & Recreation)

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

19. Acceptance of Final Report on the Fairgrounds Sense of Place Initiative
(County Administrator/PLACE/Planning)

20. Ratification of Board Actions Taken at the June 23, 2015 Budget Workshop
(County Administrator/Financial Stewardship/Office of Management & Budget)

21. Acceptance of the 2015 Florida Legislative Session Final Report and Request to Schedule the Board Workshop on the 2016 State and Federal Legislative Priorities for Tuesday, September 15, 2015 from 1:30 to 3:00 p.m.
(County Administrator/County Administration/Special Projects Coordinator)

22. Approval of Participation with the City of Tallahassee, the Village Square, and Leadership Tallahassee on the Tallahassee-Leon County Longest Table Event
(County Administrator/County Administration)

23. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of $1,018,437 for the Construction of the Killearn Lakes Unit 1 Drainage Improvement Projects
(County Administrator/Public Works/Engineering)

24. Approval of Agreements Awarding Bids for Custodial Services for Courthouse, Class "A" Facilities, Libraries, Clinical Facilities, and General Services in the Amount of $990,526
(County Administrator/Public Works/Facilities Management)

25. Consideration of Full Board Appointments to the Board of Adjustment and Appeals, CareerSource Capital Region, Educational Facilities Authority, and Planning Commission
(County Administrator/County Administration/Agenda Coordinator)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

26. Second and Final Public Hearing to Adopt the Proposed Ordinance Revising the Leon County Land Development Code to Amend the Rural Zoning District
(County Administrator/ Development Support & Environmental Management/Development Services)

27. Second and Final Public Hearing to Adopt the Proposed Ordinance Revising the Leon County Land Development Code to Amend the Lake Protection Zoning District
(County Administrator/ Development Support & Environmental Management/Development Services)

28. Second and Final Public Hearing to Adopt a Proposed Ordinance to Amend the Stormwater Standard for the Lake Jackson Basin
(County Administrator/ Development Support & Environmental Management/Environmental Services)

29. First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
(County Administrator/Public Works/Engineering)

30. First and Only Public Hearing to Approve the Resolution Adopting the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services and Authorize Certification of the Entire Roll to Tax Collector
(County Administrator/Office of Financial Stewardship/Office of Resource Stewardship)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development District – Record of Proceedings for the May 7, 2015 Meeting

n

ADJOURN

The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, September 15, 2015 at 3:00 p.m.

All lobbyists appearing before the Board must pay a $25 annual registration fee. For registration forms and/or additional information, please see the Board Secretary or visit the County website at www.leoncountyfl.gov

2015

JANUARY

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PUBLIC NOTICE

2015 Tentative Schedule

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

All sessions are held in the Commission Chambers, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

Month	**Day**	**Time**	**Meeting Type**
July 2015	**Friday 3**	**Offices Closed**	**JULY 4TH HOLIDAY OBSERVED**
	Tuesday 7	~~9:00 a.m. – 3:00 p.m.~~	~~FY 2015/2016 Budget Workshop, if necessary~~
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second and Final Public Hearing to Adopt Proposed Revisions to the Leon County Land Development Code to Amend the Lake Protection Zoning District
			Second and Final Public Hearing to Adopt Proposed Revisions to the Leon County Land Development Code to Amend the Rural Zoning District
			Second and Final Public Hearing to Adopt a Proposed Ordinance to Amend the Stormwater Standard for the Lake Jackson Basin
			First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
			First and Only Public Hearing to Approve the Resolution Adopting the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services
	Thursday 9	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Friday 10– Monday 13	*NACo Annual Conference*	*Mecklenburg County/Charlotte, North Carolina*
	Tuesday 21	**No Meeting**	**BOARD RECESS**
	Wednesday 29	*National Urban League Annual Conference*	*Fort Lauderdale Broward County*
August 2015	*Friday 14 – Sunday 16*	*Chamber of Commerce Annual Conference*	*Sandestin*
	Tuesday 11	**No Meeting**	**BOARD RECESS**
	Tuesday 25	**No Meeting**	**BOARD RECESS**

Month	**Day**	**Time**	**Meeting Type**
September 2015	**Monday 7**	**Offices Closed**	**LABOR DAY HOLIDAY**
	Monday 14	5:00 – 8:00 p.m.	Intergovernmental Agency (IA) Meeting City Commission Chambers
	Tuesday 15	**1:30 – 3:00 p.m.**	**Workshop on the 2016 State and Federal Legislative Priorities**
		3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2016
			First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance
	Wednesday 16 – Saturday 19	*Congressional Black Caucus Annual Legislative Conference*	*Washington, D.C.*
	Monday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Wednesday 23 – Friday 25	*FAC Policy Committee Conference and County Commissioner Workshops*	*St. Petersburg* *Pinellas County*
	Thursday 24	4:00 p.m.	Community Redevelopment Agency City Commission Chambers
	Sunday 27 – Wednesday 30	*ICMA Annual Conference*	*Seattle/King County* *Washington*
	Tuesday 29	1:30 – 3:00 p.m.	Workshop on Update from the Council on Culture & Arts on the Implementation of the Cultural Plan
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2016
October 2015	*TBD*	*FAC Advanced County Commissioner Program*	*Part 1 of 3* *Gainesville; Alachua County*
	Tuesday 13	**12:00 – 3:00 p.m.**	**Workshop with United Way Regarding the Community Human Services Partnership Process**
		3:00 p.m.	Regular Meeting
	Monday 19	9:00 a.m. – 1:00 p.m.	CRTPA Retreat; *Location to be determined*
	Tuesday 27	**1:30 – 3:00**	**Workshop on the MWBE Program**
		3:00 p.m.	Regular Meeting
	Thursday 29	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers

Month	**Day**	**Time**	**Meeting Type**
November 2015	**Wednesday 11**	**Offices Closed**	**VETERAN'S DAY OBSERVED**
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization of the Board Regular Meeting
	Wednesday 18-Friday 20	*FAC Legislative Conference and Commissioner Workshops*	*Nassau County*
	Thursday 19	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Thursday 26	**Offices Closed**	**THANKSGIVING DAY**
	Friday 27	**Offices Closed**	**FRIDAY AFTER THANKSGIVING DAY**
December 2015	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
	Thursday 10	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 22	**No Meeting**	**BOARD RECESS**
	Friday 25	**Offices Closed**	**CHRISTMAS DAY**
January 2016	**Friday 1**	**Offices Closed**	**NEW YEAR'S DAY**

Citizen Committees, Boards, and Authorities
2015 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee
Board of County Commissioners (2 appointments)
A member who represents employers within the jurisdiction.
A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

Development Support & Environmental Management Citizen's User Group
A member who is employed by a university or local school system (1)
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Sauls, Jane G. (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

Human Services Grant Review Committee
Commissioner – District II: Sauls, Jane (1 appointment)

Minority, Women & Small Business Enterprise (M/WSBE) Committee
Commissioner - District II: Sauls, Jane (1 appointment)

Science Advisory Committee
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner – District V: Dozier, Kristin (1 appointment)

EXPIRATIONS

JUNE 30, 2015

Adjustment and Appeals Board
Board of County Commissioners (1 appointment)
Tallahassee City Commission (1 appointment)

Planning Commission
Board of County Commissioners (1 appointment)
Tallahassee City Commission (2 appointments)

JULY 31, 2015

Educational Facilities Authority
Board of County Commissioners (1 appointment)

Water Resources Committee
Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Sauls, Jane (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)

SEPTEMBER 30, 2015

Commission on the Status of Women and Girls
Board of County Commissioners (3 appointments)
Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)
Commissioner – At-Large II: Maddox, Nick (1 appointment)
Commissioner - District II: Sauls, Jane (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Tallahassee City Commission (4 appointments)

Housing Finance Authority (and CDBG Citizens Task Force)
Commissioner - District II: Sauls, Jane G. (1 appointment)

Palmer Munroe Teen Center Board of Trustees
Board of County Commissioners (1 appointment)

OCTOBER 31, 2015

Canopy Roads Citizens Committee
Board of County Commissioners (2 appointment)

Tourist Development Council
Board of County Commissioners (1 appointment)

DECEMBER 31, 2015

Human Services Grants Review Committee
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Sauls, Jane G. (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

Joint City/County Bicycle Working Group
Board of County Commissioners (4 appointments)
Tallahassee City Commission (2 appointments)

Library Advisory Board
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - District II: Sauls, Jane (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)

Leon County
Board of County Commissioners

Notes for Agenda Item #1

Leon County
Board of County Commissioners

Cover Sheet for Agenda #1

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Tallahassee/Leon County Commission on the Status of Women and Girls Report on Sexual Violence Response in Tallahassee/Leon County

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Shington Lamy, Assistant to the County Administrator
Lead Staff/ Project Team:	Ryan Aamodt, Management Intern

Fiscal Impact:

This item has no fiscal impact to the County. However, annually the County provides $20,000 to the Oasis Center for Women and Girls for the staffing of the Tallahassee/Leon County Commission on the Status of Women and Girls.

Staff Recommendation:

Option #1: Accept the Tallahassee/Leon County Commission on the Status of Women and Girls Report on Sexual Violence Response in Tallahassee/Leon County (Attachment #1).

Report and Discussion

Background:

On April 12, 2011, the Board adopted an Enabling Resolution establishing the Leon County Commission on the Status of Women and Girls. Subsequently on March 12, 2013, the Board partnered with the City of Tallahassee and each adopted the Enabling Resolution to establish the joint Tallahassee-Leon County Commission on the Status of Women and Girls (Committee). The Resolution states that Oasis shall provide administrative support to the joint Committee, per the adoption of an agreement with the County and City. Additionally, the Committee is required to provide an annual written report to the Board.

Analysis:

On June 22, 2015, the Committee released its report on Sexual Violence Response in Tallahassee/Leon County (Attachment #1). The Committee will provide a presentation on the report to the Board during the July 7, 2015 regular meeting.

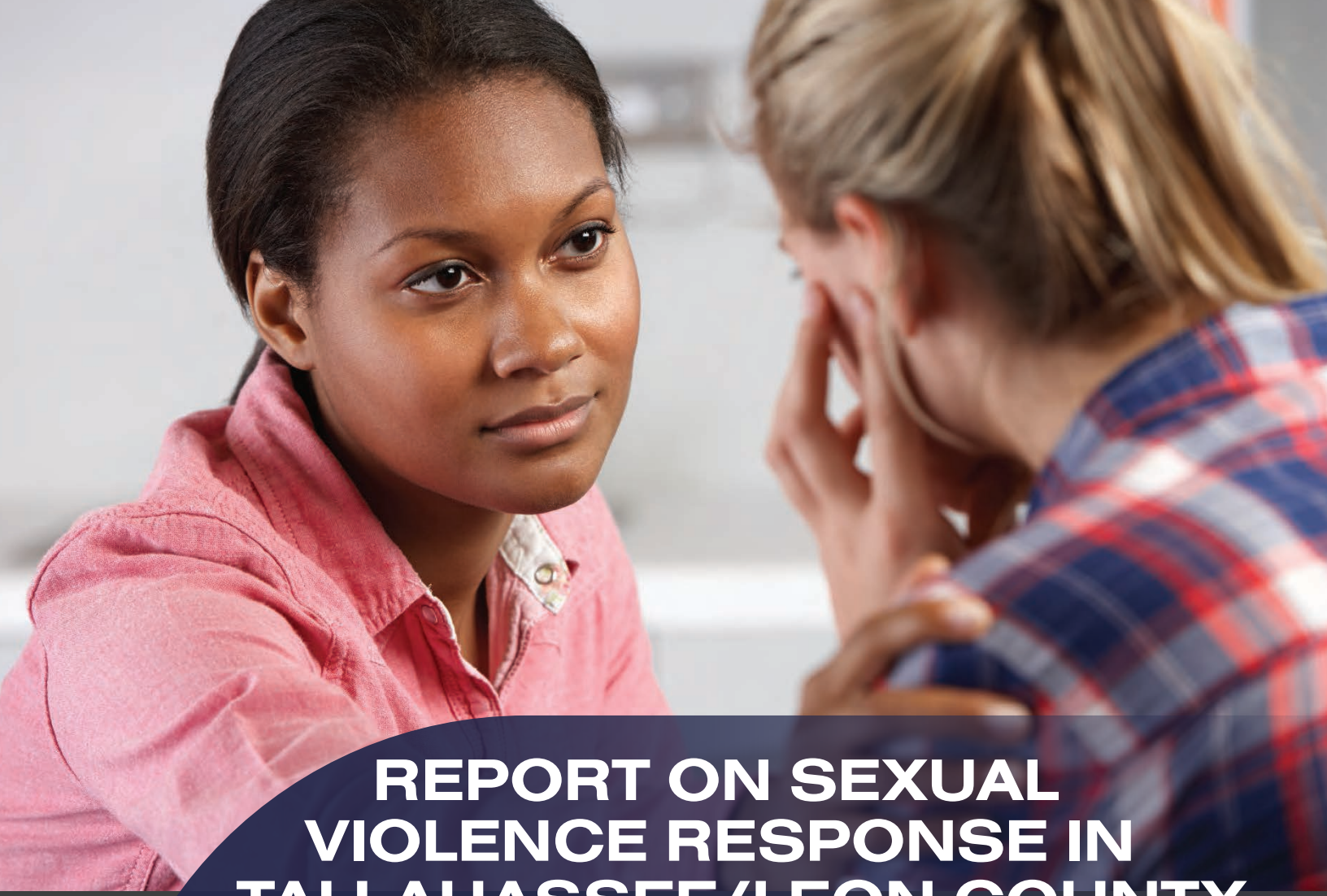
Options:

1. Accept the Tallahassee/Leon County Commission on the Status of Women and Girls Report on Sexual Violence Response in Tallahassee/Leon County (Attachment #1).
2. Do not accept the Tallahassee/Leon County Commission on the Status of Women and Girls Report on Sexual Violence Response in Tallahassee/Leon County.
3. Board direction.

Recommendation:
Option #1.

Attachment:

1. Report on Sexual Violence Response in Tallahassee/Leon County



REPORT ON SEXUAL VIOLENCE RESPONSE IN TALLAHASSEE/LEON COUNTY

2014-2015

TALLAHASSEE/LEON COUNTY
COMMISSION ON THE STATUS
OF WOMEN AND GIRLS

Published June 2015

CITY OF TALLAHASSEE

LEON

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2014-2015 Tallahassee/Leon County Commission on the Status of Women and Girls Commissioners

Commissioner	Committee Service	Begin Term	End Term	Appointed By
Dr. Ada Puryear Burnette	Sexual Assault Policy Group	5/1/14*	9/30/16	County Commissioner Bill Proctor
Paige Carter-Smith	Community Engagement Committee	5/1/13	9/30/15	City Commissioner Scott Maddox
Gail Dixon	Organizational and Bylaws Committee; Sexual Assault Policy Group	5/1/13*	9/30/15	CSWG
Mildred Hall	Sexual Assault Policy Group	5/1/13	9/30/14	City Commissioner Nancy Miller
R. Jai Gillum	Community Engagement Committee	5/1/13	9/30/15	CSWG
Dr. Roxanne Hughes	Organizational and Bylaws Committee; Chair, Research & Development Committee	5/1/14	9/30/16	County Commissioner Kristin Dozier
Dr. Huberta Jackson-Lowman	Community Engagement Committee	5/1/14*	9/30/16	CSWG
Dr. Elizabeth Jakubowski	Chair, Funding and Budget Committee (ad hoc); Research & Development Committee	5/1/14	9/30/16	CSWG
C. Sha'Ron James	Community Engagement Committee	6/10/14+	9/30/15	County Commissioner Nick Maddox

* Multiple Terms
\+ Filled Vacancy

Commissioner	Committee Service	Begin Term	End Term	Appointed By
Jane Johnson	Research & Development Committee	5/1/14	9/30/16	County Commissioner John Dailey
Stephanie Land	Sexual Assault Policy Group	5/1/13*	9/30/15	County Commissioner Jane Sauls
Jessica Lowe-Minor	Chair, CSWG; Organizational and Bylaws Committee; Chair, Sexual Assault Policy Group	5/1/14*	9/30/16	Mayor John Marks
Marion McGee	Vice Chair, CSWG; Organizational and Bylaws Committee	6/19/13+	9/30/15	City Commission at Large
Ruth Nickens	Community Engagement Committee	5/1/14	9/30/16	CSWG
Sharon Ofuani	Community Engagement Committee	11/12/14+	9/30/15	City Commissioner Nancy Miller
Dr. Jeanne O'Kon	Community Engagement Committee; Chair, Organizational and Bylaws Committee	5/1/13*	9/30/15	County Commissioner Bryan Desloge
Kelly Otte		5/1/13*	5/12/14	County Commissioner Nick Maddox
Dr. Cheryl Rainey	Research & Development Committee	5/13/15+	9/30/15	City Commissioner Gil Ziffer

* Multiple Terms
+ Filled Vacancy

Commissioner	Committee Service	Begin Term	End Term	Appointed By
Dr. Cecile Reynaud	Sexual Assault Policy Group	5/1/13	9/30/15	CSWG
Sara Saxner	Chair, Community Engagement Committee; Organizational and Bylaws Committee; Sexual Assault Policy Group	5/1/14	9/30/16	City Commission at Large
Gail Stansberry Ziffer	Community Engagement Committee	5/1/13	4/10/15	City Commissioner Gil Ziffer
Jaye Ann Terry	Leon County Alliance for Girls; Organizational and Bylaws Committee	5/1/14	9/30/16	City Commissioner Andrew Gillum
Veronica Vasquez	Research & Development Committee	5/1/13	9/30/15	County Commissioner Mary Ann Lindley
Marcia Warfel	Community Engagement Committee	5/1/14	9/30/16	CSWG

* Multiple Terms
+ Filled Vacancy

Acknowledgements

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Commissioners Serving on the SAPG

Dr. Ada Puryear Burnette	Gail Dixon	Mildred Hall
Stephanie Land	Jessica Lowe-Minor	Dr. Cecile Reynaud
Sara Saxner		

Community Contributors to the SAPG

Anna Benbrook, FSU Health Promotion, Sexual Health Educator
Jennifer Gagen, FSU Victim Advocate Program, Associate Director
Julia Kamm-Cohen, Refuge House, SART and Youth Services Coordinator
Natalie Kato, Human Rights Watch, US Southern State Policy Advocate
Sara LaTorre, Tallahassee Police Department, Victim Advocate
Theresa Prichard, Florida Council Against Sexual Violence, Director of Advocacy/LAV Project Director
Kori Pruett, FSU Health Promotion, Sexual Violence Prevention Coordinator
Rose Rezaei, FSU Health Promotion, Assistant Director
Tanya Tatum, FAMU Student Health Services, Director

Other Members of the Community Who Helped Make this Report Possible

Sgt. Joanna Baldwin	Cici Battle	Lorena Vollrath-Bueno
Micheala Denny	Crystal Kelly	Dominique Mack
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Helene Potlock	Dr. Danette Saylor	Robin Hassler Thompson
Erin VanSickle	Gwen Williams	

The Oasis Center for Women & Girls Staff, Intern, and Volunteer

Haley Cutler	Lisa Langenderfer-Magruder
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Executive Summary

The statistics are staggering. Nearly 1 in 5 American women will be a victim of rape in her lifetime.[1] Forty-four percent of victims are under the age of 18, and 80% are under the age of 30.[2] In the vast majority of assaults (four out of five), the perpetrator is someone who was known to the victim, and yet 68% of rapes are never reported to law enforcement and it is estimated that only 2% of rapists ever spend a day in jail.[3]

Over the last few years, there has been an increased awareness about the prevalence of sexual violence in the United States and, in particular, on college campuses. A lot of media attention has been focused on institutions' responses to allegations, highlighting the need for policies and procedures that will support victims who come forward, rather than dissuade them.

Due to its large student population, as well as its status as a capital city, Tallahassee has attracted widespread scrutiny for its handling of sexual violence. Several high-profile cases generated heated debate and, in May of 2014, it became clear to the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) that a comprehensive overview of the community's response to sexual violence was necessary.

This report represents a year-long effort by the CSWG's Sexual Assault Policy Group (SAPG) to: (1) conduct fact-finding to determine what local policies, procedures, and services related to sexual assault were currently in place; (2) determine what models are considered national "best practices"; and (3) develop recommendations that would assist the community in improving its response and prevention efforts.

To assist in this task, the SAPG consulted with over 50 stakeholders and community members, who helped collect data and verify findings. The SAPG organized its work into six major areas: prevention, medical care, follow-up, school and workplace response, investigation and prosecution, and interagency collaboration.

While the CSWG's report reveals that there is much that we can do as a community to improve services to victims and hold perpetrators accountable, there have been several institutional advancements in the past year that are worth mentioning. The Tallahassee Community College (TCC) Police Department has entered into a memorandum of

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[1] Centers for Disease Control and Prevention. (2012). *Sexual violence: Facts at a glance*. Retrieved June 1, 2015 from www.cdc.gov/ViolencePrevention/pdf/sv-datasheet-a.pdf.

[2] Rape, Abuse & Incest National Network. (2009). *Statistics*. Retrieved May 29, 2015 from https://www.rainn.org/statistics.

[3] Ibid.

understanding with Refuge House to formalize a collaborative relationship. Florida State University (FSU) has created a full-time Sexual Violence Prevention Coordinator position and established the kNOw MORE Sexual Violence Prevention Campaign. Florida A&M University's Division of Student Affairs implemented a new sexual misconduct policy as part of the Student Code of Conduct. The Tallahassee Police Department (TPD) has partnered with End Violence Against Women International to update the Department's sexual assault investigation policies as well as train its sworn personnel on best practices. The City of Tallahassee, Leon County, and TCC have all instituted improved personnel policies regarding domestic violence, sexual violence, and stalking. Finally, Tallahassee Memorial Hospital and Refuge House are working collaboratively to create a new, standalone facility at which victims of sexual violence can receive forensic exams.

There is no question that creating an environment in which more perpetrators are held accountable increases public safety. A 2002 study found that, while only a small percentage of men committed rape, those that did were responsible for an average of six assaults each.[4] In other words, the vast majority of sexual assaults are committed by serial offenders who will continue to rape until they are stopped. Victims who have the courage to report an assault are the best weapons a community has against rapists, and it is critical that the system treats them with sensitivity and respect. Re-victimization and victim-blaming hurt not only the individual survivor involved, but also the entire community by deterring other victims from coming forward.

One way in which Tallahassee/Leon County can increase victims' likelihood to report attacks is by ensuring that its local law enforcement agencies are equipped to conduct thorough investigations and that their staff is specifically trained to work collaboratively with victims. To that end, the CSWG has recommended that **local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations**.

Another issue identified by the CSWG is the lack of uniform statistics regarding sexual assaults occurring in Tallahassee/Leon County. Because various institutions maintain their own statistics, there is little understanding of how reported cases may relate to one another. For example, a victim may report to FSU and Refuge House, but not to TPD. Or, they may report to TPD, but not to any other agency. Because agencies are not cross-

[4] Lisak, D., & Miller, P. M. (2002). Repeat rape and multiple offending among undetected rapists. *Violence and Victims*, *17*(1), 73-84.

checking their cases against each other, the community does not know the number of unique cases that are actually reported each year. Furthermore, there is insufficient data regarding demographics of victims and perpetrators, and little geographic information about where assaults originate (i.e., where assailants first meet potential victims). **Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.**

Finally, the best way to improve this community's response to sexual assault is to prevent rape in the first place. Bystander intervention training focuses on educating individuals and groups to recognize the warning signs of a potential sexual assault and to intervene beforehand by taking steps to separate victim and assailant. Such training also focuses on cultural stereotypes about rape and helps to foster a better of understanding of gender dynamics, sexual violence, and consent. While there has been an effort to implement bystander intervention training within some of our area's institutions, we recommend that **the local community should work to implement a community-wide awareness program focusing on bystander intervention**.

Overall, the robust response from stakeholders and others to the CSWG's examination of this issue makes it clear that the Tallahassee/Leon County community is concerned about our local institutions' response to sexual assault. While there have been a number of positive steps taken over recent months, there is still much to be done to improve services to victims and hold perpetrators accountable. Mother Teresa once said, "I alone cannot change the world, but I can cast a stone across the waters to create many ripples." Taking inspiration from her words, the CSWG hopes that this report will serve as a proverbial stone to create ripples that will empower victims and decrease the occurrence of sexual violence in North Florida and beyond.

About the Tallahassee/Leon County Commission on the Status of Women and Girls

History of the CSWG

In April of 2011, The Leon County Board of County Commissioners established the Leon County Commission on the Status of Women and Girls as a citizens advisory committee. In March of 2013, the City of Tallahassee (hereafter, the City) joined Leon County (hereafter, the County) and created the new CSWG. By establishing and supporting this Commission, the City and County have taken a strong stand in support of women and girls in our community.

The primary purposes of the CSWG are:

- to promote awareness of issues pertaining to women and girls in Tallahassee and Leon County
- to serve in an advisory role, providing input to the City and County Commissions as needed.

The joint City/County enabling resolution[5] creating the CSWG acknowledges that progress has been made, but notes that "there is still work to be done before women and girls achieve economic, education and employment parity." The resolution also acknowledges "we must understand the current challenges that face our female citizens in order to best equip girls with the knowledge, skills, and equal access to reach for the promise of tomorrow."

The CSWG consists of 21 members. All appointments to the CSWG are on a volunteer basis and citizens must apply to be considered for appointment. Applications are accepted on a rolling basis and are available for download on the CSWG's website,[6] City's website,[7] and County's website.[8]

The CSWG has produced two reports since its inception: *Report on the Status of Women and Girls in Leon County – 2012* and *A Call to Action: Improving the Status of Women & Girls in*

[5] Board of County Commissioners, Leon County, Florida. (2013, March 12). *Adopting of an enabling resolution establishing the Tallahassee-Leon County Commission on the Status of Women and Girls*. Retrieved from http://cms.leoncountyfl.gov/coadmin/agenda/attach/130312/A0301.pdf

[6] http://tallahasseeleoncswg.com/join-the-commission/

[7] http://talgov.com/treasurer/tlccswg.aspx

[8] http://cms.leoncountyfl.gov/committees/detail.asp?id=123

Tallahassee/Leon County 2013-2014. The full reports and executive summaries are available for download on the CSWG website.[9]

Structure of the 2014-2015 CSWG

For the 2014-2015 CSWG year, Commissioners decided to focus their work on "building bridges to economic security for women and girls." In addition to our standing Organizational and Bylaws Committee, the CSWG formed two Committees to orient and focus its work on economic issues facing women and girls locally: the Community Engagement Committee and the Research & Development Committee.
In addition to these committees, the CSWG also has two community-based groups. The Leon County Alliance for Girls is a coalition of girls' services providers whose mission is "fostering strong inter-agency collaboration with the ultimate goal of providing quality, diverse, gender-specific programs for girls." The second group, the Sexual Assault Policy Group, is described further below.

The City and County contract with Oasis to staff the CSWG and Oasis serves in this role. According to the Oasis staff, supporting the work of the CSWG fits strongly with its mission of "improving the lives of women and girls through celebration and support." Oasis played a large part in encouraging the community of Tallahassee and Leon County to establish the CSWG. As support to the CSWG, Oasis schedules and notices meetings, maintains records on behalf of the CSWG, attends meetings of the CSWG and its committees, and has served as the managing editorial team for the report that follows. Oasis looks forward with excitement to continuing to serve the CSWG and the community.

About the Sexual Assault Policy Group

The CSWG formed the Sexual Assault Policy Group (SAPG) in May 2014 as an ad hoc, community-focused group to address the topic of sexual violence in the local community. Commissioners solicited participation from interested community members, and local sexual violence experts in particular. Together, the SAPG Commissioners and contributors decided to focus on six overarching topics related to the sexual violence response:

- Prevention
- Medical
- Follow-Up
- School and Workplace Response
- Investigation and Prosecution

[9] http://www.theoasiscenter.net/2.html

- Interagency Collaboration

The SAPG worked in small teams, each of which addressed one of the aforementioned topics in a two-step process. First, they engaged in fact-finding around the current local response to sexual violence. Second, they researched best practices for each topic. Based on their findings, the SAPG agreed upon three recommendations for community consideration:

1. Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.
2. Local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations.
3. The local community should work to implement a community-wide awareness program focusing on bystander intervention.

The following report is a compilation of the research the SAPG conducted for the purpose of collaboratively improving the response to sexual violence victims in our community.

Preface

We believe that this report details important aspects of the local sexual violence response. However, we understand that this report is only an initial look into the state of the sexual violence response in Tallahassee/Leon County. Though we made every effort to be as comprehensive as possible, we understand that this report likely does not fully capture what is and is not being done to address sexual violence in our community.

It is important to note that language around sexual violence is technical and may vary by location and agency. For this reason, we refer throughout the report to "sexual violence" to encompass incidents of sexual assault and battery, as well as other sex-related crimes.[10] Moreover, we understand that those directly victimized by sexual violence may identify with various descriptors, which may change throughout their healing process. For the purposes of this report, we refer to these individuals interchangeably as "victims" and "survivors."

In addition to differences in language specific to sexual violence, there are also interagency differences in role terminology. For example, though the Tallahassee Police Department uses the term "investigator" and the Leon County Sherriff's Office uses the term "detective," the terms are generally considered to be synonymous.

Finally, while the purpose of this report is to identify gaps in local and best practices, we would like to acknowledge and offer kudos to agencies that have recently or currently engaged in positive change efforts to better address sexual violence in Tallahassee/Leon County:

1. Tallahassee Community College (TCC) has an ongoing relationship with Refuge House. Last year, TCC proactively contacted Refuge House and worked with staff to record a video discussing campus sexual violence, Refuge House resources, and bystander intervention. This video is utilized for faculty, students, and staff. The video has been utilized in the student orientation process and linked to a blog written by the TCC Chief of Police.
2. The TCC Police Department has recently signed a memorandum of understanding with Refuge House to formalize their collaborative relationship.
3. Florida State University (FSU) created a full-time Sexual Violence Prevention Coordinator position within the Health Promotion Department of University Health Services.

[10] However, other terminology (e.g., "sexual assault") is used throughout the report when it is explicitly stated as by agencies, organizations, programs, or other citations.

4. FSU established the kNOw MORE Sexual Violence Prevention campaign. More information is available online.[11]
5. In January 2015, the Tallahassee Police Department (TPD) adopted a new policy on sexual assault investigations that was developed in collaboration with End Violence Against Women International (EVAWI).
6. TPD is requiring all sworn personnel to take five training courses on sexual assault investigations that were developed by EVAWI.
7. TPD sent two representatives to EVAWI's International Conference on Sexual Assault, Domestic Violence, and Campus Response in April 2015.
8. TPD created an informational guide specifically for victims of sexual violence in partnership with the Florida Council Against Sexual Violence.
9. In June 2015, TPD is hosting a two-day training on trauma-informed sexual assault investigations by the International Association of Chiefs of Police (IACP). The training is intended to be multidisciplinary and include law enforcement, prosecutors, victim advocates, and other individuals who may work with victims of sexual violence.
10. Refuge House already coordinates a local Sexual Assault Response Team (SART), with members representing multiple local agencies. SARTs are considered a best practice within communities. See Chapter 6: Interagency Collaboration for more information.
11. Refuge House and Tallahassee Memorial Hospital are working to create a stand-alone facility for sexual violence victims to receive forensic exams, separate from the emergency room. The TPD Special Victims Unit Sergeant has also toured stand-alone sexual violence facilities in other areas to assist in making local recommendations. This new space will facilitate better privacy and feature amenities not previously available to those receiving exams.
12. The City of Tallahassee, Leon County, and Tallahassee Community College all instituted improved personnel policies addressing domestic violence, sexual violence, and stalking. For more information on these policies, see Chapter 4: School and Workplace Response.

Finally, the CSWG would like to thank victim advocates, in all capacities and roles, who have always engaged in efforts to improve the community response to sexual violence.

[11] https://smr.fsu.edu

Chapter 1: Prevention

- *Anna Benbrook, FSU Health Promotion, Sexual Health Educator*
- *Kori Pruett, FSU Health Promotion, Sexual Violence Prevention Coordinator*
- *Dr. Cecile Reynaud, Tallahassee/Leon County Commission on the Status of Women and Girls, Commissioner*

Fact Finding

Tallahassee Parks, Recreation and Neighborhood Affairs

According to Ashley Edwards, Director of Tallahassee Parks, Recreation and Neighborhood Affairs, all youth head coaches, youth assistant coaches, baseball and softball league park board members, and upper league baseball umpires undergo a national background screening. This screening includes social security verification (i.e., address trace, local criminal record search, national criminal record search) and a sex offender registry check. All other volunteers are internally screened through the Florida Department of Law Enforcement (FDLE) sexual predator database, as well as the Department of Corrections' and Leon County Clerk of Court Public Records' websites. All prospective employees undergo a criminal background check through the City of Tallahassee's Human Resources Department and all camp counselors undergo a Level II background check as required by state law.

In addition, Edwards states:

> Our community recreation centers have previously hosted prevention workshops teaching youth self-defense techniques, how to protect themselves from online predators, the impact and potential consequences of their digital footprint, and how to properly report incidents that may occur.
>
> The centers have successfully partnered with the Leon County Sexual Violence Prevention Program Community Action Team. Representatives from the Action Team have visited the centers to deliver the "Be in the Know" program, a series of topics designed to help parents and teens learn about health, hygiene, dating and healthy relationships.[12]

City of Tallahassee Senior Center

According to Ruth Nickens, Health and Wellness Program Coordinator at the City of

[12] A. Edwards, personal communication, March 20, 2015

Tallahassee Senior Center (TSC) and CSWG Commissioner, TSC provides education focused on general safety and self-defense to its participants. Tanya Tatum, FAMU Student Health Services Director, shared that older adults are frequently vulnerable to sexual violence, as they may be unable to physically resist a perpetrator; may be taken advantage of due to diminished mental acuity (e.g., from dementia); and/or may be more frequently exposed, relative to other populations, to various individuals who are not well known to them in the course of their daily activities.

The Greater Tallahassee Chamber of Commerce

According to Barbara Boone, Vice President of Community Outreach for the Greater Tallahassee Chamber of Commerce, the Chamber is committed to strengthening the capital region and improving quality of life via a vibrant, engaged, and responsible business community. One of the mechanisms utilized by the Chamber to strengthen shared discourse is by hosting events and programs focused on topical and important community issues via the Professional Women's Forum or through Leadership Tallahassee's set of programs, including Youth Leadership Tallahassee. In addition, a number of Chamber members are non-profit service agencies that provide information and training in the area of sexual violence prevention.

Refuge House

According to its staff,[13] for over 10 years, Refuge House has contracted with the Florida Department of Health (FLDOH) to provide sexual violence prevention education to high school- and middle school-aged students. Currently, prevention education modules are presented in a five-session curriculum, allowing students to learn more, process the information over time, and practice the skills they have learned. Every year, Refuge House provides these prevention trainings to over 1,000 students. Because there is not a universal requirement that schools participate, some students never receive the curriculum. However, during fiscal year 2012/2013, Refuge House provided sexual violence prevention education to 2,682 individuals under their Department of Health grant. Of those, 40 were middle school students; 1,947 were high school students; and 325 were college/university students. Moreover, 2,462 individuals received prevention education in curricula delivered in five or more sessions.

Within higher education, in 2014, Jessica Pinto presented at all of Tallahassee Community College's (TCC) summer orientations, providing students with information on support services and sexual violence. More recently, through a collaboration between Refuge House

[13] Includes Meg Baldwin, Executive Director; Jessica Pinto, Training and Community Education Program Director; and Julia Kamm-Cohen, Former SART and Youth Services Coordinator.

and the TCC Police Department, Ms. Pinto recorded a video presentation that has been played at a number of orientations. The TCC Police Department has also posted Refuge House materials (e.g., posters, brochures) throughout campus. Refuge House continues to maintain a positive relationship with the TCC Police Department. In addition, Refuge House reports having established strong relationships with the Florida A&M University (FAMU) Office of Counseling Services and Rattler Wellness Center.

Within the larger community, Refuge House representatives attend various events centered on sexual and domestic violence to inform attendees about their available services. Refuge House also hosts multiple community events throughout the year, including fundraisers and awareness events during April and October, for Sexual and Domestic Violence Awareness Months, respectively. At present, they are engaging with more community partners, such as the Florida Department of Health in Leon, to work on awareness and healthy relationships programming for young adults. Although staff reports working most closely with the Florida Department of Health in Leon, they also work with many other organizations to provide Refuge House services as well as a broader range of education on domestic violence, sexual assault, and various related topics.

Florida Council Against Sexual Violence

The state sexual assault coalition, The Florida Council Against Sexual Violence (FCASV), does not provide continuous programs or specific education activities in the Tallahassee community, as it is a statewide organization. FCASV responds to specific training requests from the community, when appropriate, and has provided training to Florida State University (FSU) on sex offenders and campus sexual assault. FCASV staff members served on FSU's sexual assault prevention and intervention workgroup. FCASV's staff attorney and Director of Advocacy, Theresa Prichard, Esq., directs the Legal Assistance for Victims project, which provides direct legal services to victims in legal matters arising from sexual assault, including housing, education, public benefits, employment, and Title IX. Grace Frances, Director of Certification and Special Projects, and Sgt. Rich Mankewich of the Orange County Sheriff's Office, recently developed and delivered to law enforcement professionals in Palm Beach and Hillsborough Counties a daylong training on conducting trauma-informed sexual assault investigations.

FCASV staff members have received Green Dot (bystander intervention) training;[14] Jose Carval, Program Specialist, provided training on engaging men in prevention efforts; and Jennifer Dritt, Executive Director, serves on the Statewide Sexual Violence Prevention Plan Steering Committee, coordinated by the Florida Department of Health. Additionally, Donna

[14] More information on *Green Dot* is available throughout this report.

Brown, Research and Prevention Consultant, developed the pre- and post-tests used to evaluate the effectiveness of the Lauren's Kids, Inc. child abuse prevention curriculum for kindergarten, *Safer, Smarter Kids,* and conducted the evaluation. She will do the same for *Safer, Smarter Kids* grades 1-3 in fiscal year 2015-2016.

Florida State University

According to Mary Coburn, Vice President for Student Affairs, FSU adopted a sexual violence prevention program that addresses multiple levels and is based on evidence-informed practices. The Social-Ecological Model is used to address risk and protective factors at multiple levels (Individual, Peer/Partner, Organization, and Community).

On the individual level, FSU adopted the *Green Dot* bystander intervention program, an empirically supported model that uses the social diffusion theory[15] to encourage bystanders to intervene in harmful situations. In addition, all new students are expected to complete an on-line educational curriculum addressing sexual misconduct and bystander intervention.

On the Peer/Partner level, student organizations such as Men Advocating for Responsible Conduct (MARC) and the Women's Student Union (WSU) facilitate peer-to-peer conversations that challenge traditional gender roles, encourage survivor support, and promote healthy relationships and communication. Additionally, FSU's Men Measure Up campaign utilizes the social norms marketing approach to correct student misperceptions of norms impacting sexual violence. Furthermore, clinical staff in University Health Services identifies and addresses high-risk behaviors in efforts to treat each patient holistically and refer those who need additional support.

On the organization level, FSU's kNOw MORE campaign purports to send a strong no tolerance message and encourage all members of the FSU community to hold each other accountable for their behavior. All new FSU students participate in a peer-led discussion during orientation that addresses sexual misconduct. These messages are reiterated the first few weeks of school through the on-line educational curriculum, and again throughout the school year, through on-going campus conversations and other events (e.g., films, events, presentations, workshops).

As an organization, FSU offers resources, trainings, and help for all members of the university community. FSU's Safety and Security Committee composed of faculty, administrators, and students, addresses ways to improve campus safety and serves as an advisory board to the Vice President for Finance and Administration. Support services

[15] Rogers, E. M. (1983). *Diffusion of innovations* (3rd ed.). New York, NY: Free Press.

include the Victim Advocate Program, Employee Assistance Program, University Counseling Center, and University Health Services, among others. In addition, the FSU Police Department offers several risk avoidance and self-defense workshops while the office of Human Resources conducts trainings for all new employees along with online and in person trainings for current staff.

On the community level, FSU is an active partner to the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) and the Leon County Responsible Decision Making Coalition (LCRDMC). FSU staff is also active at community-sponsored events to raise awareness, provide resources, and educate the community.

FSU currently has a full-time Sexual Violence Prevention Coordinator, Kori Pruett.[16] According to Pruett, she is working on collaborating with student groups and departments on campus to create different prevention strategies for sexual violence. Currently, FSU hosts hour-long "open conversations" on campus, which focus on data, services, definitions, consent, and bystander intervention. During the 2014-2015 academic year, FSU Health Promotion held four open conversations focusing on sexual violence, with all Panhellenic chapters in attendance for at least one conversation. Separate conversations were held for all fraternity and sorority chapters on campus in both the Fall and Spring semesters.

Florida State University Police Department

According to Chief David L. Perry, the FSU Police Department's cornerstone rape prevention program is Rape Aggression Defense, also known as "RAD." Since FSU adopted the training program in 1996, thousands of women have attended the program. The mission of RAD is to develop and enhance the options of self-defense, so they may become viable considerations to a woman who is attacked. The FSU Police Department also presents a class called "Safe," which is a shortened version of risk avoidance, awareness, and self-defense. Additionally, the FSU Police Department has developed DAARRT, or the Drug and Alcohol Assisted Rape Reduction Team. This law enforcement and community based initiative, which is currently under development, is designed to address drug- and alcohol-assisted sexual batteries, where assailants rely upon drugs and alcohol as weapons to facilitate sexual violence.

Florida A&M University

According to Tanya Tatum, FAMU Student Health Services Director, beginning this summer, all incoming FAMU students will be expected to complete an online curriculum on sexual misconduct and bystander intervention. The on-line curriculum, *Haven*, targets college

students and provides basic information about sexual violence, bystander skill-building strategies, and more.[17]

Both the Office of Counseling Services and Student Health Services provide information to incoming students and their parents on the prevention of sexual violence and available services at New Student Orientation sessions. This information is also provided to incoming transfer and International students. The Title IX Coordinator also provides information to parents during orientation sessions.

The Office of Counseling Services and Student Health Services also provide sexual violence prevention presentations and programming to students in residence halls, classes, student organizations, Athletics, and many other venues. Both offices work with students to develop educational programs for national observances, such as Sexual Assault Prevention Month that occurs in April, and engage community providers to offer educational opportunities to students. A number of students have completed the volunteer training for Refuge House and bring back to campus a desire to engage other students in sexual violence prevention activities.

FAMU's student peer educators facilitate conversations about sexual and domestic violence, and develop opportunities to share information with other groups of students.
The Office of Counseling Services houses the Men of Strength program that engages collegiate men on sexual violence and dating violence prevention. The FAMU Chapter of Men of Strength has been ongoing for 5 years. The Men of Strength program was developed by Men Can Stop Rape and has been recognized by the Centers for Disease Control and Prevention (CDC) as one of the top programs in the country to successfully address gender violence.

Education and training opportunities on sexual violence prevention are provided campus-wide. The Department of Human Resources includes information in the training curriculum for new employees and several times throughout the year offers a workshop on Non-Discrimination and Harassment that includes information pertinent to Title IX. Faculty also receives information during the Faculty Pre-Planning Conference held every August. All staff in Residence Life participates in educational sessions on gender-based violence during their training programs scheduled in August and December. For several years, the FAMU Department of Public Safety participated in training on sexual violence facilitated by the Office of the State Attorney. Several officers are trained in the Rape Aggression Defense

[17] Everfi. (n.d.). *Haven*. Retrieved May 6, 2015 from http://www.everfi.com/haven

(RAD) program, which is available for students. Officers and other departmental staff will continue to receive training in sexual violence prevention and response.

The Office of Counseling Services houses the Victim Advocate that works with student victims of sexual assault, educating them on available services and options for reporting, as well as supporting the victim as they decide what steps to take to address their situation. Student Health Services offers a sexual assault survivor support group. The group meets monthly during fall and spring semesters and via GroupMe over the summer session. Medical staff receives training to support early identification and treatment for victims of sexual violence. Once identified, they work with victims to ensure they receive appropriate medical care and referrals. Two nurse practitioners have completed training as Sexual Assault Nurse Examiners (SANE). These clinicians have the ability to provide student victims with accurate information about forensic exams and are able to take the time to walk them through that process if the student requests.

The Division of Student Affairs implemented a new sexual misconduct policy as part of the Student Code of Conduct.[18] This document provides students with clear information about what actions/activities constitute sexual misconduct, explains consent, and outlines victim/survivor rights. The FAMU Sexual Misconduct Resource Guide is also available online.[19]

Planned Parenthood of North Florida

Dustin Arceneaux, Director of Education at Planned Parenthood (PP), shared that PP offers various presentations and educational opportunities to the North Florida community. Its curriculum standards are derived from the National Sexuality Education Standards (K-12), established by the Future of Sex Education. The curriculum focuses primarily on healthy relationships, self-esteem, and communication to the younger population. They have worked with high schools, middle schools, elementary schools, universities, youth detention centers, resource centers, and runaway shelters. See Appendix A for further explanation of PP educators, presentations offered, and detailed lesson plans.

Florida Department of Health

According to Tifini Austin, Sexual Violence Program Director at the Florida Department of Health (FLDOH), FLDOH's Sexual Violence Prevention Program is funded through the Centers for Disease Control and Prevention (CDC) and directly aids victims, provides

[18] Florida Agricultural and Mechanical University. (n.d.). *Department of Judicial Affairs: Welcome.* Retrieved May 6, 2015 from http://www.famu.edu/index.cfm?judicialAffairs&Welcome

[19] http://www.famu.edu/index.cfm?StudentAffairs&SexualMisconductResourceGuide

hotline services, conducts prevention education, and funds rape crisis centers. A description of Florida's Sexual Violence Prevention Program is available online.[20]

The FLDOH also provides local curriculums of over 15 different topics surrounding sexual violence prevention. Populations served include, but are not limited to, schools, churches, after school programs, parents, Capital City Youth Services, Date Street, Palmer Munroe Teen Center, Walker Ford Community Center, and Jack McLean Community Center. Facilitators have taken the 30-hour Advocacy Core Training (ACT) under FCASV. Florida's 2012-2017 Sexual Violence Prevention Strategic Plan is available online.[21]

Best Practices

New advances in the field of sexual and interpersonal violence prevention are changing the conversation from risk reduction practices to fostering meaningful discussion on the need for community response in order to truly eradicate these behaviors. According to Lee, Guy, and Perry (2008):

> To address sexual violence prevention in a truly comprehensive manner, strategies to prevent its initial perpetration and victimization (primary prevention) must reach the same level of efficacy and adoption as programs that respond to its consequences (p. 7).[22]

The content below examines new approaches to prevention by looking at best practices for sexual violence as well as essential components to prevention practices generally. Though the following discussion focuses on best practices from both the higher education and community lenses, it is important to note that these efforts and recommendations are not mutually exclusive. Prevention is comprehensive and cannot be implemented solely on or off campus.

Higher Education

Recently, national attention has been placed on universities and their handling of sexual violence. The 2014 White House report "Not Alone"[23] combines information from multiple levels that look at best practices for both response to and prevention of sexual violence.

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[20] http://www.floridahealth.gov/programs-and-services/prevention/sexual-violence-prevention/index.html

[21] http://www.floridahealth.gov/programs-and-services/prevention/sexual-violence-prevention/strategic-plan/index.html

[22] Lee, D. S., Guy, L., & Perry, B. (2008). Sexual violence prevention. In *Shifting the paradigm: Primary prevention of sexual violence* (pp. 7-9). Retrieved from http://www.acha.org/sexualviolence/docs/acha_psv_toolkit.pdf

[23] The White House Task Force to Protect Students from Sexual Assault. (2014). *Not alone*. Retrieved from https://www.notalone.gov/assets/report.pdf.

The White House Task Force was created to primarily look at protecting students from sexual violence, but the recommendations around prevention are applicable to both a community and university setting.

It is important to first mention the crucial components of an effective prevention strategy. All prevention efforts must be comprehensive, repeated, relative, and collaborative.[24] Prevention efforts should build on best available evidence and have a component that measures changes in behavior. Efforts must provide for multiple skills-based sessions. Hosting one-time sessions focusing on raising awareness or changing beliefs will not provide effective long-term advancements. The goal with prevention is to motivate both a behavioral and cultural change; this is most effective through intentional conversations and programs.[25]

Prevention is informed by the current climate. Data collection is essential to meeting the needs of the community. Educators need to be aware of trends in sexual violence both in perpetration and in the attitudes of community members around the issue.[26] The experience and knowledge of survivors and of those in the field, including advocates, educators, and practitioners, are key data sources in development.[27] During implementation of programs, evaluations should be conducted to determine changes in attitudes or thoughts around sexual violence.[28] Bystander intervention is a growing strategy of sexual violence prevention. Many of the universities funded through a CDC grant utilize bystander programs, including *Green Dot* and *Bringing in the Bystander*.[29]

There are only two programs that have robust evidence of effectiveness for preventing sexual violence: *Safe Dates* and *Shifting Boundaries*. The programs are developed for middle/high school students, but provide insight for the development of college programs.[30] Both programs focus on multiple interactions with students that build on

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[24] DeGue, S. (2014). Preventing sexual violence on college campuses: Lessons from research and practice. Retrieved March 22, 2015 from https://www.notalone.gov/assets/evidence-based-strategies-for-the-prevention-of-sv-perpetration.pdf.

[25] Ibid.

[26] Ibid.

[27] Davis, R., Parks, L.F., and Cohen, L. (2006). *Sexual violence and the spectrum of prevention: Towards a community solution.* Retrieved from Prevention Institute website: http://www.preventioninstitute.org/index.php?option=com_jlibrary&view=article&id=97&Itemid=127

[28] DeGue, S. (2014). *Preventing sexual violence on college campuses: Lessons from research and practice*. Retrieved March 22, 2015 from https://www.notalone.gov/assets/evidence-based-strategies-for-the-prevention-of-sv-perpetration.pdf.

[29] Ibid.

[30] Ibid.

information every session and cover topics like boundaries, consent, healthy relationships, and gender roles.[31] Results from both programs show a drop in sexual violence victimization and perpetration rates. Use of these programs as guidelines for university programs would hopefully result in the same decrease in sexual violence.

Another promising program, developed at the University of Kentucky, is *Green Dot*. *Green Dot* is a bystander intervention program that targets specific influential populations on campus for comprehensive bystander trainings.[32] A study conducted by the CDC examined high schools that implemented *Green Dot* and found a greater than 50 percent reduction in self-reported frequency of sexual violence perpetration.[33] *Green Dot* looks to engage all people in the conversation around power-based violence by meeting people where they are and asking them to be part of the solution. *Green Dot* is available for educational as well as community institutions.

Bringing in the Bystander is a program that began at the University of New Hampshire. The program utilizes training like *Green Dot*, but also developed a poster campaign to continue the conversation. The program finds that the media campaign helps to break through norms and promote a culture of change. *Bringing in the Bystander* contributes to research in the field of bystander intervention and is expanding its programs.[34]

Community

Sexual violence prevention in the community resembles initiatives on a college campus. It is essential to gather all key stakeholders and work towards expanding the conversation. There are two prominent models used for prevention in the community: 1) the Socio-Ecological Model, based on the CDC recommendations;[35] and 2) the Spectrum of Prevention.[36] The key is to ensure that all community stakeholders are at the table and have a voice in the conversation.

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[31] Ibid.

[32] Green Dot Etcetera. (2010). *Ending violence one green dot at a time.* Retrieved March 22, 2015 from https://www.livethegreendot.com

[33] Hautala, K. (2014, September 10). "Green Dot" effective at reducing sexual violence. *University of Kentucky News* [Lexington]. Retrieved from http://uknow.uky.edu/content/green-dot-effective-reducing-sexual-violence

[34] Prevention Innovation Research Center. (2015). *Bringing in the bystander*. Retrieved March 22, 2015 from http://cola.unh.edu/prevention-innovations/bystander

[35] Centers for Disease Control and Prevention [CDC]. (2014). *The Social-Ecological Model: A framework for prevention.* Retrieved March 22, 2015 from http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html

[36] Davis, R., Parks, L.F., and Cohen, L. (2006). *Sexual violence and the spectrum of prevention: Towards a community solution.* Retrieved from Prevention Institute website: http://www.preventioninstitute.org/index.php?option=com_jlibrary&view=article&id=97&Itemid=127

The Social-Ecological Model (see Figure 1) promotes a continuum of activities that address multiple levels of the model: Individual, Relationship, Community, and Societal.[37] The Individual level focuses on attitudes, beliefs, and behaviors. The Relationship level includes mentoring and peer programs. The Community level looks at social norms and marketing campaigns. The Societal level looks at the factors that create a climate in which violence is encouraged or inhibited. Prevention efforts must focus on each level and work together to create a change.[38]

Figure 1: The Social-Ecological Model[39]

The Spectrum of Prevention (see Figure 2) also looks at prevention through the lens of six levels: 1) strengthening individual knowledge and skills (e.g., work with high school students on equitable relationships); 2) promoting community education (e.g., hold religious and political leaders accountable for providing clear and consistent messages); 3) educating providers (e.g., train little league coaches); 4) fostering coalitions and networks (e.g., engage the business sector to foster workplace solutions); 5) changing organizational practices (e.g., add more emergency call boxes and lighting); and 6) influencing policies and legislation (e.g., pass comprehensive high school polices that address sexual health, including sexual violence prevention).[40]

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[37] Centers for Disease Control and Prevention [CDC]. (2014). *The Social-Ecological Model: A framework for prevention.* Retrieved March 22, 2015 from http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html

[38] Ibid.

[39] Ibid.

[40] Davis, R., Parks, L.F., and Cohen, L. (2006). *Sexual violence and the spectrum of prevention: Towards a community solution.* Retrieved from Prevention Institute website: http://www.preventioninstitute.org/index.php?option=com_jlibrary&view=article&id=97&Itemid=127

Figure 2: The Spectrum of Prevention[41]

[41] Ibid.

Chapter 2: Medical

- *Stephanie Land, Tallahassee/Leon County Commission on the Status of Women and Girls, Commissioner*
- *Tanya Tatum, Florida A&M University, Student Health Services, Director*

Fact Finding

Applicable Florida State Statutes

Chapter 794 of Florida Statutes, *Sexual Battery*, defines sexual battery, provides rules of evidence collection, mandates a duty to report sexual battery and the penalties for not reporting, mandates law enforcement to notify victims of their rights and services, provides for the access to services for victims of sexual battery, and mandates the notification to victims of the Rape Crisis Program, among others.[42]

Section 395.1021, Florida Statutes states:

> Any licensed facility which provides emergency room services shall arrange for the rendering of appropriate medical attention and treatment of victims of sexual assault through: (1) Such gynecological, psychological, and medical services as are needed by the victim (2) The administration of medical examinations, tests, and analysis required by law enforcement personnel in the gathering of evidence required for investigation and prosecution (3) The training of medical support personnel competent to provide the medical services and treatment as described in subsections (1) and (2).[43]

Current Local Practices

To assess current local practice, the SAPG reviewed applicable policies, procedures, standards, and guidelines governing medical practice regarding care of sexual violence victims. In addition, members interviewed Tallahassee Memorial Hospital's (TMH) nursing personnel as well as Child Protective Services' (CPS) personnel to gain an understanding of protocols and best practices processes. Furthermore, members created a listing of different health care organizations throughout Tallahassee/Leon County that may have direct access to victims of sexual violence. Finally, members made contact with these healthcare

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[42] Retrieved August 11, 2014 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0794/0794ContentsIndex.html&StatuteYear=2014&Title=%2D%3E2014%2D%3EChapter%20794

[43] Retrieved March 22, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0395/Sections/0395.1021.html

organizations to inquire about their policies, procedures, and best practices if a patient is suspected of having been or reports having been sexually victimized.

Refuge House

According to its Executive Director, Meg Baldwin, Refuge House is the only state-certified rape crisis/sexual assault services provider in Tallahassee/Leon County. Refuge House is the primary provider of forensic/medical exams for adult victims of sexual assault. The Refuge House Rape Crisis Program, known as the "SANE" (Sexual Assault Nurse Examiner) Program, is currently staffed by three SANE-A certified registered nurses, a Medical Director, and a 24/7 rotation of on-call rape crisis advocates, all contracted or employed by Refuge House. Within the eight counties it serves, the Refuge House SANE Program provides medical/forensic care to over 93% of all adult survivors of sexual assault every year seeking medical/forensic services in the aftermath of an attack, and covers 88% of a 24/7 schedule rotation. Currently, these services are provided and available in the Tallahassee Memorial Hospital (TMH) Bixler Emergency Center. All forensic/medical services provided by Refuge House are performed consistently with best practices guidelines established by the International Association of Forensic Nurses (IAFN), the Florida Office of the Attorney General, and the Florida Council Against Sexual Violence certification standards.

On occasion, victims may present to Capital Regional Medical Center, or the TMH Northeast Emergency Center for a forensic exam. Those patients may receive a forensic exam performed by medical staff at those facilities, or be transported to the TMH Bixler Emergency Center to have the exam performed by a Refuge House SANE nurse. TMH Bixler Emergency Center personnel may perform exams in the event that a Refuge House SANE nurse is not available.

Tallahassee Memorial Hospital

TMH, the only non-profit community hospital in Leon County, has implemented internal controls relating to sexual violence victims. These controls consist of implementing best practices; collaborating with Refuge House to provide forensic exams to victims of sexual violence; and having working relationships with law enforcement, Child Protection Services (CPS),[44] and Refuge House.

Higher Education

Both major universities in Tallahassee/Leon County, Florida State University (FSU) and Florida A&M University (FAMU), maintain health clinics. These health clinics provide

[44] For victims under the age of 18

medical services for students that have been sexually victimized; however, they do not perform forensic exams (i.e., "rape kits"). If a student patient wants a forensic exam, they are escorted to TMH. Both facilities have procedures and protocols for handling sexual violence cases.

Child Protection Team

The Child Protection Team (CPT) serving the Tallahassee/Leon County area is located in the headquarters building of Children's Home Society. CPT services are provided to children under age 18 who are alleged to be victims of physical or sexual abuse. The CPT facility offers a separate entrance that is not visible from the street to protect victim identity. The portion of the building where CPT services are provided is secure and can only be accessed by authorized personnel.

The medical exam room is decorated to provide a supportive and non-threatening environment to victims, with soft lighting and child-friendly colors. A fully stocked clothing closet is available to replace any clothing that must be kept for evidence if an investigation is still active when the exam is conducted. All children seen through CPT are given a stuffed animal when they leave.

Clinical staff (physicians and nurses) must complete special training before working with young victims of sexual abuse and specially trained licensed counselors are available to conduct interviews and provide ongoing therapy, if appropriate. The interview room is also child-friendly and is equipped with a non-invasive video taping system so victims do not have to repeat their story. These videos can be used as evidence in court proceedings.

Tallahassee Veterans Affairs Outpatient Clinic

According to Cheri Monger, Military Sexual Trauma (MST) Coordinator for the Lake City Veterans Affairs Medical Center, the U.S. Department of Veteran's Affairs (VA) uses the term "MST" to refer to sexual assault or repeated, threatening sexual harassment that occurred during a veteran's military service. Recently, services provided by the VA were expanded to include active National Guard and Reservists who experience MST if they are on weekend drill or deployed. The Tallahassee VA Outpatient Clinic serves local veterans, which includes the provision of MST services outlined below.

The VA responds to MST in a variety of ways. Since 1992, the VA has been developing programs and policies to improve its ability to identify MST survivors and ensure that they have access to specialized care. For example, all veterans seen in VA healthcare settings are asked if they experienced MST. All treatment for physical and mental health conditions

related to MST is free and unlimited in length. The VA engages in outreach to veterans about services available and ensures that staff receives training on MST-related issues. As with disabilities due to other experiences during military service, veterans can receive compensation for disabilities or injuries resulting from MST.

Veterans do not need to have a disability rating (that is, be "service-connected"), have reported the incident(s) at the time, or have other evidence that MST occurred in order to receive free MST-related care. There are no time limits on eligibility for this care, meaning that Veterans can seek out treatment even many years after discharge.

Written Policies Regarding Sexual Violence

To the best knowledge of the contributors to this report, many medical establishments (e.g., doctor's offices, health clinics) do not have a written sexual violence policy for their practitioners. The majority of establishments who do not have a written policy refer patients to TMH. Some primary care physicians and well-woman service providers refer their patients to TMH.

For a listing of major local community agencies and organizations with and without written policies for sexual violence, please refer to Table 1. In addition to those providers included in Table 1, the SAPG reached out to a small sample of individual physicians and found that existence of written policies regarding sexual violence is inconsistent between providers.

Table 1: Written Sexual Violence Policies among Major Community Agencies and Organizations

Organization	Clientele	Written Policies
Capital Regional Medical Center	General medical and emergency medical	Yes, offers patient options to a) report to law enforcement and b) have a forensic exam (performed by physician or mid-level provider with a nurse present); Refuge House victim advocate services contacted
Tallahassee Memorial Hospital	General medical and emergency medical	Yes

Organization	Clientele	Written Policies
TMH Emergency Center—Northeast	General medical and emergency medical	Yes
Child Protection Center	Children only emergency medical and counseling care center	Yes
Refuge House Medical/Forensic	All sexual assault victims age 18 and older, certified rape crisis center	Yes
Capital Health Plan	Members-only medical care center	No, refers to local hospitals
Gynecology and Obstetrics Associates, Inc.	Female medical care	Yes
North Florida Women's Health and Counseling Services, Inc.	Female medical care	No
Veteran's Administration Outpatient Medical Treatment	Military only medical services	Yes
Florida Department of Health in Leon	Community medical services	Yes, follows Florida Department of Health policies for assessment and referrals; refers to Refuge House or, in the case of a recent assault, the emergency room of the victim's choice
Bond Community Health Center	Community medical services	Yes, refers to Refuge House
Neighborhood Health Services	Community medical services	No, refers to TMH
Planned Parenthood	Community medical services	No, refers to TMH
Florida State University Health Services	FSU students	Yes, refers to TMH for forensic exams
Florida A&M University Student Health	FAMU students	Yes, refers to TMH for forensic exams

Becoming a SANE Certified Nurse

According to Micheala Denny, Program Development Director of the Florida Council Against Sexual Violence (FCASV), there is no Florida certification for SANE nurses, only the national certification offered through the International Association of Forensic Nurses (IAFN).[45] SANE nurses undergo extensive training to perform their duties.

Meg Baldwin shared that SANE nurse credentials are defined at three levels: SANE trained (40 hours of initial training), SANE qualified/competent (clinical and other training criteria met, according to local program), and SANE certified (requires at least two years of SANE experience). All Refuge House SANE nurses are SANE-A certified.

The IAFN recommends that registered nurses (RNs) have at least two years of practice prior to becoming a SANE.[46] After completion of the SANE training, a clinical skills course must be completed with competency demonstrated. According to the IAFN, the minimum course hours to apply to sit for the Commission for Forensic Nursing Certification examinations are as follows:[47]

- **Adult/Adolescent**—a minimum of 40 hours of coursework; 40 nursing continuing education contact hours, or academic credit or the national equivalent; and clinical components, not calculated as a part of the 40 hours.
- **Pediatric/Adolescent**—a minimum of 40 hours of coursework; 40 nursing continuing education contact hours, or academic credit or the national equivalent; and clinical components, not calculated as a part of the 40 hours.
- **Combination Adult/Adolescent and Pediatric/Adolescent**—a minimum of 64 hours of coursework; 64 nursing continuing education contact hours, or academic credit or the national equivalent from an accredited educational institution; and clinical components, not calculated as a part of the 64 hours.

Each course must provide nursing contact hours, nursing academic credits, or a national equivalent that demonstrates proof of hours and course content. More detailed information about SANE training is available through the IAFN.[48]

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[45] M. Denny, personal communication, February 5, 2015

[46] International Association of Forensic Nurses [IAFN]. (2013). *Sexual assault nurse examiner (SANE) education guidelines*. Retrieved March 23, 2015 from http://c.ymcdn.com/sites/www.forensicnurses.org/resource/resmgr/Education/Sexual_Assault_Nurse_Educati.pdf

[47] Ibid.

[48] Ibid.

The FCASV provides more information on SANE competency and certification in Florida on their website.[49]

Limitations of Information

We recognize that this section of the report only touches the surface regarding community health care providers' response to sexual violence. Notable missing providers include, but are not limited to, The Apalachee Center, nursing homes, adult day centers, and child daycare centers. While Group members attempted to obtain as much information as possible, the Group experienced difficulty in getting information from neighborhood hospitals and clinics regarding whether they had written policies regarding patients who have possibly experienced sexual violence. Of the five neighborhood health clinics, only three responded to information inquiries.

Concerns

Based on the information provided to us, the SAPG has two concerns regarding SANE examinations. First, TMH's and CPS' examination tables are situated in a manner that could allow for privacy violations and may make the victim more uncomfortable than necessary (i.e., the beds face the door; when someone opens the door, the victim is exposed). Second, TMH does not currently have restroom facilities available in its sexual violence exam room. There is no toilet, sink, or shower in the forensic exam room for sexual violence victims. However, the SAPG is aware that Refuge House is currently working with TMH to improve the overall experience for victims receiving a SANE exam by creating a new, separate facility for exams.

Best Practices

The Office on Violence Against Women (OVW) developed a national protocol for sexual assault medical forensic examinations under the supervision of the Attorney General in accordance with the Violence Against Women Act of 2000.[50] The Protocol was created through consultation with national, state, local, and tribal experts on sexual violence.[51] In April 2013, the OVW released an updated national protocol.[52] The protocol provides an

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[49] Florida Council against Sexual Violence. (2014). *Competency and certification*. Retrieved March 22, 2015 from http://www.fcasv.org/sites/default/files/Competency%20and%20Certification%20Revised%20March%202013_0.pdf

[50] U.S. Department of Justice, Office on Violence Against Women. (2013). *A national protocol for sexual assault medical forensic examinations* (2nd ed. (NCJ 228119)). Retrieved from https://www.ncjrs.gov/pdffiles1/ovw/241903.pdf.

[51] Ibid.

[52] Ibid.

outline for the focused training of health care providers who desire to perform as Sexual Assault Forensic Examiners (SAFEs). The principles included within the protocol present a course of action to train SAFE applicants to work together with additional responders in order to carry out the healthcare, forensic, and instruction/material requests of adult and adolescent sexual violence victims who require a health forensic assessment. This outline is anticipated to direct those who create, amend, manage, and/or carry out SAFE instruction concerning the basic points of training needed to train participants for their position.

Though these principles do not provide specific timeframes for the initial SAFE training, it is currently accepted among the majority of associations and persons who present fundamental instruction that the educational segment should, at a minimum, last 40 hours.

To obtain certification, RNs must complete the educational component, followed by supervised practice to document competency, and finally pass the IAFN certification exam.[53] Though there are no specific training requirements for medical personnel who conduct forensic exams, the IAFN does outline competency objectives.[54] More information on competency versus certification is available through the FCASV.[55]

[53] Florida Coalition against Sexual Violence. (2014). *Competency and certification*. Retrieved March 22, 2015 from http://www.fcasv.org/sites/default/files/Competency%20and%20Certification%20Revised%20March%202013_0.pdf

[54] Ibid.

[55] Ibid.

Chapter 3: Follow-Up

- *Julia Kamm-Cohen, Former SART and Youth Services Coordinator for Refuge House*[56]
- *Sara LaTorre, Tallahassee Police Department, Victim Advocate*

Fact Finding

Refuge House

Refuge House is recognized as the primary rape crisis provider across the eight counties of the Big Bend. Follow-up services are provided for a victim to feel informed, supported, and empowered. Refuge House offers a wide array of free services to survivors of sexual violence at all stages of healing, whether the violence occurred recently or in the distant past.

If a survivor comes to Refuge House through the Rape Crisis Response Program, a sexual violence counselor will call the survivor within two to three days after the hospital visit. The counselor provides information for medical follow-up services, as well as counseling services. If the survivor is interested in seeking counseling, a counseling appointment can be scheduled over the phone.

If any survivors are interested in receiving services and have not been through the Rape Crisis Response Program, they can call the 24-hour hotline (850-681-2111). The hotline advocates will send referrals to the appropriate staff members, who will then contact the survivor within two to three days.

Refuge House provides free and confidential individual and group counseling to survivors. Secondary survivors, including friends, partners, and family members of survivors, are also eligible for counseling services. It is not uncommon for secondary survivors to experience vicarious trauma, or just need someone to talk to about their own feelings. Counseling services for secondary survivors are also free and confidential.

Both short-term and long-term counseling services are available. Individuals receiving short-term counseling can receive up to 12 sessions. With supervisor approval, a counselor may be able to see the individual beyond the 12 sessions. A licensed clinical social worker (LCSW) provides long-term counseling, without any session number limits. This means that the survivor may see the LCSW for years.

[56] Community contributor and former Refuge House employee

There is no limit as to how often a survivor can seek services. For example, a survivor who has received counseling from Refuge House may always come back in the future to receive additional counseling. Refuge House currently has four sexual violence counselors, each focusing on one of the following: human trafficking and prostitution; mental illness and long-term counseling; teenagers, college students, and young adults (12 years and older); and all other survivors. Refuge House staff can assist the survivor with filing for victim compensation, and certified staff members can assist with filing for Sexual Battery Relocation.

Refuge House also provides victim advocacy and accompaniment services. Counselors, as well as victim advocates, will accompany survivors to important appointments, such as meetings with law enforcement, court proceedings, and doctor appointments. With written release from the survivor, Refuge House staff may advocate on the survivor's behalf. Examples of advocacy include contacting law enforcement investigators, advocating to school or workplace officials, and advocating to other programs within Refuge House.

By state law and rule, as the certified rape crisis provider in Tallahassee/Leon County, Refuge House is required to provide six core services set forth in Florida Statute 794.055:

- 24-hour hotline,
- Information and referral,
- Crisis intervention,
- Advocacy/accompaniment,
- Community awareness, and
- System coordination.

In addition, Refuge House provides the "enhanced" services, therapy, and medical intervention, set forth in Florida Statute 794.055. Refuge House's operations are reviewed every two years to assure compliance with all quality assurance measures for program and organizational management.

Law Enforcement

After sexual violence occurs, law enforcement advocates are available through the Tallahassee Police Department (TPD) and the Leon County Sheriff's Office (LCSO). Both agencies provide crisis intervention services and follow-up. Depending on which local law enforcement agency is handling a reported case, a victim advocate from either TPD or LCSO may be called. If LCSO is handling the case, it notifies one of its victim advocates, who then

responds to the hospital or scene to provide advocacy. TPD may request one of its victim advocate's presence at any time they feel one is beneficial during the initial report. After the initial report is received, the responding agency's victim advocates reach out to the victim and inform them of their rights, educate them on the investigative process, assist with filing for victim compensation, and assist with connecting them to available community resources, such as Refuge House, campus advocates, or other social service agencies. Law enforcement victim advocates may accompany victims during investigative interviews, assist with filing for an injunction, and act as a liaison between victim and investigator. A victim may request to speak to a law enforcement victim advocate with no obligation to complete a report. Law enforcement advocates are available 24/7, and provide on-going services, as needed, to sexual violence victims.

Local Universities

Our local universities, Florida State University (FSU) and Florida A&M University (FAMU), have victim advocates available to assist students, faculty, and those who have been victimized by enrolled students. FSU victim advocates will respond to hospitals to provide crisis intervention services to victims of on-campus sexual violence. Much like the above-mentioned law enforcement advocates, they can accompany victims to investigative interviews, make referrals for counseling, provide education on the criminal justice process, and assist with filing for victim compensation. Campus advocates cater to the special needs of the student population; they can advocate to faculty and administration on behalf of the student and educate victims on the judicial student conduct process and Title IX. Campus advocates will provide services on a continuous basis, including through the criminal prosecution phase.

Department of Children and Families

For youth (i.e., up to age 22) victims of sexual abuse who are in the Child Welfare system, there are specialized services available through the Department of Children and Families (DCF) and the local child welfare organization, Big Bend Community-Based Care (CBC).

If DCF receives a call to the Abuse Hotline alleging that a child is suspected or known to have been sexually exploited, that case must be assigned to DCF child protective investigators and CBC case managers who have specialized intensive training in handling cases involving a sexually exploited child. The training must have occurred prior to receipt of such cases.

If the youth is involved with the Department of Juvenile Justice (DJJ), the DJJ juvenile probation staff or contractors administering the detention risk assessment instrument

must receive specialized intensive training in identifying and serving sexually exploited children.

Throughout these cases, regular multidisciplinary staffings for sexually exploited children must be conducted by DCF, Big Bend CBC and its contracted providers to ensure critical sharing of information is known to all providers and parties. These staffings should include parties or providers across systems, including, but not limited to:

- Child's guardian ad litem,
- Juvenile justice system staff,
- School district staff,
- Service providers, and
- Victim advocates.

Child Protection Team

Child victims of sexual violence receive follow-up services through the Child Protection Team (CPT) of Children's Home Society. After the incident is reported, CPT staff will maintain contact with the family for 60-90 days, make referrals for counseling, and notify them of other social service agencies available in the community.

State Attorney's Office

When a case moves to the criminal prosecution phase, the State Attorney's Office victim advocates begin to assist. State Attorney's victim advocates can assist with all resources and referrals mentioned above, as well as keep victims informed on all judicial hearings and the victim's right to be present and heard at such hearings. State Attorney's Office victim advocates act as a liaison between the victim and the State Attorney's Office to ensure that the victim's wishes are heard. They also provide emotional support, including accompaniment during deposition and trial, and help the victim prepare a victim impact statement.

It is important to note that the roles in which advocates serve and the services they provide are not limited to what is listed above. The follow-up needed is individual to each victim as part of the victim's healing process.

Best Practices

There is no singular standard protocol or timeline established for what is considered best practice when following up with victims of sexual violence, for which there may be two reasons. First, societal focus is currently on the investigation and prosecution of

perpetrators to hold them accountable. Second, because victim service providers aim to both honor victims' rights to self-determination and empower victims by enabling them to make their own decisions throughout the healing process, there is no singular recognized best-practice approach to victim follow-up. In fact, this individualized approach to follow-up is a best practice in and of itself, meaning follow-up does not necessarily look consistent from one victim to the next.

Applicable State Statutes

Listed below are Florida State Statutes that pertain to follow-up treatment of sexual violence victims.

Per 2014 Florida Statute 794.052,[57] law enforcement:

> …must assist the victim in obtaining medical treatment, if medical treatment is necessary as a result of the alleged incident; provide a forensic examination, and advocacy and crisis-intervention services from a certified rape crisis center and provide or arrange for transportation to the appropriate facility.

Per Florida Statute 794.055, victims who have reported the offense to law enforcement must have access to sexual battery recovery services, which "include the following services:

1. A telephone hotline that is operated 24 hours a day and answered by a sexual battery counselor or trained volunteer, as defined in s. 90.5035
2. Information and referral services
3. Crisis-intervention services
4. Advocacy and support services
5. Therapy services
6. Service coordination
7. Programs to promote community awareness of available services
8. Medical intervention

For victims who have not reported the offense to law enforcement:

[57] Retrieved March 18, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=794.052&URL=0700-0799/0794/Sections/0794.052.html

1. A telephone hotline that is operated 24 hours a day and answered by a sexual battery counselor or trained volunteer, as defined in s. 90.5035
2. Information and referral services
3. Crisis-intervention services
4. Advocacy and support services
5. Therapy services
6. Service coordination
7. Programs to promote community awareness of available services."[58]

Additional information on victims' rights that can apply to sexual violence victims can be found in Florida State Statute 960 (*Victim Assistance*).[59] This statute has information on a victim's right to be present and heard. Additionally, it provides information on victim compensation and relocation funds. The Violence Against Women Act of 2005 (reauthorization) requires states receiving Services, Training, Officers, Prosecutors (STOP) Formula Grant funds to ensure that victims of sexual violence have access to forensic examination, regardless of reporting status. That is, victims do not have to report to law enforcement in order to receive a forensic examination and have that examination paid for with Crimes Compensation funds, administered by the Office of the Attorney General.

As the certified rape crisis services provider in our community, Refuge House must demonstrate continuing compliance with all program and operations certification standards required by the Florida Department of Health, Florida Council Against Sexual Violence, and Florida Statute 794.056 (2). Refuge House was the first rape crisis program in the State of Florida to be certified.

Additional information on victims' rights can be found in Chapter Five: Investigation and Prosecution.

Additional Best Practices

While working with sexual violence victims, it is important to empower them to exercise their rights. Therefore, it is imperative that law enforcement officers allow the victim access to a victim advocate as soon as an allegation has been made and through every step

[58] Retrieved March 18, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0700-0799/0794/Sections/0794.055.html

[59] Retrieved March 18, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0900-0999/0960/0960ContentsIndex.html&StatuteYear=2014&Title=%2D%3E2014%2D%3EChapter%20960

of the investigative process. A 2013 Human Rights Watch report, which investigated the D.C. Metropolitan Police Department's mishandling of sexual abuse cases, recommended allowing a victim to have one full sleep cycle before a primary interview is conducted, and returning a victim's call within one business day.[60] Applying these principles to follow-up care can create an environment where a victim can feel believed and cared for following sexual violence.

Another suggested best practice is for a victim to have access to crisis-based advocacy response 24/7. Sexual violence causes a great amount of trauma, so it is important for a victim to have access to an advocate when a need arises, whether it is immediately after or in the years following the violence.

According to Sara LaTorre, TPD Victim Advocate, a final best practice for consideration is ensuring that a victim is aware of what information is kept confidential. During the process, some advocates may have a duty to report or can be subpoenaed to a court of law. A victim needs to know the circumstances under which the right to confidentiality applies. Follow-up care is completely focused on what the victim needs to regain control of after sexual violence occurs. Each individual is unique, so it is important that each community is equipped to provide a response that fits each victim's healing path.

[60] Human Rights Watch. (2013). *Capitol offense: Police mishandling of sexual assault cases in the District of Columbia.* Retrieved March 18, 2015 from http://www.hrw.org/sites/default/files/reports/us0113ForUpload_2.pdf

Chapter 4: School and Workplace Response

- *Jennifer Gagen, FSU Victim Advocate Program, Assistant Director*
- *Kori Pruett, FSU Health Promotion, Sexual Violence Prevention Coordinator*

Fact Finding

In addition to the information provided below, information on employment screenings per Florida Statute can be found in Appendix B.

Leon County School Board

The Leon County School Board has a domestic violence leave policy, which grants leave for an employee if he/she or a family or household member is the victim of domestic or sexual violence.[61] There are limitations to the leave and proper notification/proof is suggested. In order for the leave to be paid, employees must also exhaust all annual or vacation, personal, and sick leave prior to utilizing the domestic violence leave. Domestic violence leave is kept confidential.

The Leon County School Board also complies with Title IX. There are both formal and informal complaint processes. An informal process will find interim measures to help assist the complainant and may potentially look at mediation or increased educational material to help the matter, or change in job or assignment for the complainant. A formal complaint process will use the investigation process and question witnesses, collect evidence, interview both parties, and inform the respondent of the charge. The finding should be made within 20 business days of receiving the report. The policy also prohibits retaliation against the complainant.

All information on the policy and procedure must be disseminated to School Board staff and school employees. The policy requires training for District students and staff where appropriate.

Leon County

All employees have the right to report forms of harassment to a supervisor. Employees may also report to the Human Resources Director or Employee Relations Manager. If the complaint involves a County Commissioner, employees are directed to approach supervisors. If it involves the Chairman or the employee is uncomfortable presenting the issue to supervisors, the County will make a referral to a private law firm outside the

[61] Retrieved March 22, 2015 from http://www.neola.com/leon-fl/search/policies/po3430.02.htm

County's jurisdiction to investigate. After that referral, the other party can be notified. Interviews with all parties and those who might have knowledge will be interviewed. The accused has the opportunity to respond verbally and/or in writing.

The policy also allows the County to investigate incidents of violent behavior on- or off-duty. It also applies to members of the public who are violent toward County employees. Employees are required to report violent behaviors or observed actions using the Workplace Violence Report Form. If a person is convicted of a felony or misdemeanor that is violent, she or he is required to notify his or her supervisor within one day.

Leon County's Human Resources policies and procedures can be found on their website.[62]

In 2013, the Violence Against Women and Girls Committee of the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) provided over 100 hours of technical assistance to local bodies to develop workplace policies that would specifically address violence, including sexual violence.[63] On September 10, 2013, the Board of County Commissioners of Leon County voted to approve Policy No. 13-2, *Domestic Violence, Sexual Violence, and Stalking in the Workplace*.[64] The policy specifically states that, "Leon County will not tolerate acts of Domestic Violence, Sexual Violence, or Stalking in its Workplace, or the use of Leon County resources by Employees to perpetrate such acts."[65] In addition to assisting the Board of County Commissioners of Leon County, the CSWG also assisted the City of Tallahassee Commission and Tallahassee Community College with their policies (see below).

Leon County Sheriff's Office and Leon County Jail

According to Leon County Sheriff's Office (LCSO) Lieutenant James McQuaig, LCSO initiates a criminal investigation for all cases of sexual violence reported to them. In addition to a criminal investigation, if the alleged perpetrator in a case is an LCSO employee, Internal Affairs (IA) conducts a separate, parallel investigation to determine if and which policies the employee violated, as well as determine internal consequences for any violations.

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[62] http://cms.leoncountyfl.gov/Home/Departments/Human-Resources

[63] Tallahassee/Leon County Commission on the Status of Women and Girls. (2012). *Report on the Status of Women and Girls - 2012*. Retrieved March 30, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2013/10/CSWG-2012-Full-Report.pdf

[64] Board of County Commissioners: Leon County, Florida. (2013). *Domestic violence, sexual violence and stalking in the workplace*. Retrieved from http://www.leoncountyfl.gov/bcc/policy/pdf/11-06.pdf

[65] Ibid.

General Order 52.1, pertaining to IA investigations, is available on the LCSO website.[66] The Orders describe the duties of IA to inform parties of the outcome, start a criminal investigation if needed, and keep complaints secure.[67] IA has 180 days to complete the internal investigation. There is also a policy prohibiting retaliation. The LCSO policies also apply to the Leon County Jail. The Leon County Jail Inmate Handbook is available online.[68]

City of Tallahassee

The City of Tallahassee's Administrative Policies and Procedures Manual, Section 706, outlines personnel policies and procedures related to working conditions. Section 706.08 states:

> It is the policy of the City of Tallahassee as both an employer and representative institutional model for community standards to reasonably provide for a work environment, facilities, and programs which are civil, safe, secure, and free from threats, intimidation, abusive behavior, and physical and emotional violence. Acts of any type of violence, direct or indirect verbal threats, stalking, aggressive or intimidating behavior, provocation or bullying, which could lead to violence, will not be tolerated.[69]

On October 18, 2013, the City revised personnel policy 706.09, Domestic, Sexual, and Dating Violence and Stalking. Specifically, the Statement of Policy reads:

> The City of Tallahassee recognizes that domestic violence, sexual violence, dating violence, and stalking are workplace issues and impact the workplace even if the incidents occur elsewhere. Such acts, including but not limited to the above violent behaviors, direct or indirect verbal threats, aggressive or intimidating behavior, or provocation which could lead to violence, will not be tolerated. Any such behaviors perpetrated by an employee during on- or off-duty periods are prohibited. In addition, the City recognizes that being a victim of such violence can cause physical and psychological harm, as well as compromise the safety of victims, co-workers and the public.

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[66] Leon County Sheriff's Office [LCSO]. (n.d). *General orders.* Retrieved June 2, 2015 from http://www.leoncountyso.com/tools/general_orders.asp

[67] Ibid.

[68] Leon County Sheriff's Office, Leon County Jail. (2014). *Inmate handbook: Rules, regulations, and general information*. Retrieved June 2, 2015 from http://www.leoncountyso.com/leon-county-jail/inmate-handbook

[69] City of Tallahassee. "Administrative policies & procedures: Personnel policies and procedures manual." Internal Document.

> Violence also impacts the City of Tallahassee in a number of ways including lost productivity, increased health care costs, increased absenteeism, and increased employee turnover.[70]

Tallahassee Community College

Similar to Leon County and the City of Tallahassee, Tallahassee Community College (TCC) recently implemented a policy denouncing violence. Adopted November 17, 2014, Policy No. 03-35 states:

> Tallahassee Community College (TCC) strongly disapproves of violence against women, men or children in any form, whether as an act of workplace violence or in any student's or employee's personal life.
>
> The College recognizes that domestic violence, dating violence, and stalking are society issues and impact the campus and workplace even when incidents occur elsewhere. Domestic violence can spill over into the workplace, compromising the safety of both victims and co-workers.[71]

Per the policy, TCC is committed to providing reasonable accommodations to any student, faculty member, or staff member who has experienced, or is helping a family member who has experienced, domestic violence, dating violence, or stalking. Sexual violence is expressly mentioned in regard to leave time:

> The College will work in collaboration with the student, faculty or staff member to provide reasonable and flexible leave options when a student, faculty or staff, or a child, spouse, or parent of a student, faculty or staff, is a victim of domestic violence, sexual violence, dating violence, and stalking.[72]

Florida State University

Florida State University (FSU) has issued comprehensive sexual misconduct guidance, which states:

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[70] Ibid.

[71] Tallahassee Community College Board of Trustees. (2014). *Domestic violence, dating violence, and stalking*. Retrieved March 22, 2015 from https://presentations.tcc.fl.edu/BOT/policy/Documents/03.0%20-%20General%20Administration/3-35%20-%20Domestic%20Violence,%20Dating%20Violence,%20and%20Stalking.pdf

[72] Ibid.

> Sexual misconduct, including sexual harassment, sexual violence (rape, sexual assault, domestic violence, dating violence, & stalking), and all other forms of sex discrimination are violations of University policy and contrary to the University's values, which recognize the dignity and worth of each person. They are also illegal. Sexual misconduct will not be tolerated by Florida State University, whether by faculty, staff, students, visitors, or others. If you have experienced sexual misconduct, FSU wants to help.[73]

In September of 2014, the University launched the kNOw MORE initiative, which is dedicated to raising awareness on campus about responsible conduct and the meaning of consent as well as prevention, intervention, and resources for sexual assault victims. The knowmore.fsu.edu website is a one-stop location for information about sexual violence. The site clearly outlines how to report an incident, answers frequently asked questions, and lists important contact information and resources available to students and employees, including the Victim Advocate Program and the University Counseling Center.

FSU maintains and disseminates a Title IX Statement,[74] Sexual Harassment Policy, Non-Discrimination Policy, and Sexual Battery Policy, all of which prohibit sex and gender-based violence. These policies can be found online on FSU's website.[75] Informal and formal complaint procedures are offered under these policies to address reports of misconduct. Complainants are protected against retaliation under FSU policies.

All FSU employees receive training regarding sexual misconduct related policies and procedures upon hire. Advanced training courses are offered throughout the year. FSU also offers Domestic Violence Leave and Sexual Violence leave, 4-OP-C-7-E1.11,[76] to assist employees if they or a family or household member have been a victim of sexual or domestic violence.

Best Practices

Community Best Practices

It is important to address interpersonal violence in the workplace and school. In the Tallahassee/Leon County Commission on the Status of Women and Girls' (CSWG) report, *A Call to Action: Improving the Status of Women and Girls in Tallahassee/Leon County 2013-*

[73] Florida State University. (2014). *Sexual misconduct resources.* Retrieved April 23, 2015 from http://compliance.hr.fsu.edu/PDF/SexualMisconductResources.pdf

[74] http://hr.fsu.edu/?page=eoc/eoc_sexual_misconduct

[75] Ibid.

[76] http://policies.vpfa.fsu.edu/personnel/3i.html

2014, best practice approaches were identified and recommendations were made.[77] Specifically, adoption of the Domestic Violence, Sexual Violence, and Stalking in the Workplace Policy was encouraged.

As previously stated, both Leon County[78] and the City of Tallahassee[79] adopted these policies in recent years. In November 2014, Tallahassee Community College adopted a version of the policy as well.[80] Based on several recommendations[81] included in *A Call to Action*, once best practices are identified, the next step is to encourage implementation. The report also identifies the need for more interagency collaboration, as well as training by local experts at various public and private institutions.

Title IX/Sexual Misconduct Policies

Nationally, strong attention has been placed on university response to sexual misconduct. Based on the *Not Alone* report from the White House,[82] the following are best practices for a Title IX/ Sexual Misconduct Policy:

1. Ensure representation from all areas of campus including, but not limited to: LGBTQ+ groups, law enforcement (campus and local), survivors, providers, and administration.
2. Consider retaining an outside expert and encourage a vetting period to allow for significant feedback.
3. Ensure that the policy is in multiple languages and readily available for students with disabilities.
4. Coordinate the policy with other institutional policies and procedures.
5. Once the policy is prepared, widely publicize and hold mandatory trainings.
6. Ensure that the policy is prepared and that it is accessible online.

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[77] Tallahassee/Leon County Commission on the Status of Women and Girls. (2014). *A Call to Action: Improving the Status of Women and Girls in Tallahassee/Leon County 2013-2014*. Retrieved March 22, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2014/06/A-Call-to-Action_PDF.pdf

[78] Board of County Commissioners: Leon County, Florida. (2013). *Domestic violence, sexual violence and stalking in the workplace*. Retrieved from http://www.leoncountyfl.gov/bcc/policy/pdf/11-06.pdf

[79] The City's policy has been shared with City leadership and through them with employees. In addition, it is easily accessible to all employees through the City's intranet site.

[80] Tallahassee Community College Board of Trustees. (2014). *Domestic violence, dating violence, and stalking.* Retrieved March 22, 2015 from https://presentations.tcc.fl.edu/BOT/policy/Documents/03.0%20-%20General%20Administration/3-35%20-%20Domestic%20Violence,%20Dating%20Violence,%20and%20Stalking.pdf

[81] Recommendations 18, 19, 20, 43-61

[82] The White House Task Force to Protect Students from Sexual Assault. (2014). *Not alone*. Retrieved from https://www.notalone.gov/assets/report.pdf

Model for Title IX/Sexual Misconduct Policies

Based on *Not Alone*, a suggested model policy for Title IX/sexual misconduct is as follows:[83]

1. Introduction (School statement)
2. Scope of Policy (Identify all things covered by the school's policy, applies to all persons, and brief confidentiality)
3. Options for Assistance Following an Incident of Sexual Misconduct
    a. Immediate
    b. Ongoing
4. Title IX Coordinator
5. Definitions (Conduct prohibited by the policy, and additional terms that must be defined like consent and incapacitation)
6. Reporting Policies and Protocols
7. Investigation Procedures and Protocols
8. Grievance/Adjudication Procedures
9. Prevention and Education
10. Training

[83] Ibid.

Chapter 5: Investigation and Prosecution

- *Natalie Kato, Human Rights Watch, US Southern State Policy Advocate*
- *Rose Rezaei, Florida State University, University Health Services, Assistant Director of Health Promotion*
- *Sara Saxner, Tallahassee/Leon County Commission on the Status of Women and Girls, Commissioner*

Fact Finding

There is importance in understanding the processes of investigation and prosecution in cases involving power-based violence, which include cases of sexual assault, rape, intimate partner/relationship violence, stalking, and sexual harassment. For purposes of the charge set forth by the SAPG, the following information will focus on the state and local processes of investigation and prosecution. However, institutions of higher education typically have their own procedures of investigation and prosecution.

Rights Under the State of Florida

According to Florida Constitutional Amendment, Article I Sec. 16. (Rights of accused and of victims):[84]

> In all criminal prosecutions the accused shall, upon demand, be informed of the nature and cause of the accusation, and shall be furnished a copy of the charges, and shall have the right to have compulsory process for witnesses, to confront at trial adverse witnesses, to be heard in person, by counsel or both, and to have a speedy and public trial by impartial jury in the county where the crime was committed. If the county is not known, the indictment or information may charge venue in two or more counties conjunctively and proof that the crime was committed in that area shall be sufficient; but before pleading the accused may elect in which of those counties the trial will take place. Venue for prosecution of crimes committed beyond the boundaries of the state shall be fixed by law.

[84] Retrieved March 18, 2015 from http://www.leg.state.fl.us/Statutes/Index.cfm?Mode=Constitution&Submenu=3&Tab=statutes#A1S16

Applicable Florida State Statutes

Florida Statute 960: Victims' Rights in Court and Clemency Proceedings

General victim rights are included in Chapter 960 of Florida Statutes.[85] Regarding victim rights in court and clemency proceedings, victims of crime are entitled to information concerning services and protection available to victims of adult and juvenile crime, notification of scheduling changes, advance notification concerning judicial proceedings and the right to be present at those proceedings, an opportunity to be consulted by the state attorney to express their views, prompt return of property held for evidentiary purposes unless there is a compelling law enforcement reason for retaining it, notification to employer for cooperation in the prosecution of the case and explanation to creditors the reason for such serious financial strain, notification of the right to request restitution and submit an impact statement, information concerning the escape of the defendant, and general victim assistance.

Victims' next of kin will be sent information explaining the capital clemency process and notification that a Florida Commission on Offender Review Investigator will be requesting an interview and the nature of the interview. Victims will be offered the opportunity to submit written impact information in lieu of an interview, notification and explanation of a clemency hearing, and the opportunity to be present and submit a written or oral statement at the clemency hearing. Upon request, victims may receive copies of the actual transcript of any statements or testimony of the inmate.

Under F.S. 960, victims of sexual crimes have rights afforded to them by Florida law. Rights specific to victims of sexual violence are found in other statutes aside from the general victims' rights. Rights specific to sexual violence victims include, but are not limited to the:

- Right to have the defendant tested for HIV and Hepatitis B;
- Right for the victim's identifying information to be "blacked out" of court documents;
- Right for a victim's prior sexual history to be protected from questioning;
- "An offender's use of a prophylactic device, or a victim's request that an offender use a prophylactic device, is not, by itself, relevant to either the issue of whether or not the offense was committed or the issue of whether or not the victim consented;"[86]

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[85] Retrieved March 18, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0900-0999/0960/0960ContentsIndex.html&StatuteYear=2014&Title=%2D%3E2014%2D%3EChapter%20960

[86] Florida Statute 794.022. (2014). Sexual battery—Rules of evidence.

- Right to a victim's manner of dress not be relevant to the issue of consent;
- Right to have the courtroom cleared when a victim of sexual violence is testifying;
- Right to have the victim of sexual violence remain in the courtroom during the testimony of other witnesses, even though this is in direct conflict with the rule of sequestration;
- Right for the identity of a sexual violence victim to be protected by the media; and
- Right for the forensic medical exam to be covered by the Crimes Compensation Fund and not charged to the victim.

Additional information on victims' rights can be found in Chapter Three: Follow-Up.

Florida Statute 918: Conduct of Trial

In Chapter 918.16 of Florida Statutes, sex offenses are discussed.[87] In a trial:

> If the victim of a sex offense is testifying concerning that offense in any civil or criminal trial, the court shall clear the courtroom of all persons upon the request of the victim, regardless of the victim's age or mental capacity, except that parties to the cause and their immediate families or guardians, attorneys and their secretaries, officers of the court, jurors, newspaper reporters or broadcasters, court reporters, and, at the request of the victim, victim or witness advocates designated by the state attorney may remain in the courtroom.

Roles of Statewide and Local Agencies

State's Attorney

The role of the State's Attorneys is to prosecute criminal cases. The decision to prosecute a case related to sexual violence is the decision of the State Attorney, regardless of any objections by the victim.

The Florida Attorney General's Division of Victim Services

Florida's Constitution recognizes the importance of victims in judicial proceedings. The Florida Attorney General's Division of Victim Services serves as an advocate for crime victims and victims' rights and administers a compensation program to ensure financial assistance for innocent victims of crime. As part of its responsibility, the Division also notifies victims of the statuses of any appellate decisions regarding their cases.

[87] Retrieved March 18, 2015 from http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0900-0999/0918/0918ContentsIndex.html&StatuteYear=2014&Title=%2D%3E2014%2D%3EChapter%20918

State Attorney's Office

According to an inquiry report[88] prepared for the Tallahassee/Leon County Commission on the Status of Women and Girls by The State Attorney's Office (SAO), 2nd Circuit, Leon County prosecuted 436 cases of sexual violence between January 2009 and November 2014. One hundred twenty-eight cases involved adult victims of sexual violence. Out of 436 total cases, 20 were dismissed without being prosecuted by the office. From January 2014 through November 2014, there were 104 cases of sexual violence in Leon County, with 26 cases involving adult victims. See Appendix C for the full inquiry report.

No statistics are kept on cases that were submitted to office for review, but denied for prosecution.

Florida State University Police Department

According to Chief David L. Perry, Florida State University Police Department criminal investigators attend advanced law enforcement training addressing sex crime investigations and human trafficking, as well as training geared toward working with victims who have been subjected to sexual trauma.

Leon County Sheriff's Office

According to the Leon County Sheriff's Office (LCSO) General Order (GO) 41.12, *Sexual Violence*:

> Law enforcement response to sexual violence shall not be based on the status or profession of the victim or perpetrator, or the nature of the relationship between the victim and perpetrator. High priority shall be assigned to ensuring victim safety, preserving and collecting physical evidence, and referral to appropriate services.[89]

Outlined in the policy includes responsibilities pertaining to the Consolidated Dispatch Agency, initial response/investigation and victim support, deputies providing a written offense/incident report, and the follow-up investigation. Information also includes arrest procedures and collecting of "Jane Doe" Physical Evidence Kits.[90]

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[88] See Appendix C.

[89] Leon County Sheriff's Office [LCSO]. (2014). *General order 41.12: Sexual violence*. Retrieved March 23, 2015 from http://www.leoncountyso.com/tools/dms_documents/2147.pdf.

[90] Ibid.

LCSO has a Victim Advocate Unit.[91] The LCSO advocates assist in providing emotional and moral support, conducting on scene crisis intervention and grief and bereavement counseling, identifying and informing victims of their rights under the law, and ultimately acts as a liaison between the victim, deputies, detectives, and community based agencies. The Victim Advocate Unit offers assistance with filing a victim compensation claim, helps prepare victims for court injunction hearings, and provides court advocacy and accompaniment. Benefits available through Victim Compensation include wage loss, loss of support, disability, funeral/burial expenses, treatment expenses, mental health, property loss reimbursement, domestic violence relocation, sexual battery relocation, and human trafficking relocation.[92] As a continual advocate for the victim, the Unit will provide information regarding case status, and provide transportation to court, offer referrals to shelters, and help with safety planning. For more information on LCSO victim advocacy, refer to Chapter Three: Follow-Up.

LSCO has a Violent Crimes Unit with two Sergeants and eight Detectives who report to the Violent Crimes Section Lieutenant and the Criminal Investigations Bureau Captain.[93] Working on a wide variety of cases, the Unit handles harassing phone calls, violations of injunctions, child abuse, sex crimes, robberies, death investigations, and homicides. Detectives usually have experience in other units before moving to the Violent Crimes Unit. The Unit often works with other units including Internet Crimes Against Children, Victim Advocates, and Crime Scene Unit.

Under Florida State Statute 960,[94] victims have the right to be informed, present, and heard when relevant at all crucial stages of a criminal proceeding. In the case of a minor, the victim's parent or guardian is given notice. In the case of a homicide, the next of kin of a victim is given notification.

Tallahassee Police Department

Revised on January 16, 2015, TPD's General Order (GO) 50 outlines the investigative

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[91] Leon County Sheriff's Office [LCSO]. (2012). *Victim advocate.* Retrieved March 23, 2015 from http://www.leoncountyso.com/divisions/criminal-investigations/victim-advocate

[92] Office of the Attorney General, Bureau of Victim Compensation. (n.d.). *Bureau of Victim Compensation*. Retrieved April 23, 2015 from http://myfloridalegal.com/webfiles.nsf/WF/MRAY-8CVP5T/$file/BVCVictimCompensationBrochure.pdf

[93] Leon County Sheriff's Office [LCSO]. (2012). *Violent crimes unit*. Retrieved March 23, 2015 from http://www.leoncountyso.com/divisions/criminal-investigations/violent-crimes-unit

[94] Retrieved March 18, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0900-0999/0960/0960ContentsIndex.html&StatuteYear=2014&Title=%2D%3E2014%2D%3EChapter%20960

process of sexual batteries. Specifically, the GO 50 policy reads, "When investigating sexual battery incidents, Department members shall focus first on the physical and mental care for the victim and then the criminal investigation."[95] GO 50 outlines procedures regarding call taking protocols, responding officer responsibilities, transporting the victim to the hospital, sexual assault evidence kit protocols, investigator on-scene responsibilities, interview protocols, post investigative follow-up review with victim advocacy protocols, juvenile sexual battery victims, delayed reporting of sexual battery incidents, and jurisdictional concerns.[96] See Appendix D for TPD GO 50, Sexual Battery Investigations.

According to GO 50, the primary responsibility of responding officers and investigators is to focus on care for the victim and then the investigation. This initial contact is critical by the officer in an effort to establish a rapport and work cooperatively with the victim through the investigation. With the recent update to GO 50, it is now required that an investigator respond to all sexual batteries, regardless of a time delay in reporting.

TPD GO 51, Sexual Offender/Predator, provides guidelines for a sexual predator and offender program for community notification of a sexual predator. There are general guidelines, outlining processes for internal notification, community notification, address verifications, and documentation.[97]

In addition to its patrol officers, TPD has dedicated personnel that handle sexual violence cases. The Special Victims Unit (SVU), Violent Crimes Unit – North, and Violent Crimes Unit – South has one sergeant and six investigators each. TPD has recently added one additional SVU investigator and has requested funding for an additional SVU investigator in fiscal year 2016. Additionally, TPD has four full-time victim advocates to assist victims (See Chapter 3: Follow-Up). As part of their work, members of SVU and victim advocates attend the local Sexual Assault Response Team meetings.

TPD provided the CSWG with a general investigative checklist for situation assessment, on-scene investigative tasks, locating and interviewing the suspect, and notifications. The Department also provided a sexual assault investigative checklist with the previously stated sections, including special sections for both adult victims of sexual battery and for

[95] Tallahassee Police Department [TPD]. "General orders manual: Sexual battery investigations." Internal Document.
[96] Ibid.
[97] Tallahassee Police Department. (2011). General orders manual—Sexual Predator/Offender. Internal document.

child victims of sexual and lewd and lascivious batteries. See Appendix E for these checklists.

Information from 2010 to present for adult sexual battery cases reported and number of arrests is found in the table below. According to TPD SVU Sergeant Joanna Baldwin, "The number of arrests indicates the number of cases with an arrest, but does not indicate the number of charges for each case. Many times, there are multiple charges for different crimes in each case. These numbers also do not reflect the number of juvenile lewd and lascivious cases that were reported." Table 2 shows TPD's accounting of sexual battery cases from 2010 to 2014:

Table 2: Sexual Batteries, 2010-2014

Year	Forcible Rape Reports	Arrests
2010	130	23
2011	107	17
2012	115	25
2013	160	21
2014	198	46

TPD's Sexual Battery Investigation Process

The investigation process includes many steps, the order of which may differ on a case-by-case basis. These steps may include, but are not limited to:

- First report of the incident to law enforcement;
- Medical treatment of the victim;
- Sexual assault forensic examination of the victim;
- Collection of evidence;
- Collection of photographs;
- Victim services;
- Interview of victim, witnesses, suspects;
- Analysis of evidence;
- Presentation of facts to SAO;
- If probable cause exists or charges are approved by SAO, an arrest may be made or warrants obtained;
- Arrest of suspect; and
- Case then goes into the court system.

TPD has recently updated its policies and procedures related to sexual battery investigations. At TPD, the investigation begins with the patrol officer, who takes the original report from the victim. If the victim reports to the hospital for a forensic exam, a Refuge House representative will meet the victim there. If the victim reports to Tallahassee Memorial Hospital, a Sexual Assault Nurse Examiner will collect evidence for possible future analysis. If the victim reports to Capital Regional Medical Center, a physician or mid-level provider performs a forensic exam with a nurse present. The victim is given a victim's rights pamphlet[98] and the TPD Sexual Battery Information Guide pamphlet. See Appendix F for the TPD Sexual Battery Information Guide, which includes TPD's Chart of Victim Reporting Options.

TPD has developed a stand-alone interview room for victims of sexual batteries. The room is comforting and allows victims to be interviewed discretely. It is in the process of being outfitted with audio/video capabilities.

All reported sexual battery cases are reviewed and assigned to the Criminal Investigations Division. The case is assigned to an investigator with the SVU. These investigators handle all sexual-related crimes.

The investigator works closely with the victim to ensure his or her emotional and physical needs are met, then begins to focus on the investigative process. This investigative process with the victim includes interviews and identifying any evidence, witnesses, and the suspect(s).

The investigator will ensure the victim's information is provided to a TPD Victim Advocate. The advocate will reach out and make contact with the victim. The advocate's role is to support the victim, explain the process and services available, and explain how the case may move forward. The advocate is there to answer any questions the victim may have regarding the case or to serve as a liaison with the investigator and the victim. The advocate also assists the victim with victim compensation paperwork. For more information on TPD victim advocacy services, refer to Chapter 3: Follow-Up.

Each case has its own set of circumstances. If an arrest is not made immediately in a sexual battery case, once an investigator has enough information, or once the investigation is complete, TPD may present the information to the SAO for review. At that point, the SAO

[98] Retrieved May 6. 2015 from http://www.talgov.com/Uploads/Public/Documents/tpd/pdf/victim.pdf

determines if there is enough evidence to move forward with criminal charges. If charges are approved, a warrant for the suspect's arrest is obtained.

If no arrest is made, the TPD investigator and the advocate will reach out to the victim and explain this. The victim is given an opportunity to review the report, discuss any questions with the investigator, and make a statement about the report.

TPD Training for Individuals Involved in Handling and Investigating Sexual Battery Cases

When a new investigator is assigned to the SVU, she or he is paired with a veteran SVU member who shadows them on calls until the new investigator is comfortable working independently.

SVU seeks to participate in any available sex crimes training. The below trainings are attended when available:

- Online training from End Violence Against Women International (EVAWI)
- Two-day Non-Stranger Sexual Assault Response and Investigation
- Five-day Sex Crimes Investigations Course at the local law enforcement academy

In addition, TPD is actively seeking out new training opportunities. All sworn law enforcement personnel at TPD are actively participating in five online training modules through EVAWI. The 32-hour training is scheduled to be completed by June 30, 2015 and includes the following modules:

- Effective Report Writing: Using the Language of Non-Consensual Sex (3 hours)
- Dynamics: What Does Sexual Assault Really Look Like? (4 hours)
- Victim Impact: How Victims are Affected by Sexual Assault and How Law Enforcement Can Respond Successfully (8 hours)
- Preliminary Investigation: Guidelines for First Responders (6 hours)
- Interviewing the Victim: Techniques Based on the Real Dynamics of Sexual Assault (11 hours)

In May 2015, the Department sent two SVU investigators to the 2015 International Conference on Sexual Assault, Domestic Violence, and Campus Response in New Orleans, Louisiana as well as two investigators to the Southern Police Institute's Sexual Battery Investigations School, hosted by the University of Louisville.

In June 2015, TPD is hosting a two-day International Association of Chiefs of Police sex

crimes investigation class in Tallahassee.

Best Practices

Better relations with victims lead to better results. In other words, ensuring that the victim is treated well and feels that she or he can trust law enforcement and the prosecutor leads to more effective cooperation and an increased likelihood of the perpetrator being held accountable.

The importance of a victim-centered approach, versus one that emphasizes quickly closing cases, cannot be overstressed. According to a report released by Human Rights Watch, "a Model Policy published in 2005 by the International Association of Chiefs of Police stresses the importance of officers' and investigators' attitudes towards victims in ensuring victims' cooperation and ability to cope with the emotional effects of the crime" (p. 3).[99]

Training

Good policing and victim confidence begin with the victim's initial contact with law enforcement. Training patrol officers to respond to sexual violence is key, as an improper initial response may sabotage the entire investigation. In fact, the training police normally receive with respect to investigation of other crimes can be counterproductive if applied to sexual violence survivors. Officers should be trained in the effects of trauma on memory and should avoid traditional interrogation techniques, which could cause the victim to shut down.

TPD reported to the SAPG that its SVU investigators attend specialized sexual assault training when available, including the training by EVAWI, which is one of the leaders in sexual assault law enforcement response. TPD should continue to send as many SVU investigators as possible to this type of training to ensure high standards. TPD hosted an eight-hour non-stranger sexual violence seminar, in collaboration with the Florida Council Against Sexual Violence, at Tallahassee Community College (TCC); TCC Police Department officers attended the training. LCSO and law enforcement bodies at Florida State University and Florida A&M University should also make every effort to send their sexual assault investigators to these types of trainings to ensure that all victims receive the respect they deserve during the investigative process.

Contact with Law Enforcement

Proper training for law enforcement officers is only the first step. Law enforcement

[99] Human Rights Watch. (2013). *Improving police response to sexual assault.* Retrieved March 23, 2015 from http://www.hrw.org/sites/default/files/reports/improvingSAInvest_0.pdf

agencies should review their internal practices to ensure that they are as victim-centered as possible.

The first responding officer should limit the amount of information gathered from a sexual violence victim immediately after the sexual violence incident, and follow-up interviews should be delayed, unless there are pressing circumstances that require the immediate identification and arrest of the accused individual.[100] TPD and LCSO both appear to use this model for investigations, but could improve upon the current practice by having an internal policy that, when possible and practical, allows for the same investigator to contact the victim every time, regardless of overtime concerns.

Interview Techniques and Environment

Constructive reforms for the victim interview process have generally focused on making it easy for the victim to meet with the investigators by providing transportation, ensuring childcare issues are resolved, and, when appropriate, interviewing the victim in a place where she or he is comfortable, even if it is the victim's home. At a minimum, departments should ensure the environment is comfortable and that the interview is conducted privately, such as in an interview room rather than in a cubicle.

If the above-mentioned techniques are not currently practiced by local law enforcement, agencies should review their internal policies to ensure that they implement these or similar reforms. For example, even allowing the victim to, when possible, do the interview or the SANE exam first can help the victim feel more in control of the situation, an important step in the healing process.

Taping an interview can be helpful because it allows the investigator to concentrate on the exchange and avoid inconsistencies in victim testimony resulting from inaccurate notes. It appears that both LCSO and TPD are in the practice of videotaping victim interviews, and this practice should be continued, provided the victims give their consent.

Advocates

LCSO, TPD, and the SAO all appear to have robust victim advocacy programs and rely on the advocates to empower the victim. Law enforcement agencies can improve their victim advocacy programs by ensuring their advocates receive ongoing training and reducing caseloads to ensure that each victim receives the individual attention she or he deserves.

[100] Ibid.

Chapter 6: Interagency Collaboration

- *Gail Dixon, Tallahassee/Leon County Commission on the Status of Women and Girls, Commissioner*

Fact Finding

Interagency collaboration is a fundamental component of a community response to the issue of sexual violence. Every element of response – prevention, victim services, criminal justice, and long-term social change – is dependent upon positive working relationships.

Such collaboration is essential in order to:

- Provide a compassionate response to victims at every stage of the process;
- Build culturally competent services;
- Address violence at both individual and systemic levels;
- Integrate prevention, intervention, and recovery approaches;
- Streamline access to victim services;
- Hold offenders accountable;
- Provide consistent responses through the civil and criminal justice system; and
- Address sexual violence as a major public health, criminal justice, and social justice concern.

Reporting requirements from funders and confidentiality restrictions can be barriers to this kind of coordination, but these barriers might be overcome with sufficient political will. For example, the Tallahassee Community College Police Department has recently signed a memorandum of understanding with Refuge House to formalize their collaborative relationship.

In its 2013-2014 report, the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) completed an extensive study on the issue of violence against women and girls, including sexual violence.[101] This study included a public hearing conducted on June 17, 2013. One of the key findings of the public hearing was the continuing need for improved information sharing (with the consent of the victims) by law enforcement,

[101] Tallahassee/Leon County Commission on the Status of Women and Girls. (2014). *A Call to Action: Improving the Status of Women and Girls in Tallahassee/Leon County 2013-2014*. Retrieved March 22, 2015 from http://tallahasseeleoncswg.com/wp-content/uploads/2014/06/A-Call-to-Action_PDF.pdf

human services, and healthcare-related agencies in order to ensure efficient and effective services are provided with the least amount of intrusive, duplicative efforts that re-victimize people seeking help.
The report cited the compelling testimony of "Jane Doe," a survivor of sexual violence, who praised the compassion of local service providers, but indicated that there are gaps that still need to be addressed in order to have a truly comprehensive response that addresses the multiple needs of victims of violence.[102] Speakers at the aforementioned public hearing emphasized that the victim has to provide information over and over again as she or he moves from one agency to another.

Tallahassee/Leon County has a local organization that facilitates collaboration between agencies serving victims of sexual violence. The local Sexual Assault Response Team (SART), coordinated by Refuge House, holds monthly meetings and works on issues surrounding sexual violence. Its membership is open and comprised of representatives from law enforcement, Refuge House, local universities, and others who work with survivors of sexual violence in Leon County. End Violence Against Women International (EVAWI) recognizes the SART approach as a best practice throughout the United States.[103]

Tallahassee/Leon County also has a Sexual Assault Nurse Examiner (SANE) program, operated by Refuge House out of the Tallahassee Memorial Hospital (TMH) Bixler Emergency Center. The SANE program is also recognized nationally as a best practice in providing effective victim-centered response to sexual violence.[104] This program provides specially trained nurse examiners to conduct the forensic examination (i.e., evidence collection) for sexual violence victims who seek assistance through law enforcement, medical professionals, and/or victim services organizations. TMH has standards regarding and a special area designated for forensic evidence collection. The Florida Council Against Sexual Violence (FCASV) trains nurses. There is a very short supply of trained nurse examiners.

Best Practices

The CSWG provided the following recommendations regarding interagency collaboration

[102] Ibid.
[103] End Violence Against Women International [EVAWI]. (2015). *SARRT overview.* Retrieved May 6, 2015 from http://www.evawintl.org/PAGEID7/Best-Practices/Resources/SARRTs
[104] Department of Justice: Office of Public Affairs. (2013, April 24). Justice Department releases updated protocol to improve standards for responding to rape and sexual assault. Retrieved from http://www.justice.gov/opa/pr/justice-department-releases-updated-protocol-improve-standards-responding-rape-and-sexual

as part of the 2013-2014 report:

> Local service providers should work to develop a shared protocol for services to victims of sexual and domestic violence. The protocol should include common data/information collection, appropriate releases, and confidentiality protections to help victims who report crimes and seek assistance so that they are not revictimized by having to retell their stories repeatedly and that they are not forced to go to multiple venues to obtain services (p. 74).

Interagency collaboration is generally understood as a mutually beneficial and well-defined relationship entered into by two or more individuals or organizations to achieve common goals. Commonly, such collaboration includes a commitment to:

- A definition of mutual relationships and goals,
- A jointly developed structure and shared responsibility,
- A mutual authority and accountability for success, and
- A sharing of resources and rewards.

Collaboration is a more formal relationship than communication, consultation, or coordination. It involves long-term, specifically defined roles; shared responsibility; and accountability. Interagency collaboration may be undertaken on a voluntary basis by organizations serving the same client populations or addressing the same social problems or it may be mandated by funders or through legislative action. The intent of interagency collaboration is generally two-fold: 1) to increase positive outcomes for the persons being served, and 2) to improve system efficiency and effectiveness.

Because there are so many components in the prevention of sexual violence and the response to its victims and survivors, interagency collaboration may be required both within and across service sectors. For example, specialized collaboration between law enforcement and the judicial system may occur in addition to broader community collaboration, such as a SART. For the purposes of this report, best practices within single sectors of the community (e.g., medical, law enforcement) are described in those sections. This portion of the report addresses the broader context of interagency collaboration for the purpose of community decision-making, resource allocation, and accountability.

The most widely recognized best practice for a comprehensive community response to sexual violence is a SART, members of which generally include victim advocates, law

enforcement officers, forensic medical examiners, forensic scientists, and prosecutors. Multidisciplinary SARTs work together to formalize interagency guidelines that prioritize victims' needs, hold offenders accountable, and promote public safety.

According to the National Sexual Violence Resource Center, in addition to using data to inform planning, SARTs should engage in the following functions in order to improve the community's response to sexual violence:

- "Evaluate the response to sexual violence through victim experience surveys, focus groups, or interviews;
- Evaluate the quality of services victims received when SART agencies refer victims to other community resources;
- Identify and address gaps in the availability of community support services for victims;
- Determine available options for victims not pursuing a criminal justice response; [and]
- Disseminate a community resource/referral list for providers not actively involved in the SART" (pg. 3).[105]

The FCASV has identified SART as a best practice for Florida, indicating that SARTs provide victims with a more effective, caring response from each discipline.[106] This approach also encourages communities to promote guidelines for monitoring and evaluating practices within agencies and across disciplines, which enables stakeholders to expand their focus beyond their own areas of responsibility in ways that they may not have considered without being at the collaborative table. SARTs are positioned to spot gaps and problems in specific cases quickly and to proactively address issues, which benefits victims now and in the future.

As previously stated, the Tallahassee and Leon County community has a SART, which achieves many of the goals listed above. However, one critical gap in the local response is the absence of a shared data system that can allow for tracking a single incident or case through the continuum from the point of contact with the service system (not only law enforcement) and through various stages of law enforcement, judicial, medical, and

[105] National Sexual Violence Resource Center. (2011). *Sexual assault response team development: A guide for victim service providers*. Retrieved March 23, 2015 from http://www.nsvrc.org/sites/default/files/Publications_NSVRC_Guide_SART-Development.pdf

[106] Florida Coalition Against Sexual Violence [FCASV]. (2009). *SART: Sexual assault response teams.* Retrieved March 23, 2015 from http://www.fcasv.org/training/sart

support service delivery. Concerns regarding confidentiality, lack of shared terminology, multiple reporting needs and data points, differing priorities, and the significant number of outcomes to be tracked have traditionally deterred efforts to develop such collaborative information management. In addition, disagreements among participating agencies over who "owns" the data and how the data will be used may be seen as an obstacle. However, a clear understanding of the entire picture of the community's response to this critical issue is essential if we are to improve outcomes for survivors.

There is, however, some research being conducted on how to implement shared data systems for sexual violence. EVAWI assisted in facilitating the Making a Difference (MAD) Project, wherein professionals working with sexual violence victims submitted anonymous data to a shared data tracking spreadsheet.[107] Between January 2005 and December 2006, researchers collected data from eight disparate locations in the U.S.:[108] Austin, TX; Bozeman, MT; Columbia, SC; Grand Rapids, MI; Jacksonville, FL; San Diego, CA; Kansas City, MO; and Washington, D.C.[109] In each location, five primary disciplines participated in MAD: 1) law enforcement, 2) prosecution, 3) forensic medicine, 4) community-based victim advocacy, and 5) system-based victim advocacy.[110] Professionals from the 40 participating agencies contributed in two ways: 1) they provided data on all felony-level sexual assault cases handled during data collection, and 2) they took a primary role in the development of data collection forms.[111] It is important to note that cases were excluded if they were based on the victim's inability to consent (e.g., victim's age, victim's institutionalization).[112]

A total of 9,398 cases were submitted to the MAD Project, with data on:[113]

- Victim gender
- Victim race/ethnicity
- Victim age at assault
- Victim age at contact (e.g., police report, forensic exam, services sought)

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[107] End Violence Against Women International [EVAWI]. (2015). *Making a Difference Project: Basic research design.* Retrieved March 30, 2015 from http://www.evawintl.org/mad.aspx?subpage=5

[108] Sites were not randomly selected due to practical concerns.

[109] Lonsway, K. A. (2012). *Summary of research methods for the "Making a Difference" (MAD) Project*. Retrieved from End Violence Against Women International [EVAWI] website: http://www.evawintl.org/images/uploads/ResearchMethods.pdf

[110] Ibid.

[111] Ibid.

[112] Lonsway, K. A., Archambault, J., & End Violence Against Women International [EVAWI]. (n.d.). *MAD data findings: Sexual assault cases of police prosecutors, forensic examiners, and victim advocates*. Retrieved June 2, 2015 from http://www.evawintl.org/images/uploads/BasicDataFindings_12-07-09.pdf

[113] Ibid.

- Victim drug/alcohol use
- Victim injury
- Suspect(s) gender
- Suspect(s) race
- Suspects(s) age
- Suspect(s) drug/alcohol use
- Relationship between victim and suspect
- Sex acts involved in the assault
- Type of assault (e.g., force, threat, fear; incapacitated; unconscious; disability)
- Completed vs. attempted sexual assault
- Tactic used to commit assault (i.e., weapon, physical force, verbal threat, chemical restraint)

In addition to the aforementioned variables, discipline-specific (i.e., law enforcement, medical, prosecution, advocacy) data was collected.[114] Specific MAD data findings are available online.[115]

EVAWI has publicized all of its original research materials, which are available for agencies to tailor and implement at their discretion.[116] The original tracking forms were updated in July 2009 based on "lessons learned" feedback provided by participants at a Research and Reform Summit.[117] Original and revised materials are available on the EVAWI website.[118]

As part of their training bulletins, EVAWI explores recommendations for law enforcement regarding clearing or closing their cases, with several recommendations that may inform a collaborative tracking system.[119] Those recommendations include:[120]

- "Track information about case outcomes, including whether or not cases are referred for prosecution and whether or not the prosecutor files formal charges" (p. 4)

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[114] Ibid.
[115] Ibid.
[116] End Violence Against Women International [EVAWI]. (2015). *Making a Difference Project: Basic research design.* Retrieved March 30, 2015 from http://www.evawintl.org/mad.aspx?subpage=5
[117] End Violence Against Women International [EVAWI]. (2015). *Making a Difference Project: Research materials.* Retrieved March 30, 2015 from http://www.evawintl.org/mad.aspx?subpage=6
[118] Ibid.
[119] End Violence Against Women International [EVAWI]. (2013). *Training bulletin—Police clearance methods: Best practices.* Retrieved from http://www.evawintl.org/Library/DocumentLibraryHandler.ashx?id=58
[120] Ibid.

- "Eliminate the pressure on officers, investigators, and supervisors to clear a high percentage of their cases" (p. 6)
- "Use alternative procedures for inactivating cases" (p. 6)
- "Use graphics to visually review the balance of cases in the various dispositional categories" (p. 7)

More information on these recommendations can be found online.[121]

According to its Executive Director, Meg Baldwin, "Refuge House strongly endorses development of a full data tracking system as recommended by EVAWI as a best practice."

[121] Ibid.

Chapter 7: Recommendations

Based on the content contained in this report, the Sexual Assault Policy Group puts forth three recommendations for community consideration:

Recommendation 1

Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.

Victim services providers, law enforcement, prosecutors, and others involved in the response to sexual violence would be responsible for collaborating on this system to ensure accurate accounting of sexual violence in the community and noting if, when, and where in the process victims are being underserved. The local SART team is particularly well positioned for leading this task, given its overarching goals, existing participation from many of the stakeholders, and regular meeting schedule. Templates for tracking forms are available through End Violence Against Women International.[122]

One possible way to work toward a shared tracking system is to create a multi-agency memorandum of understanding that allows for the sharing of information between colleges and universities with respect to sexual violence and/or Title IX and the Violence Against Women and Girls Act.

Recommendation 2

Local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations.

According to Human Rights Watch's (2013) report, *Improving Police Response to Sexual Assault,* the number of times a victim must recount their story should, ideally, be limited; therefore, they recommend that, when it is necessary to contact the victim, the same investigator make contact each time.[123] This, coupled with the comprehensive investigative checklists provided by the Tallahassee Police Department, indicate a potential need to

[122] End Violence Against Women International [EVAWI]. (2015). *Making a Difference Project: Research materials.* Retrieved March 30, 2015 from http://www.evawintl.org/mad.aspx?subpage=6

[123] Human Rights Watch. (2013). *Improving police response to sexual assault.* Retrieved March 23, 2015 from http://www.hrw.org/sites/default/files/reports/improvingSAInvest_0.pdf

increase the capacity of law enforcement agencies to conduct these thorough investigations. Understanding potential funding constraints, unique to each agency, funding bodies and local law enforcement agencies should collaborate to determine ideal staffing at the investigative level and work toward implementing that ideal. The Tallahassee Police Department has already added one Special Victims Unit investigator and has requested funding for a second for fiscal year 2016.

Recommendation 3

The local community should work to implement a community-wide awareness program focusing on bystander intervention.

Though those who provide services to victims often lead efforts to eradicate sexual violence, there is a place for all community members to be active in addressing this important issue. One way to engage the community at large is by implementing a bystander intervention training targeting individuals who may not already work within the realm of sexual violence, but who may be well positioned to intervene if and when they see "red flags." Bystander intervention programs, such as *Green Dot*, are available in community formats and would complement the bystander intervention programs being implemented in local institutions of higher education.

APPENDICES

Appendix A: Planned Parenthood Documents

What You Can Expect from a Planned Parenthood Educator

Planned Parenthood of the Great Northwest

What You Can Expect from a Planned Parenthood Educator

Presentations that contain medically accurate sexual health information

Age and culturally appropriate programs designed to fit the specific needs of the school and community

Instructionally sound lesson plans and teaching methodology

Discussions about abstinence that are based on the following:

- Abstinence is the only way to completely prevent pregnancy and STDs.
- Statistics show that most adolescents are abstinent.
- Abstinence is an expression of personal power and self confidence.
- People have the right to abstain at any time in their lives.
- Abstinence is supported by effective communication in a relationship.

The recognition of the following universal values; values that are widely agreed upon by most communities, cultures and religions:

- All individuals deserve respect.
- Parents are the primary source for sex education.
- Every family's values are important.

The recognition that beliefs or values about the following issues (and others) are not universal:

- Masturbation
- Homosexuality
- Abortion
- Sex outside of marriage

Because there is a range of beliefs in the communities we serve, Planned Parenthood educators will always respond to questions about these and other controversial issues by employing the following Value Question Protocol:

Value Question Protocol

1. Affirm the asker
2. Identify the question as relating to values
3. Answer the factual part of the question
4. Describe the range of community beliefs about the issue
5. Refer to family, trusted adult, or religious and spiritual leaders

When Teen Council* members are facilitating classroom presentations they will always:

- Be accompanied by a professional, adult educator
- Adhere to school district policies
- Follow all of the same guidelines that Planned Parenthood educators do including using the Values Question Protocol when discussing controversial issues
- Empower youth to make informed and healthy life choices

*Teen Council members are high school peer educators, who are trained to give classroom presentations and answer questions.

CITY OF TALLAHASSEE LEON THE OASIS CENTER FOR WOMEN & GIRLS

Appendix A: Planned Parenthood Documents

Presentation Request Form

Planned Parenthood
Care. No matter what.

Planned Parenthood of North Florida

PRESENTATION REQUEST FORM

Complete this form and fax it ATTN: Education to (352) 374-6823 or E-mail completed form to dir.education@ppnfl.org

School/Organization: _____

Contact Person Name & Title: _____

Phone: _____ Email: _____

Address: _____

Presentation Date Preferences

First Preference Date(s): _____ Time(s): _____

Second Preference Date(s): _____ Time(s): _____

Third Preference Date(s): _____ Time(s): _____

Presentation Topic(s) –Check one per hour/class:

- ☐ Abortion
- ☐ Advocating comprehensive school sex education
- ☐ Advocating reproductive rights
- ☐ AIDS/HIV
- ☐ Contraception/family planning
- ☐ Delaying intercourse
- ☐ Healthy relationships
- ☐ Male responsibility
- ☐ Media literacy
- ☐ Parent-child communication
- ☐ Planned Parenthood
- ☐ Pregnancy and birth
- ☐ Pregnancy options
- ☐ Puberty
- ☐ Self-esteem
- ☐ Sexually Transmitted Infections

Age Group of Audience – Check One:

- ☐ Under 6 years old
- ☐ 6-11 years old
- ☐ 12-14 years old
- ☐ 15-18 years old
- ☐ 19-24 years old
- ☐ 25-30 years old
- ☐ 31-50 years old
- ☐ Over 50 years old

Gender & Size of Audience

- ☐ Female, #: _____
- ☐ Male, #: _____

Additional Program Request Notes:

_____

_____

We will make every attempt to accommodate your request. Please note that presentation requests submitted at least 2 weeks prior to the requested presentation date(s) will take precedence over those submitted within 2 weeks of the proposed presentation date(s).

Administrative Office / Central Clinic: 3850 Beach Blvd • Jacksonville, FL 32207 • (904) 399-2800
Gainesville Clinic: 914 NW 13th Street• Gainesville, FL 32601 • (352) 377-0881
Tallahassee Clinic: 2121 W. Pensacola Street • Tallahassee, FL32304 • (850) 574-7455
www.ppnfl.org

CITY OF TALLAHASSEE

LEON

THE OASIS CENTER FOR WOMEN & GIRLS

Appendix A: Planned Parenthood Documents

Lesson Plan: Communication in Relationships

UbD Lesson Plan: Communication in Relationships

Topic: Communication in Relationships
Audience: High School Students
Time: 1 hour
Enduring Understandings: I understand the fundamentals of what communicating means

Essential Questions (EQ):

1. What is good communication?
2. How do I communicate with others? What do I need to improve on?

EQ#1: What is good communication?

- What is communication? It is sending and listening to messages.
- To have healthy relationships, partners need to understand how to communicate with each other.
- Verbal Communication: using your words to say what you mean to your partner.
- Nonverbal Communication: your face and body language used to send a message to your partner.
  - Examples: positive or negative; face, voice, body language
- How do we communicate without using words?

EQ#2: How do I communicate with others? What do I need to improve on?

- Everyone communicates differently. It is important to learn your style of communication because relationships can improve when we understand others.
- How do you communicate with others?
  - ✓ Talking face to face
  - ✓ Talking on the phone
  - ✓ Writing an e-mail
  - ✓ Texting
  - ✓ Instant messaging or chat
  - ✓ Telling a story
- How do you think you can improve your communication skills?

Choose an Activity

- Active Listening
  - ✓ Split the class up into pairs. Number them of in 1's and 2's.
  - ✓ Have number 1 tell a story. It can be on any topic they feel comfortable sharing, just make sure it is appropriate.
  - ✓ After they have told the story, tell the groups that now number 2 must repeat what they remember of that story to their partner.
  - ✓ Number 1 must decide if it was an accurate representation of what they told.

- ✓ Switch roles and repeat the activity.
- ✓ Ask the group as a whole questions:
  - How did you feel when you were the listener?
  - Did you find yourself listening closely after you knew what the assignment was?
  - As the receiver, did you misunderstand what the talker was telling you?
  - How do you feel when you tell someone something and they don't listen carefully?

- Body Language- For small groups
  - ✓ Ask one volunteer to leave the room while the group agrees to act out one emotion.
    - Angry, sad, shy, afraid, happy, nervous, embarrassed, bored, etc.
  - ✓ Ask the volunteer to return and watch while everyone acts out the same emotion.
  - ✓ Ask the volunteer to identify the emotion and to discuss the range of expressions they saw for conveying that one emotion.
    - What are some of the ways that people expressed the same emotion differently?
    - When you are trying to send a message, which is more effective: body language or verbal communication?
    - Sometimes people are offended by body language. How can you communicate to make sure that does not happen?
- Body Language Charades-For large groups
  - ✓ Write the adjectives on index cards; Angry, sad, shy, afraid, happy, nervous, embarrassed, bored, etc.
  - ✓ Mix them up and have each student pick an adjective out of a jar.
  - ✓ Have them act it out without using words until someone guesses it correctly. After they guess it correctly, the next student draws and it is their turn to act.
  - ✓ When all the feelings have been acted out discuss what they thought about the activity and if it was tough to guess the emotions.
  - ✓ Consider writing a chart on the board with "Feeling" and "Behavior" as titles. See what behaviors the students associate with the feelings you discussed.

Appendix A: Planned Parenthood Documents

Lesson Plan: Healthy Relationships

UbD Lesson Plan: Healthy Relationships

Topic: Healthy Relationships
Audience: High School Students
Time: 1 hour
Enduring Understandings: I understand the fundamentals of what a healthy relationship means to me

Essential Questions (EQ):

1. What constitutes a healthy relationship?
2. What characteristics are important to me in a healthy relationship?

EQ#1: What constitutes a healthy relationship?

- There are many different types of relationships people can enter into. Discuss what they think it means to be in a healthy relationship.
- To have a healthy relationship, partners need to understand each other.

EQ#2: What characteristics are important to me in a relationship?

- People are attracted to one another and enter into relationships for different reasons.
- Discuss what traits someone may look for in a partner, may lead with:
  - ✓ Honesty
  - ✓ Sense of Humor
  - ✓ Intelligence
  - ✓ Attractiveness
  - ✓ Good communication
- Explain that we are going to do activities today to learn which traits may be most important to you and why.
- It is important to know what you are looking for before you enter a relationship.

Choose an Activity

- What makes a good relationship: *Masking tape, markers*
  - ✓ Ask for volunteers to record what traits the students say.
  - ✓ Tell the class to name characteristics they are looking for when they think of a lasting relationship with someone.
  - ✓ Have students choose which trait they think is MOST important and have them stand next to it.
  - ✓ Students can talk with others who chose that same trait as to why they chose it.
  - ✓ Have the participants explain why they chose that characteristic.
    - i. What is so important to you about this characteristic?
    - ii. Why is it more important than the others?
    - iii. Is there a relationship between some of these characteristics?
  - ✓ As a large group, discuss the activity
    - iv. Are there themes in the choices people made?
    - v. How can you tell if a person in a relationship has the characteristics you are looking for?

Appendix A: Planned Parenthood Documents

vi. Do you have the characteristics that you identified as most important?
vii. Were you surprised by anything you heard?
viii. Did you change your mind about what was important to you in a relationship?
ix. What traits were less important to you?
x. Was it hard to choose just one?
xi. How might your priorities for relationships be different later on in your life?

- Power in Relationships – Fish Bowl
  - ✓ Go over ground rules.
  - ✓ Divide students into same gender groups.
  - ✓ Pick one to go first, and have them sit in a circle. Then have the other group sit in a circle around the inner circle.
  - ✓ Explain that the inner circle will discuss a topic among themselves, while the outer circle observes without interruption.
  - ✓ Ask members of the inner circle:
    i. When have you felt pushed around in a relationship?
    ii. When have you felt powerful in a relationship?
  - ✓ Ask the outer circle to give feedback about what they heard and saw during the discussion. They can express their feelings, but tell them not to answer the question itself.
    i. How did you feel while you were listening to the conversation?
    ii. How did it feel not to respond?
    iii. What did you hear that was surprising?
  - ✓ Switch places and repeat.
  - ✓ Process the activity by asking:
    i. What did you think of the activity?
    ii. What did you learn about another gender? About your own gender?
    iii. How might what you have learned influence how men and women negotiate power in relationships with each other?
    iv. Did all the members of the same gender feel the same way?
    v. In what ways might you use what you learned in future relationships?

Appendix B: Background Screenings

Background Screenings

The requirements for Level One and Level Two Employment Screenings are found in Chapter 435 Florida Statutes.[124] Level One screening requires an employment history check, statewide criminal correspondence checks through the Florida Department of Law Enforcement (FDLE) (i.e., name-based check), and a check of the Dru Sjodin National Sex Offender Public Website. Local law enforcement checks may also be conducted.[125] Level Two screening requires fingerprinting for statewide criminal history checks through FDLE and national criminal history checks through the Federal Bureau of Investigation (FBI); local law enforcement checks may also be conducted.[126] Florida Statute 435.04 lists disqualifications based on background screening results, including, but not limited to:

- Anyone arrested for and awaiting final disposition of prohibited offense, regardless of adjudication;
- Anyone who has entered a plea of nolo contendere or guilty to a prohibited offense; and
- Any case in which the record of committing a prohibited offense has not been sealed or expunged.

Level two background checks are fingerprint-based screenings for personnel who will be having contact with children (e.g., teachers, teacher's aides, sports coaches, umpires, playground supervisors, summer camp counselors, activities volunteers, school janitors, bus drivers) and includes a fingerprint-based criminal background check processed by the FBI's National Crime Information Center. At all times when youth are present, a screened and certified Head Coach or Assistant Coach must also be present.

In the vast majority of cases, level two background screens are also required for contract personnel who are permitted access on school grounds when students are present, or if someone will have direct contact with students or have access to or control of school funds. By law, only certified law enforcement personnel can fulfill the fingerprinting process, as they must attach their police ID number to the fingerprint card. This process certifies that

[124] Retrieved March 20, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0435/0435ContentsIndex.html&StatuteYear=2014&Title=%2D%3E2014%2D%3EChapter%20435.
[125] Retrieved March 20, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0435/Sections/0435.03.html.
[126] Retrieved March 20, 2015 from http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0435/Sections/0435.04.html

Appendix B: Background Screenings

an individual's identity was verified by a police officer in order to curtail someone else from fraudulently being fingerprinted on another's behalf. Oftentimes, school districts have their own set of requirements, implemented into each contractor's request for proposal bids. In addition, they may require criminal background checks from local police departments where an applicant has previously resided.

APPENDIX C: INQUIRY REPORT PREPARED BY THE STATE ATTORNEY'S OFFICE

Inquiry Report Prepared by the State Attorney's Office

COMMISSION ON STATUS OF WOMEN AND GIRLS

Sexual Assault Investigation and Prosecution

WHO IS INVOLVED IN THE INVESTIGATION AND PROSECUTION OF SEXUAL ASSAULT CASES IN LEON COUNTY?

Sexual Violence cases can be reported to law enforcement in different ways. In cases involving adult victims, the victim, a family member or friend of the victim reports it directly. Many victims report first to the hospital where they meet with Refuge House and a SANE nurse and then law enforcement is contacted from there. There are several law enforcement agencies that investigate sexual violence in our community: both university police departments, TCC police department, Tallahassee Police Department, Florida Highway Patrol and Leon County Sheriff's Office. A victim would typically meet first with the responding officer, then later with the assigned law enforcement investigator. An interview with an adult victim of sexual violence is often audio or videotaped. Typically, a law enforcement advocate accompanies the victim during the law enforcement interview.

Often in the case of child sexual abuse, the abuse is first disclosed to a teacher, counselor, school resource officer or other mandatory reporter who then contacts the Florida Abuse Hotline. Child Protective Investigators with the Department of Children and Families respond within 24 hours and notify law enforcement. In child sexual abuse investigations, the child is taken to the Children's Home Society Child Protection Team for a forensic interview and medical evaluation, if needed. The forensic interview is audio and videotaped for possible use in a criminal trial. DCF and law enforcement personnel attend the forensic interview by watching it from an adjoining room in order to reduce the number of times the child is interviewed. Florida Statutes limit the amount of times that a child is to be interviewed in relation to a case involving sexual abuse. F.S. 92.55 and F.S. 914.16.

Sometimes law enforcement arrests the suspect immediately because there is enough probable cause to do so. This is called an on-view or on scene arrest. But in most cases, law enforcement completes an investigation to determine if there is probable cause to arrest the suspect. At the conclusion of the investigation, law enforcement can decline to make an arrest or create a warrant outlining the allegations and evidence collected and submit to the State Attorney's Office for review. Select experienced prosecutors review warrants alleging sexual violence to determine if it is prosecutable. Many of the prosecutors are called during the investigation to give guidance or advice on what further investigation can be done or whether there is probable cause to arrest a suspect on scene. These phone calls can occur at all hours of the day and night. The State Attorney's Office does not keep statistics on the number of sexual violence warrants given for review yet denied for prosecution. Sometimes a case is submitted for review weeks or months after the date of the crime due to delayed reporting by the victim, delays in the investigation, or awaiting results of DNA evidence to be processed. After a warrant is approved by The State Attorney's Office, it must then be approved by a Judge.

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Once an arrest is made, the suspect is now called a defendant. The defendant is required to appear before a judge within 24 hours for a First Appearance hearing. The Court will then determine whether or not the defendant is entitled to a bond, the amount of bond and any special conditions of bond necessary to protect the victim and the public. County Court judges routinely serve as first appearance judges and have a standard bond schedule as a guide but they have much discretion on bond amount and conditions of a defendant's release. Most of the time, a defendant is legally entitled to a monetary bond, however, there are a few sexually violent crimes where defendants are not legally entitled to a bond, i.e. Sexual Battery on a Child under the age of 12 by defendant 18 years of age or older. There are several conditions the judge can impose on a defendant while out on a bond such as active GPS monitoring, drug or alcohol testing, no contact with the victim, no contact with anyone under 18 years of age, no personal use of computer, etc. The Court may hear argument from the State, the Defense and the victim before making any decisions.

The Victim Advocate Unit within the Office of the State Attorney notifies all victims of sexual violence by phone and/or letter after First Appearance. In addition to the First Appearance contact by the V/W unit, there is a letter automatically generated by secretarial staff with information about victim services and the advocate's name assigned to their case.

The goal of the V/W advocate is to make contact with a victim of sexual violence within a month of the defendant's arrest. If it is a child victim, meetings occur with the guardian of the child and not the child themselves until later in the criminal justice process. This is so that in the event the defendant enters a plea, the child does not have to endure meeting more justice professionals than necessary. As mentioned earlier, there is a specific statute that limits the number of interviews of child victims.

In the initial meeting with adult victims of sexual violence, the advocate reviews the role of the advocate, the role of the prosecutor, the trauma of victimization, counseling referrals, campus based advocacy (if needed), various victim rights such as testing of the defendant for HIV and Hepatitis B, explanation of the stages of the criminal justice system, confirmation of contact information, thoughts on prosecution and punishment, restitution issues, explanation of Crimes Compensation fund and answers any questions related to the criminal justice process. Meetings with guardians of child victims follow a similar pattern with the addition of talking to the guardian on how they are dealing with the victimization, how they interact with the child related to the victimization, as well as interactions with other agencies such as Dept. of Children and Families, Guardian Ad Litem, Children's Home Society, etc. Prosecutors often attend the initial meeting between the advocate and sexual violence victim. Written material is also offered for educational purposes.

Once the initial face to face meeting has concluded, updates on the status of the case within the system are given by phone or by mail. An attempt is made by the advocate and/or prosecutor to reach the victim by phone when significant court hearings are scheduled such as bond hearings, modification of release conditions, Williams Rule hearings, plea hearings, depositions, trial dates, restitution hearings, etc. because victims have the right to be present and in the event of a deposition or trial are required to be present.

APPENDIX C: INQUIRY REPORT PREPARED BY THE STATE ATTORNEY'S OFFICE

When depositions are scheduled with sexual violence victims, another face to face meeting is set up with the advocate and/or prosecutor to prepare victims for what to expect. The victim will be given a copy of audiotaped or written statements for review. The same face to face meeting is scheduled in advance of the trial date. Statements are reviewed again along with any transcripts of deposition testimony if available. An orientation to the courtroom is also included so the victim can visualize where personnel will be in the courtroom when he/she comes to testify. Proper dress, transportation issues, separate waiting areas in the courthouse and emotional support are all explored prior to the trial date.

If the defendant chooses to accept a plea in lieu of a trial, the victim will be consulted by the State Attorney's office before an offer is made. The victim also has the right to be present and heard in the form of a Victim Impact Statement but is not required to be present. If it is an agreed upon plea, the victim's statement to the court will not alter the punishment already agreed upon. However, if the defendant is entering a straight up plea to the judge, the victim's statement can influence the judge's decision on punishment at sentencing. When a prosecutor meets with a victim and discusses the different penalties and sanctions available in the resolution of the case they also explain that the ultimate decision belongs to the state as to how the case is resolved.

Most of the sexual violence cases only last one day in trial, sometimes the trial may take two days, rarely more than three days. A victim does not have to stay for the entire course of the trial but can if he/she chooses. With child victims, especially young children, they are free to leave the courthouse once their testimony is completed. A victim is only in the courtroom when they testify and remain outside the courtroom when others testify. This is a standard rule that the judge requires of all witnesses in every criminal trial called the rule of sequestration.

The Victim Advocate accompanies the victim the entire day of trial. We meet with the victim before trial to help calm them. We sit with them while they wait to testify and we accompany them in the courtroom while they testify. We debrief with them after they testify and stay with them up to and including the reading of the verdict and the sentencing by the judge.

As mentioned before, the victim remains outside the courtroom until his/her name is called. Special attention is given to whether or not the defendant is in custody at the time of the trial. If the defendant is not in custody, the advocate attempts to avoid any possible contact outside the courtroom between the victim and defendant. If the victim has safety concerns we utilize our SAO investigators to help get victims in and out of the courthouse securely.

The stages of a trial include: pre-trial motions and hearings that require a ruling by the judge, the initial introduction to the jury of the trial process, opening statements made by the prosecutor and defense attorney, testimony of state witnesses and defense witnesses, jury instructions read aloud to the jury by the judge, closing statements made by the prosecutor and defense attorney, deliberations by the jury and jury verdict.

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While the advocate and victim are waiting outside the courtroom during the trial process, discussions are held regarding the victim's presence during closing arguments and the jury verdict. Victims are entitled to be present during the closing arguments of the attorneys and are provided guidance by the advocate as to the emotional impact closing statements and jury verdict can have on a victim. Any time the victim is in the courtroom during a trial an advocate accompanies them. While the advocate and victim are not allowed to discuss their testimony while the trial is still in progress, the advocate's main responsibility is to provide emotional support and reassurance.

If the victim is not physically present when the jury decides on a verdict, a phone call is made to the victim immediately upon the decision by the jury. If the verdict is not guilty, the defendant receives no punishment. If the verdict is guilty, the defendant is usually taken into custody. Sometimes the sentencing immediately follows the jury verdict but most often is rescheduled on a different day. In rare instances, the judge will allow the defendant to remain on bond pending the sentencing hearing so he is not incarcerated. If the defendant has not already been convicted of a felony, he/she is entitled to a Pre-Sentence Investigation by the judge. This is a summary done by an officer with the Department of Corrections who conducts interviews of the defendant's family and friends, employers, etc. so the judge will have a comprehensive summary of the defendant's work history, criminal history, substance abuse or mental health history, etc. The victim has a right to give a statement to the probation officer to be included in this report. They also have the right to review the Pre-Sentence Investigation Report (with specific areas redacted including defendant's physical/mental health and substance abuse).

As stated previously, any victim of sexual violence or parents of a child victim of sexual violence have a right to address the judge prior to sentencing as to how this crime has affected their life. This is called a Victim Impact Statement (VIS). A VIS does not have to be in the form of a statement. It can be a poem, picture, song, or audiovisual presentation. Sentencing options include probation (with or without sex offender conditions), jail time, prison, community control (house arrest), a suspended prison sentence, jail work camp hours, community service hours and/or sexual offender/predator designations as outlined in the statutes. Once a defendant is sentenced to incarceration in jail or prison, he/she is called an inmate.

Advocates with the Department of Corrections are available to keep victims informed of the inmate's location. There is a program called V.I.N.E. that provides automated notifications to victims regarding the defendant's location in the state prison system. State Attorney advocates also refer victims to an advocate at The Attorney General's Office to keep them updated on any appeals filed by the defendant.

RECENT CHANGES TO THE PROSECUTION PROCESS

The law allows forensic interviews to be used as evidence in cases involving children up to the age of 16. In the past, only interviews of children through age 11 were admissible in court.

The law prohibits law enforcement from requesting a victim take a polygraph test in order to judge a victim's credibility in a sexual violence case.

APPENDIX C: INQUIRY REPORT PREPARED BY THE STATE ATTORNEY'S OFFICE

The law allows an animal therapy team to accompany any child or vulnerable adult of sexual violence into the courtroom while the victim testifies.

The law includes Hepatitis B testing along with HIV testing of a sexual violence defendant to be ordered by the judge, upon request by the victim.

VICTIM RIGHTS:

Most of the victim rights statutes are included in Chapter 960 but there are others specific to victims of sexual violence that can be found in other statutes. General victim rights include:

- Right to be present, informed and heard at all crucial stages of the criminal justice system
- Right to Crimes Compensation for payment of crime related expenses
- Right to crisis intervention services and counseling, social service referrals and victim treatment programs
- Right to know the stages of the criminal justice system
- Right to timely disposition of the case
- Right to be informed of a suspect's arrest
- Right to be informed of a suspect's release from custody
- Right to notification of scheduling changes within the criminal justice system
- Right to be consulted on plea offers given to the defendant
- Right to the return of property
- Right to notification to employers as to participation within the system and to explanation to creditors regarding the financial impact of victimization
- Right to request restitution
- Right to submit a Victim Impact Statement at the resolution of the criminal case
- Right to notification of an inmate's escape from prison
- Right to have a Victim Advocate present during a discovery deposition
- Right to have a Victim Advocate present during a forensic medical examination
- Right to be treated with dignity and respect

The rights specific to sexual violence victims include but are not limited to:

- Right to have the defendant tested for HIV and Hepatitis B
- Right for the victim's identifying information to be "blacked out" of court documents
- Right for a victim's prior sexual history to be protected from questioning
- Right to offender's use of a condom or victim's request that a defendant wear a condom not be relevant to the issue of consent
- Right to a victim's manner of dress not be relevant to the issue of consent
- Right to have the courtroom cleared when a victim of sexual violence is testifying

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- Right to have the victim of sexual violence remain in the courtroom during the testimony of other witnesses even though this is in direct conflict with the rule of sequestration.
- Right for the identity of a sexual violence victim to be protected by media
- Right for the forensic medical exam to be covered by the Crimes Compensation fund and not charged to the victim

RECCOMENDATIONS FOR IMPROVEMENT:

There is lapse in the statutes between a simple battery and a sexual battery. Cases where the vaginal area or the breasts of an adult are touched in a sexual manner is only a misdemeanor battery. The attempted sexual battery statute does not address this particular criminal conduct. A statute describing this kind of conduct could be charged as a sexually motivated felony battery.

There needs to be more specialized training for law enforcement, prosecutors and judges on the prosecution of sexual violence cases as well as specialized prosecution units focused on sexual violence in State Attorney's Offices. The Florida Prosecuting Association of Attorney's offers this training free of charge to State Attorney Offices and can offer more information as to the offices that avail themselves of this training.

Revised statutes regarding the admissibility of child hearsay statements in child sex cases. However, the greater issue isn't the statutes themselves; it's the appellate court's application of the law to the legislation.

It is getting harder to harder to prosecute cases involving sexual battery on a physically helpless victim. In the past few years, the law has changed to allow defense attorneys to hire experts to tell juries that victims were in "blackouts" at the time of the sexual encounter which resulted in them consenting to the sex when they cannot remember or remember bits and pieces of the event.

Testing for sexually transmitted diseases of the defendant such as Gonorrhea, Syphilis and Chlamydia in addition to Hepatitis B and HIV is needed.

Other states in the nation do not allow discovery depositions by defense attorneys on criminal cases. Florida is a state that has what is known as "open book discovery" and in fact has one of the broadest applications of discovery in the United States. Oftentimes, depositions are more difficult to endure than the trial itself because of the invasion of privacy and depth and breadth of legal questioning.

Closed circuit testimony is only offered for children of sexual violence. Some vulnerable adults could also benefit from this accommodation.

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Defendants have a right to a speedy trial and a case can be dismissed if not enforced. Victims, by statute, also have the right to a speedy trial but it is underutilized by prosecutors and has no method of enforcement.

There could be a better method of sharing information between law enforcement and state attorneys as to the documentation and enforcement of criminal no contact orders while a sexual violence case is pending.

Currently, judges have much discretion at first appearance related to bond and release conditions. More consistent and uniform decisions by first appearance judges are needed.

Stricter laws concerning use of social media in cases involving transmission of sexual pictures of adults that were consensual but upon the end of the relationship are used for blackmail.

Making indecent exposure charges enhanceable like battery charges so that they become felonies after the second offense is needed. Research tells us that peeping toms and people that expose themselves in public often go on to commit more serious crimes including burglary and sexual assault.

Ensuring that different circuits are complying with F.S. 914.16 which requires an Administrative order limiting the number of interviews that can be conducted on a victim of child abuse or sexual abuse who is under the age of 16 *or* has an intellectual disability. Currently Leon County does not have such an order.

STATISTICS

From January 2009 – November 2014, there were a total of 436 cases of sexual violence prosecuted by the Office of the State Attorney for Leon county: 308 cases involving child victims and 128 cases involving adult victims of sexual violence. During this same time period, there were 12 cases of attempted sexual battery although this number is conservative as these kinds of cases could also be classified under other statutes such as felony battery or aggravated assault. Out of 436 total cases, 20 of those cases were dismissed without being prosecuted by our office.

Since January 2014 to November 2014, there were a total of 104 cases of sexual violence in Leon county: 78 cases involving child victims and 26 cases involving adult victims of sexual violence.

As mentioned earlier, our office does not keep statistics on cases that were submitted to our office for review but denied for prosecution.

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APPENDIX D: TPD General Order 50

TPD General Order 50, Sexual Battery Investigations

TALLAHASSEE POLICE DEPARTMENT
GENERAL ORDERS MANUAL

Proudly Policing Since 1841	**SUBJECT** Sexual Battery Investigations **CHIEF OF POLICE** *Signature on File*		Nationally Accredited 1986
NUMBER 50	**ORIGINAL ISSUE** 07/15/1985	**THIS REVISION** 01/16/2015	**TOTAL PAGES** 15

AUTHORITY/RELATED REFERENCES

FS 39.906, Referral to Centers and Notice of Rights
FS 794.011, Sexual Battery
General Order 18, Criminal Investigations
General Order 42, Impounding and Controlling of Property and Evidence

ACCREDITATION REFERENCES

CALEA Chapters 42, 55
CFA Chapter 18

KEY WORD INDEX

Advocacy Protocols – Adults	Procedure X
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Call Taking Protocols	Procedure I
Delayed Reporting of Sexual Battery Incidents	Procedure XII
Interview Protocols – Adults	Procedure VII
Interview Protocols – Juveniles	Procedure XI
Investigator On Scene Responsibilities	Procedure VI
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Post Investigative Follow up Review with Victims	Procedure VIII
Responding Officer Responsibilities	Procedure II
SAEK Protocols – General	Procedure IV
SAEK Protocols – Jane Doe	Procedure V
Transporting Victim to the Hospital	Procedure III

POLICY

When investigating sexual battery incidents, Department members shall focus first on the physical and mental care for the victim and then the criminal

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investigation.

DEFINITIONS

CPT: Child Protection Team.

Jane Doe SAEK: A Sexual Assault Evidence Kit (SAEK) collected from a reported sexual battery victim who, at the time of the collection, desires to remain anonymous.

Recently Occurred Sexual Battery: Any sexual battery incident reported within one hundred twenty (120) hours of its occurrence.

SAEK (Sexual Assault Evidence Kit): Sexual battery evidence (e.g., photos, semen, saliva, blood, skin, hair) collected and packaged by a SANE nurse after a forensic physical examination.

SANE (Sexual Assault Nurse Examiner) Program: A program designed to provide a coordinated response to sexual battery victims by law enforcement, Tallahassee Memorial Hospital, and the Refuge House. The program utilizes specially trained nurse practitioners to perform forensic physical exams in conjunction with Refuge House crisis counselors.

Sexual Battery: The non-consensual oral, anal or vaginal penetration by, or union with, the sexual organ of another, or the anal or vaginal penetration of another by any other object.

PROCEDURES

I. CALL TAKING PROTOCOLS

If a switchboard operator receives a telephone call reporting a sexual battery, the operator will promptly transfer the caller to the Consolidated Dispatch Agency (CDA) and remain on the line until the transfer is confirmed.

II. RESPONDING OFFICER RESPONSIBILITIES

When responding to the report of a recently occurred sexual battery, the officer(s) on scene shall:

A. Determine the immediate medical needs of the victim and summon emergency medical assistance as warranted.

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B. Obtain necessary information pertaining to the incident to determine if a crime has been committed and to obtain suspect information.

C. If suspect information is available, issue a BOLO (be on the lookout) if necessary.

D. Determine the location of the actual crime scene or crime scenes, and secure all such scenes.

E. In cases where a known suspect may be present at the crime scene, coordinate with the on-call Special Victims Unit (SVU) investigator prior to securing the scene to ensure no investigative leads are compromised by making contact with the suspect.

F. Not perform any visual examination of the victim's genitalia, buttocks, or any other body area normally covered while wearing a swimsuit.

G. Be aware of different reporting options available to the victim. The victim may request to:

1. Have a SAEK performed and provide a full disclosure of the incident.

2. Have a SAEK performed, provide a partial disclosure of the incident and remain anonymous. The victim's name or other identifying information will not be included in the sexual battery offense report.

3. Have a Jane Doe SAEK performed without giving their name or any additional information to law enforcement.

4. Provide a full disclosure of the incident, and choose not to have a SAEK performed.

5. Provide a partial disclosure of the incident, remain anonymous, and choose not to have a SAEK performed.

6. Not report the incident to law enforcement and not have a SAEK performed.

H. Inform the victim of the following information:

1. Their decision on how to proceed (or not proceed) at the time of reporting is not necessarily considered final,

2. They may change the decision at any time, and

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3. Although every effort will be made to respect their wishes, certain circumstances may dictate additional steps be taken by the Department (e.g., domestic situations).

I. Gather information about the incident from the victim, and once there is a clear understanding of the circumstances, request supervisory approval for a response by the on-call SVU investigator – being mindful of the following:

1. An SVU investigator shall respond to all reported sexual batteries regardless of the time delay or jurisdiction of occurrence, and

2. The on-call investigator does not need to be contacted if the victim requests to only have a Jane Doe SAEK performed.

J. With supervisory approval, request the on-call forensics specialist for any crime scene processing needs.

K. In situations where a suspect is detained or arrested for the reported sexual battery, ensure the suspect's body is treated as evidence.

1. If the incident recently occurred, do not allow the suspect to wash their hands, use the bathroom or change clothes.

2. Ensure an SVU investigator has the opportunity to interview the suspect prior to transporting to a detention facility.

L. Regardless of the reporting option chosen by the victim, document each incident of a reported sexual battery.

M. Complete offense reports, including supplements, and submit for supervisory approval before the end of the tour of duty.

N. Provide the victim with the following:

1. Sexual Battery Rights and Services Brochure from the Florida Council Against Sexual Violence

2. Sexual Battery Information Guide (PD 165)

3. Crime Victim Rights & Information pamphlet (PD 233)

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O. Leave all sexual battery offense reports in an "open" status so the incident can be assigned to an investigator. This applies to on-view arrests as well.

III. TRANSPORTING VICTIM TO THE HOSPITAL

A. The primary officer shall ask the victim of a recently occurred sexual battery if they are willing to go to the hospital for treatment and examination.

1. If the victim agrees, arrangements shall be made to transport the victim to the hospital for treatment of any injuries and a physical exam.

2. The transport should be completed by either the primary officer or the investigator assigned to the case.

B. Members are responsible for explaining the possible benefits of a medical examination to the victim in regards to their well-being and evidence collection, and shall not:

1. Discourage a victim from having a medical examination,

2. Coerce the victim to go to the hospital, or to provide a sample for drug screening.

C. The member assigned to transport the victim shall:

1. Ensure the victim takes a complete change of clothing (if available) to the hospital because the clothing worn at the time of the sexual battery will be impounded for evidence processing.

2. Direct the CDA operator to notify the emergency room charge nurse the victim is being escorted to their facility for treatment of any injuries and a physical exam (do not give victim identification information over the police radio).

3. Make all reasonable efforts to ensure the victim is taken directly to the SANE program sexual battery examination room – avoiding the triage and general waiting room area.

4. Ensure the victim is not left alone during their time at the hospital.

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IV. SAEK PROTOCOLS – GENERAL

A. The member shall ask the victim if they are willing to consent to a Sexual Assault Evidence Kit (SAEK) and other treatment. The victim may decline any or all parts of the examination.

B. If the victim or member suspects a sexual battery may have been facilitated with drugs or alcohol, the member shall notify the SANE nurse as soon as practical, and with the victim's consent, request blood and urine collection from the victim.

C. A SAEK may be conducted up to one hundred twenty (120) hours after a sexual battery has occurred.

D. If a SAEK is collected, the impounding member shall adhere to the applicable procedures in:

1. General Order 42 (Impounding and Controlling of Property and Evidence), and

2. The Property and Evidence Packaging Manual kept in the After-Hours Property and Evidence Room.

E. The SAEK shall be impounded as soon as possible and shall not be exposed to extreme heat.

F. In cases where a SAEK is collected, the investigator assigned follow-up responsibility for the case is responsible for submitting the SAEK for forensic analysis.

1. If circumstances warrant the SAEK not be submitted for analysis, the SVU investigator is required to explain the circumstances to the SVU supervisor in order to obtain permission for the non-submission.

2. If a non-submission is approved, the SVU investigator shall document the reason and the approving authority in a supplemental offense report.

G. An officer who receives a request from the Property and Evidence Unit to dispose of evidence in a sexual battery case, shall forward the request to the SVU supervisor for review and disposition.

H. Once SAEK evidence has been analyzed and the results have returned, the assigned investigator shall complete a supplemental

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report indicating the results, complete any required follow up activities, and notify the victim of any pertinent case updates.

V. SAEK PROTOCOLS – JANE DOE

A. Jane Doe Sexual Assault Evidence Kits (SAEKs) shall be impounded by the primary officer only when received directly from a SANE nurse.

B. When impounding a Jane Doe SAEK, the officer shall:

1. Adhere to the applicable procedures in General Order 42 (Impounding and Controlling of Property and Evidence).
2. Provide a copy of the Property & Evidence Receipt (PD 139) to the SANE nurse.
3. Document the impounding in an offense report classified as an Admin/Documentation.
4. Indicate the case disposition as "open inactive."
5. Refrain from using the person's biographical or other identifying information.
6. Use either the SAEK control number, or the Refuge House Hotline number (this is the number the Refuge House assigns to every person seeking their services) to identify the victim.
7. Notify the SVU via an e-mail to "TPD CID On-Call Notifications Group."

C. Jane Doe SAEKs shall be stored as evidence in the Property and Evidence Unit in accordance with General Order 42 (Impounding and Controlling of Property and Evidence).

VI. INVESTIGATOR ON SCENE RESPONSIBILITIES

An SVU investigator shall respond to all reported sexual batteries regardless of the time delay or jurisdiction of occurrence, and investigators responding to the report of a sexual battery shall:

A. Seek out and receive an incident briefing from the officer or supervisor with the most knowledge of the circumstances surrounding the reported crime.

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B. If practical, examine the crime scene(s) for evidence.

C. If necessary, coordinate with the forensic specialist concerning:

1. Evidentiary items to collect from the crime scene(s).

2. Photographs of the crime scene(s) and the victim's injuries.

D. Explain the investigative process to the victim (e.g., details of the medical exam).

E. Ensure the victim, if desired, has access to a victim advocate.

F. Conduct follow-up activities, as warranted, in coordination with district officers, forensic specialists, and other investigators.

VII. INTERVIEW PROTOCOLS – ADULTS

A. Member interviews of the victim shall not delay any bona fide medical treatment for the victim.

1. Briefly obtaining the basic facts of the reported incident prior to the rendering of medical treatment is acceptable if the injuries are not life threatening.

2. During medical treatment or a sexual battery forensic exam, the primary officer or assigned investigator should remain in close proximity to the victim (e.g., just outside the treatment room or in the room if the member is the same gender as the victim).

B. Members shall not use judgmental or accusatory statements or questions when interviewing the victim. Examples of such inappropriate dialog include, but are not limited to, the following:

1. Are you sure you want to report this?

2. Did you just do something you regret?

3. Maybe you had too much to drink and did something stupid.

C. Officers shall not ask a victim if they wish to move forward with a case, or if they wish to have the suspect prosecuted (this is the purview of the assigned investigator and/or victim advocate).

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D. Members shall not ask, offer, or suggest a victim submit to a lie detection screening (e.g., CVSA, polygraph) during any part of a sexual battery investigation.

E. In conducting the victim interview, members should assess the victim's ability to relay clearly articulate facts concerning the reported sexual battery, and such factors to be considered are the victim's:

1. Willingness to talk about the incident,
2. Physical condition (e.g., impairment, fatigue, incapacitation, injuries),
3. Emotional/mental state, and
4. Mental capacity.

F. If the assigned investigator believes an adult (due to a diminished mental capacity) may benefit from a forensic interview at the CPT instead of a traditional interview, the investigator shall coordinate this interview with the CPT.

G. The primary officer or assigned investigator should assess the need for a composite drawing based upon the victim's recollection of the suspect's description, and the totality of the investigation.

H. In conducting the victim interview, the member should:

1. Provide an interview area as private and comfortable as possible,
2. Conduct the interview alone, and
3. Keep the pace of the interview at a level comfortable for the victim.

I. If the victim is not able to continue answering questions, or requests to stop the interview, the member shall stop the interview and attempt to reschedule it for another time.

J. The member shall inform the victim of the intent to audio/video record the interview, or other conversations, and receive the victim's permission before recording the interview or conversation.

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VIII. POST INVESTIGATIVE FOLLOW UP REVIEW WITH VICTIMS

The procedures in this section ensure statutory compliance with FS 794.052(1)(c) which states, "*Prior to submitting a final report, permit the victim to review the final report and provide a statement as to the accuracy of the final report.*"

A. The final report is considered closed when the assigned investigator has worked the case to its final conclusion and submitted it to the SVU supervisor, or other appropriate supervisor, for final approval.

B. Once the supervisor has approved the final report, but prior to sending it to Records (i.e., Admin), the approving supervisor is responsible for assigning the appropriate investigator to make contact with the victim for review of the report.

C. In a post investigative follow up review with the victim, the appropriate investigator is responsible for the following:

1. Allowing the victim to read the final report.
2. Allowing the victim to make whatever written comments they may want to make on a supplement report form.
3. Informing the victim of their right to complete a written statement expressing their disagreement with the final report.
4. Informing the victim they do not have to complete a written statement if they agree with the final report.
5. Informing the victim a written statement is considered (and treated as) case evidence and a public record.

D. The investigator conducting the post investigative follow up review with the victim is responsible for documenting the review – to include the date and time – in a supplemental report.

E. In instances where all reasonable efforts to contact the victim are unsuccessful or the victim refuses or declines to participate in a post investigative follow up review, the appropriate investigator shall ensure that fact is documented – to include the date and time – in a supplemental report.

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IX. ADVOCACY PROTOCOLS – JUVENILES

A. If advocacy services for a juvenile victim are needed, the assigned SVU investigator shall coordinate such services through the CPT.

B. Department VAs do not typically respond to sexual battery incidents involving juvenile victims (because CPT programs are in place), but the services of a Department VA shall be offered when:

1. The victim is not being taken to the CPT, and the primary officer, supervisor or assigned investigator believes the victim or their immediate family would benefit from such advocacy services, or

2. The victim is being taken to the CPT, and despite their efforts, the assigned investigator believes the victim or their immediate family would benefit from Department advocacy services.

C. If the juvenile victim is not being referred for services through either CPT or DCF, the assigned Investigator will request a Department VA to follow up with the immediate family.

X. ADVOCACY PROTOCOLS – ADULTS

A. If the victim is an adult, the primary officer shall ensure the hospital staff has notified the Refuge House on-call Rape Crisis Counselor to respond to assist the victim.

B. The primary officer or, if more appropriate, the assigned investigator is responsible for:

1. Informing the victim of Department victim advocate (VA) services, and

2. If at any time the victim requests a Department VA, with supervisory approval, summon the on-call advocate.

C. Department VAs do not typically respond to sexual battery incidents where the victim is taken to the hospital (because the SANE and Refuge House programs are in place), but the services of a Department VA shall be offered when:

1. The victim is not being taken to the hospital, and the primary officer, supervisor or assigned investigator believes the victim would benefit from such advocacy services, or

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2. The victim is being taken to the hospital, and despite SANE and Refuge House efforts, the assigned investigator believes the victim would benefit from Department advocacy services.

D. A Department VA shall be assigned to each adult sexual battery case for follow-up advocacy services with the victim.

E. If a Department VA does not meet with an adult victim at the time the sexual battery is reported, a VA should follow up with the victim the following day.

F. Regarding subsection E above, if the following day is a weekend or holiday, the SVU investigator is responsible for contacting the appropriate VA to relay the victim's contact information so contact can be made within 24 hours.

XI. JUVENILE SEXUAL BATTERY VICTIMS

A. In conjunction with all applicable procedures outlined above, when the victim of a recently occurred sexual battery is a juvenile, these additional directives are also applicable:

1. Medical Treatment and Sexual Battery Examination:

   a. Officers shall not transport a juvenile sexual battery victim to the CPT for an examination until after coordinating such transport with the SVU investigator.

   b. Because of the involvement of the CPT, the juvenile victim should only be transported to the hospital if there is an injury that needs immediate attention.

2. Interviews of Juvenile Victims Under 13 Years Old:

   a. Officers shall not interview juvenile victims in this age group.

   b. Officers should direct all fact-finding questions to the person to whom the juvenile victim reported the sexual battery and other adults with pertinent information about the juvenile or incident.

3. Interviews of Juvenile Victims 13 – 17 Years Old:

   a. Officers should not interview juvenile victims in this age group until after consultation with an SVU investigator.

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b. Officers should direct most of the fact-finding questions to the person to whom the juvenile victim reported the sexual battery and other adults with pertinent information about the juvenile or incident.

4. Officers shall ensure a statement is obtained from the person to whom the victim first disclosed the incident, and such statements should address at least the following:

   a. How the victim made the disclosure (i.e., what conversation led to the disclosure),

   b. The questions asked, if any, of the victim to illicit the disclosure, and

   c. The words or statements used by the victim in the disclosure.

5. Members shall not ask, offer, or suggest a juvenile victim submit to a lie detection screening (e.g., CVSA, polygraph) during any part of a sexual battery investigation.

B. The assigned investigator is responsible for coordinating all arrangements for medical examinations and forensic interviews with the CPT.

C. CPT trained personnel should be used when juvenile victims require a forensic interview, but a member may conduct such an interview when all of the following conditions are met:

   1. CPT personnel are not available,

   2. An exigent circumstance exists, and

   3. The member is trained in forensic interviews.

D. The primary officer shall ensure the following incidents are reported to the Florida Department of Children and Families (Florida Abuse Hotline) at 1-800-962-2873:

   1. Suspected sexual abuse on a juvenile perpetrated by a caretaker (i.e., a person responsible for the care of a juvenile such as a parent, guardian, baby-sitter, or teacher).

   2. A known or suspected juvenile sex offender.

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3. A child who has exhibited inappropriate sexual behavior.

XII. DELAYED REPORTING OF SEXUAL BATTERY INCIDENTS

A. In response to the delayed reporting of a sexual battery incident, members shall abide by the policy statement and adhere to applicable procedures herein.

B. Even if the incident being reported possibly occurred outside of the statute of limitations, the incident shall still be documented in an offense report.

XIII. JURISDICTIONAL CONCERNS

A. If a member establishes the incident being reported occurred outside of Department jurisdiction, the member is still responsible for making reasonable and prudent efforts to assist the victim, to include:

1. Determining any immediate medical needs of the victim, and

2. Summoning emergency medical assistance as warranted.

B. If the jurisdiction of occurrence is within close proximity to Tallahassee (i.e., Leon, Wakulla, Gadsden, Jefferson) the officer shall:

1. Make contact with the agency which has jurisdiction, and determine if they will send a representative to interview the victim and investigate the incident, and:

   a. If the agency is responding, remain with the victim until the other agency representative arrives and makes contact with the victim.

   b. If the agency declines to respond, treat the incident as though it occurred within Department jurisdiction.

2. Document the incident in an offense report.

   a. Regardless of whether or not the other agency responds, classify the report as an Agency Assist.

   b. In situations where the other agency responds, document the agency member who responded.

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c. In situations where the other agency does not respond, document the agency member who was contacted.

3. Notify the on-call SVU investigator.

C. If the jurisdiction of occurrence is not in close proximity to Tallahassee, the officer shall:

1. Treat the incident as though it occurred within Department jurisdiction.

2. Document the incident as an Agency Assist.

3. Make case notification to the agency which has jurisdiction, and document the contact (including the person contacted) in the offense report.

4. Notify the on-call SVU investigator.

History: Issued 07/15/1985, revised 01/01/1991, 08/22/1994, 10/15/2001, 06/18/2007, 11/17/2008, 07/04/2009, 02/02/2012, 03/02/2012, and 08/02/2013.

APPENDIX E: Tallahassee Police Department Investigative Checklists

Tallahassee Police Department Investigative Checklists

Sergeant Joanna Baldwin of the Tallahassee Police Department's (TPD) Special Victims Unit provided the following investigative checklists for the agency: General Investigation Checklist, Sexual Assault Investigation Checklist, and Child Abuse and Neglect Checklist.

TPD General Investigation Checklist

Situation Assessments

- Assess situation and observe all conditions, events, statements, remarks
- Verify criminal or investigative authority, jurisdiction, etc.
- Locate initial and any secondary crime scenes
- Maintain and protect all crime scenes; is there a need to expand perimeters?
- Post officers around crime scene perimeter and designate scribe
- Are there sufficient personnel on scene to accomplish investigative tasks?
- Notify supervisory/support personnel and establish incident command
- Locate and identify any suspects as soon as possible; keep separate
- Locate and identify any victims, witnesses, by-standers; keep separate
- Develop an investigative plan of action

On-Scene Investigative Tasks

- Obtain briefing from primary officer at the scene
- Interview victim, witnesses, and by-standers to verify original information and to seek additional information
- Involve Forensics Unit early and ensure the evidence has been preserved, photographed, collected and submitted for evidence
- Review crime scene to verify facts and seek additional information
- Conduct a neighborhood canvas? Or K-9 evidence search? As appropriate
- Are there security videos in area?
- Consider the strategic advantages of media releases
- De-brief investigative team prior to leaving scene

Locating and Interviewing Suspect

- Re-Issue most current suspect person and vehicle information (FCIC/PMDC)
- Check computer databases (CJNet, DAVID, CCIS, CrimeNtel, IIQ, TJail, etc.)
- Check cellular tracking, phone usage traces, etc.
- Check with crime analysis, field interrogation reports, pawn shop
- Submit latent print comparisons to Forensics

APPENDIX E: Tallahassee Police Department Investigative Checklists

- Locate most recent photo for suspect photo line-up
- Disseminate suspect information to patrol and other agencies
- Once located, is the suspect properly secured during the interview?
- Activate audio/video recording equipment
- Obtain waiver of Miranda and search, as appropriate
- De-brief suspect for involvement in other crimes
- Follow legal protocols for counsel requests, juveniles, breaks, etc.
- Obtain written statements whenever available

Notifications

- Additional investigative and forensic support
- Follow the Command Staff Notification Protocol
- Notify other police agencies, as appropriate
- Public Information Officer (PIO), as appropriate
- Victim Advocates

TPD Sexual Assault Investigation Checklist

Situation Assessment

- Assess situation and observe all conditions, events, statements, remarks
- Verify criminal or investigative authority, jurisdiction, etc.
- Locate initial and any secondary crime scenes
- Maintain and protect all crime scenes; is there a need to expand perimeters?
- Post officers around crime scene perimeter and designate scribe
- Are there sufficient personnel on scene to accomplish investigative tasks?
- Notify supervisory/support personnel and establish incident command
- Locate and identify any suspects as soon as possible; keep separate
- Locate and identify any victims, witnesses, by-standers; keep separate
- Develop an investigative plan of action

On-Scene Investigative Tasks

- Obtain briefing from primary officer at the scene
- Interview victim, witnesses, and by-standers to verify original information and to seek additional information
- Involve Forensics Unit early and ensure the evidence has been preserved, photographed, collected and submitted for evidence
- Review crime scene to verify facts and seek additional information

APPENDIX E: Tallahassee Police Department Investigative Checklists

- Conduct a neighborhood canvass? Or K-9 evidence search? As appropriate
- Are there security videos in area?
- Consider the strategic advantages of media releases
- De-brief investigative team prior to leaving scene

Adult Victims of Sexual Battery

- Request SA Kit - Any time the assault has taken place within the last 72 hours. Make sure you instruct the SANE nurse or staff that will be collecting the SA Kit of any specifics you need, i.e. breast swabs, finger swabs, blood or urine draw immediately due to possible date rape drugs (most cycle out of the system very fast, take both blood and urine). Also, if the victim is advising they have blocks of missing memory or patchy memory, it is good to get the blood and urine ASAP
- Contact the SANE nurse - The SANE nurse should notify the refuge house so a victim advocate can respond to the hospital; they do this on all rapes. It is a mandatory notification even if the victim has access to TPD, FSU or FAMU VAs. If your medical personnel are not trained SANE nurses, you will need to make the notification, 681-2111 (Refuge House).
- Obtain the SA Kit - Make sure you receive the SA Kit envelope with the swabs, sealed and signed, also any clothing and blood or urine. All of the packages should be sealed and signed by the nurse and impounded as soon as possible (refrigerator for SA Kit, blood and urine, regular for clothes)
- Collection of Evidence from Suspect
- Penile swabs, finger swabs and buccal swabs for DNA standard

Collection of Evidence from Scene

- Consent or Search Warrant
- Child Victims of Sexual Battery and Lewd & Lascivious Battery
- Has DCF been notified (required when a custodial relationship exists between the victim and alleged suspect); the LEO report line quicker
- Contact the Child Protection Team (CPT) to arrange the services you need

Victims of Child Neglect and Abuse

- Treat like an aggravated battery case
- Pictures of the injuries
- Get the alleged weapon (think DNA gathering is needed)
- Photograph the scene (especially on neglect cases)
- Notify DCF if they have not already been notified

APPENDIX E: Tallahassee Police Department Investigative Checklists

- Arrange Forensic interview w/ CPT if necessary
- Arrange for a medical exam with Dr. Moorer through CPT to check the child, document all injuries (even the ones you can not see) and give an evaluation

Locating and Interviewing Subject

- Re-Issue most current suspect person and vehicle information (FCIC/PMDC)
- Check computer databases (CJNet, DAVID, CCIS, CrimeNtel, IIQ, TJail, etc.)
- Check cellular tracking, phone usage traces, etc.
- Check with crime analysis, field interrogation reports, pawn shop
- Submit latent print comparisons to Forensics
- Locate most recent photo for suspect photo line-up
- Disseminate suspect information to patrol, and other agencies
- Once located, is the suspect properly secured during the interview?
- Activate audio/video recording equipment
- Obtain waiver of Miranda and search, as appropriate
- De-brief suspect for involvement in other crimes
- Follow legal protocols for counsel requests, juveniles, breaks, etc.
- Obtain written statements whenever available

Notifications

- Additional investigative and forensic support
- Follow the Command Staff Notification Protocol
- Notify other police agencies, as appropriate
- Public Information Officer (PIO), as appropriate
- Inquiry Report Prepared by State Attorney's Office

APPENDIX F: TPD Sexual Battery Information Guide

TPD Sexual Battery Information Guide

CITY OF TALLAHASSEE POLICE DEPARTMENT

Sexual Battery

Information Guide

TALLAHASSEE POLICE DEPARTMENT
234 E. Seventh Avenue
Tallahassee, FL 32303
(850) 891-4200

CITY OF TALLAHASSEE

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APPENDIX F: TPD Sexual Battery Information Guide

TPD's Commitment to Victims of Sexual Violence

The Tallahassee Police Department's first priority is to focus on your physical and emotional care, before focusing on the criminal investigation.

The Special Victims Unit (SVU) at TPD investigates all types of sexual related crimes reported to our agency. SVU investigators are here to help you and explain the process along the way.

TPD has four victim advocates who assist crime victims. A TPD Victim Advocate will be assigned to your case and will assist you throughout the process.

A TPD Victim Advocate can help provide the following services to those who have been a victim of sexual violence:

- On-Scene Assistance
- Crisis Intervention
- Community Information-Referrals
- Safety Planning,
- Civil Injunction Assistance,
- Victim Compensation Information

You do not have to report a crime or make a report to contact a TPD Victim Advocate. Speaking with an advocate may help you understand your options more thoroughly.

A TPD Victim Advocate can be reached by calling our Criminal Investigations Division at 850-891-4331.

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APPENDIX F: TPD Sexual Battery Information Guide

What Are My Reporting Options?

A victim of a sexual battery is encouraged to obtain a forensic exam regardless of their decision to file a report with law enforcement. The exam is provided free of charge and typically occurs at the Tallahassee Memorial Hospital. Victims are assisted by trained Sexual Assault Nurse Examiners (SANE).

Refuge House, Inc. is a certified rape crisis center for the Tallahassee area. The Refuge House provides free and confidential advocacy to victims, their family and friends. This service is provided regardless of the victim's decision to report to law enforcement.

Victims of sexual violence have the right to have a victim advocate from a certified rape crisis center present during a forensic exam. Law enforcement officers may be present only with the explicit consent of the victim. TPD understands and respects these rights.

Your Options:
Refer to the chart on the back for your options regarding forensic exams and reporting to the Tallahassee Police Department.

Even if you never intend to pursue criminal charges against the person who assaulted you, you are encouraged to report the incident and/or have a forensic exam.

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APPENDIX F: TPD Sexual Battery Information Guide

What Can I Expect From TPD?

Upon reporting the incident to the Tallahassee Police Department a victim will be informed and assisted with all the following:

- Treatment of any injuries you have
- A medical and/or forensic exam
- Place you in contact with an Advocate
- An interview with you
- An interview with witnesses
- Collection of evidence
- Contact/interview of suspect
- Contact with the State Attorney's Office
- Arrest of the suspect or other disposition of the case

Your information will remain confidential. TPD will not share information about your case outside of law enforcement without your consent. This includes speaking with your parents, friends, etc. about your case.

The Tallahassee Police Department ensures victims have the opportunity to provide as much input as possible during the investigative process.

It is vitally important to TPD that victims feel comfortable with the process and feel they can freely communicate any questions or concerns they have to the responding officer, the investigator, or the victim advocate working their case.

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APPENDIX F: TPD Sexual Battery Information Guide

*In all cases, victims of sexual battery have the right to free and confidential advocacy and counseling services from Tallahassee's certified rape crisis center, Refuge House. A TPD Victim Advocate will also be made available to victims.

Forensic Exam & full disclosure report*	Forensic Exam & anonymous report*	Forensic Exam & no report*	Report only & no forensic exam*	Anonymous report & no forensic exam*	No report & no forensic exam*
Victim receives a forensic exam and reports the full details of the sexual battery to TPD for further investigation.	Victim receives a forensic exam, chooses to speak with TPD, but keeps all identifying information anonymous. Kit will be stored for 48 months so it may be used if the victim decides to report at a later time.	Victim receives a forensic exam, and chooses not to speak with TPD. Kit will be stored for 48 months so it may be used if the victim decides to report at a later time.	Victim files a report with TPD, but chooses not to receive a forensic exam.	Victim files a report with TPD but keeps all identifying information anonymous. Victim chooses not to have a forensic exam.	Victim chooses not to report the sexual battery or receive a forensic exam.

APPENDIX F: TPD Sexual Battery Information Guide

You may contact a Special Victims Unit Investigator or a TPD Victim Advocate for questions by calling the Criminal Investigations Division 850-891-4331

Crime victimization can leave victims and their families-friends in a state of turmoil. As a result of the multifaceted needs of victims of trauma, TPD relies on community resources to provide assistance. The following is a list of local network service providers:

Refuge House - (Sexual Violence)	850-681-2111
Refuge House (Relational Violence)	850-681-2111
2-1-1 Big Bend (I & R/Counseling)	2-1-1
FSU Victim Advocacy	850-644-7161
FAMU Victim Advocacy	850-599-3145
Leon County Sheriff's Victim Adv.	850-922-3300
State Attorney Victim Advocates	850-606-6112
Legal Services of N. Florida	850-385-9007
Office of the Attorney General	850-414-3300
Tallahassee Memorial Hospital	850-431-1155
CDA-Consolidated Dispatch Agency	850-606-5800

Keep in mind…

Whatever impacts one area of life will impact all areas.

As we work through this process, we re-establish the sense of control needed to function on a daily basis. However, no one can tell us how long it will take to move through these stages.

PD 165 Revised 1/2015

CITY OF TALLAHASSEE

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Leon County
Board of County Commissioners

Notes for Agenda Item #2

Leon County
Board of County Commissioners

Cover Sheet for Agenda #2

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a Status Report on Leon County's Entry into the Community Rating System Program of the National Flood Insurance Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, Director, Environmental Services Division Anna Padilla, Senior Environmental Engineer, Environmental Services Division

Fiscal Impact:

This item has no fiscal impact to the County. However, the County's participation in the Community Rating System will save property owners in the unincorporated County who are required to purchase flood insurance an estimated 10% to 20% reduction annually in their individual premiums or $93,000 collectively.

Staff Recommendation:

Option #1: Accept the status report on Leon County's entry into the Community Rating System Program of the National Flood Insurance Program.

Report and Discussion

Background:

In an effort to reduce flood insurance premiums for unincorporated area residents, Leon County's Department of Development Support and Environmental Management undertook the effort to become part of the voluntary Community Rating System (CRS). As way of background, the CRS is a voluntary program of the National Flood Insurance Program (NFIP).

The National Flood Insurance Program (NFIP) is a Federal Emergency Management Agency (FEMA) program that provides federally guaranteed flood insurance within communities that adopt and enforce floodplain management regulations. The goals of the NFIP are not only to provide flood insurance to affected property owners, but also to encourage flood loss reduction activities by communities, which in turn saves taxpayers' money. By participating in the NFIP, communities agree to adopt and enforce a floodplain management Ordinance to regulate development in flood hazard areas, thereby minimizing the potential for flood damage to future development. The NFIP requires that new buildings be protected from flooding; however, flood damage can still result from extremely large rain events and to buildings built before the community joined the NFIP. Leon County has been participating in the NFIP since 1982.

The Community Rating System (CRS) is a voluntary program developed to support and further the goals of the NFIP by providing incentives and tools for communities to do more than simply regulate construction of new buildings to the minimum national standards. Under the CRS, residents receive flood insurance premium discounts reflective of their community's efforts to reduce flood damage to existing buildings, manage development in areas not mapped by the NFIP, protect new buildings beyond the minimum NFIP protection level, and preserve and/or restore natural functions of floodplains. In addition to the cost-saving benefit received by the citizens, community benefits from the CRS activities include enhanced public safety, reduction in damage to property and infrastructure, and protection of the environment.

Communities participating in the CRS receive a classification from 1 to 9, with the lower classification rating providing larger flood insurance premium reduction. By participating in the NFIP, but not in the CRS, communities are rated as CRS Class 10 communities and receive no premium reductions. CRS Class 1 communities are the highest performing communities and receive the largest premium reductions of 45% for insured properties within the FEMA flood hazard zones. It becomes increasingly difficult to achieve lower classification ratings due to the additional prerequisites and programs the community must implement. The City of Tallahassee participates in the CRS program and is currently rated as a CRS Class 6 community.

For many years, Leon County has had programs and policies in place for which the CRS gives credit for participation. With staff changes within the Department of Development Support and Environmental Management (DSEM) over the past several years, including the addition of a Certified Floodplain Manager, staff researched and discussed entrance into the CRS and the potential citizen benefits. With total flood insurance premiums in the unincorporated Leon County consistently over $800,000 annually and increasing, staff saw participation in the CRS as potential cost savings to residents, as well as a way to protect life and property during a flood. Additionally, the down turn in development review and permitting at the time provided DSEM staff with resources that could be reallocated to the multi-year effort required by the CRS review process.

With input and support from County Administration, staff began the lengthy process to enter the CRS program in the summer of 2012. The first step of the process involved sending a letter to FEMA's Region IV office requesting a Community Assistance Visit (CAV) to verify the community was in full compliance with the NFIP. This request letter was signed by the County Administrator on August 21, 2012 and sent to FEMA. Due to limited FEMA staff and Hurricane Sandy response support, FEMA was unable to conduct the CAV until the week of June 24, 2013. During the CAV, DSEM staff met with FEMA representatives to review floodplain Ordinances and building permit files. On March 24, 2014, staff received a letter from FEMA stating Leon County was in good standing with the NFIP and FEMA recommended that the County be enrolled in the Community Rating System Program.

The next step of the program entry process was to submit a letter of interest to an Insurance Service Office, Inc. (ISO)/CRS Specialist. In March 2014, DSEM staff sent a letter of interest to Leon County's ISO/CRS Specialist. On May 29, 2014, an ISO/CRS Specialist met with DSEM staff and staff representatives from various County departments for a Technical Assistance Visit (TAV). The purpose of the TAV was to determine which CRS activities the County could receive credit for and discuss the documentation required for each activity. The ISO/CRS Specialist returned on July 10, 2014 for the New Application Verification Visit. During this visit, the ISO/CRS Specialist reviewed the permit files and documentation indicated during the May 29th meeting.

On December 5, 2014, DSEM staff received a letter from the ISO/CRS Specialist summarizing the preliminary results of the Verification Visit. A follow-up letter was received on May 22, 2015, confirming Leon County's entry into the CRS program as a Class 6 community, effective May 1, 2015 (Attachment #1). Staff will continue to evaluate opportunities for additional credit and the associated potential cost savings as familiarity with the program increases. At any time, a community may apply for a CRS Class modification by requesting credit for new activities or additional credit for revised policies and programs.

Analysis:

Effective May 1, 2015, Leon County was designated as a CRS Class 6 community. Therefore, residents within the SFHA (generally, those with a federal mandatory flood insurance purchase requirement) will receive a 20% discount on flood insurance premiums, and residents outside the SFHA, but in high-risk areas, will receive a 10% discount on flood insurance premiums. Residents who are not required to purchase flood insurance and live in low-risk areas will not receive a discount; however, these residents have a Preferred Risk Policy, which is already a low cost policy. Residents should notice the discount on their policy renewals or on their new flood insurance policies. Currently, unincorporated Leon County has 1,628 flood insurance policies in force, totaling $905,603 in annual flood insurance premiums. The CRS Class 6 designation will result in a total annual savings of $93,364 for residents. The average savings for policyholders are outlined below:

	Inside SFHA	Outside SFHA	Low Risk Areas*	Total
Policies in Force	585	43	1,000	1,628
Premiums	$442,025	$49,591	$413,987	$905,603
Avg. Premium	$756	$1,153	$414	-
CRS Class 6 Savings	$88,405	$4,959	$0	$93,364
Per Policy Avg. Savings	$151	$115	$0	-

** Not required to purchase flood insurance due to low flood risk.*

DSEM was instrumental in Leon County's entry into the CRS Program; however, this undertaking and the resulting Class 6 rating could not have been achieved without the assistance of staff from several departments, including the Tallahassee-Leon County Planning Department, Leon County Emergency Management, Geographic Information Systems (GIS), Management Information Services (MIS), Public Works, and Community & Media Relations. Many of the programs the County had in place were eligible to receive CRS credit, but required reports and supporting documentation to be granted the credit. Staff from the respective departments compiled the information and prepared the necessary documentation. For example, GIS prepared maps of the County illustrating the areas within the FEMA special flood hazard areas (SFHAs) that are preserved as open space or are zoned low density residential. Additionally, Public Works compiled information on the drainage system and stormwater management facilities maintained by the County.

Several new activities were implemented as a result of this process, which increased the County's CRS classification. MIS staff coordinated with DSEM Environmental Services staff to develop a new flood protection webpage devoted to flooding and flood risks, buying and building responsibly, and flood preparation and recovery. Staff of the Building Plans Review and Inspection Division at DSEM conducted a lengthy review of the standard operating procedures for permit review, specifically for Elevation Certificates, to ensure the County met the minimum requirements of the program. The review resulted in process changes to ensure Elevation Certificates are appropriately documented prior to the issuance of a Certificate of Occupancy.

Now that Leon County has entered the CRS program, the County must continue to implement the credited activities to maintain Class 6 status. In addition, DSEM must continue to maintain the building permit files, Elevation Certificates, and required program logs for future audit review by the ISO/CRS Specialist. Each year, Leon County will be required to complete a recertification form stating that the County is continuing to implement the activities for which they are receiving credit, along with documentation supporting the referenced activities. Every five years, an ISO/CRS Specialist will conduct a Verification Visit similar to the visit for the County's entry into the program that took place in July 2014. During this visit, the ISO/CRS Specialist will review permit files, supporting documentation, and review County policies and operating procedures to ensure compliance with the CRS Program.

Options:

1. Accept the status report on Leon County's entry into the Community Rating System Program of the National Flood Insurance Program.
2. Do not accept the status report on Leon County's entry into the Community Rating System Program of the National Flood Insurance Program.
3. Board direction.

Recommendation:
Option #1.

Attachment:
1. FEMA Acceptance Letter

U.S. Department of Homeland Security
Region IV
3003 Chamblee-Tucker Road
Atlanta, GA 30341

FEMA

May 15, 2015

Mr. Vincent Long
Leon County Administrator
301 South Monroe Street, 5th Floor
Tallahassee, Florida 32301

Congratulations for Community Rating System Program Success - CID: 120143

Dear Mr. Long:

As a participant in the National Flood Insurance Program (NFIP), Leon County made a decision several years ago to participate in the NFIP's Community Rating System (CRS). As a result of the County's outstanding performance in the CRS, flood insurance policyholders within your jurisdiction are afforded premium discounts on their policies.

As a token of our appreciation for the County's efforts to reduce loss of lives and property damage caused by flooding, restore environmental functions of floodplains, and hold development to standards that exceed the minimum requirements of the NFIP, we are pleased to present you this plaque acknowledging your successes in the CRS.

All of us at the Federal Emergency Management Agency and in particular Region IV, including our partners, the NFIP Coordinators in Florida and the Insurance Services Office (CRS staff), congratulate you for your accomplishment.

In the years to come, we hope that Leon County will aim even higher and pursue additional avenues to further improve your CRS rating. Please give us a call at (770) 220-5400 if we can be of assistance.

Sincerely,

Jesse F. Munoz, CEM
Director
Mitigation Division

Leon County
Board of County Commissioners

Notes for Agenda Item #3

Leon County
Board of County Commissioners

Cover Sheet for Agenda #3

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Minutes: May 26, 2015 Regular Meeting; May 26, 2015 Joint City-County Comprehensive Plan Amendments Cycle 2015-1 Adoption Hearing; and, June 9, 2015 Regular Meeting

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the May 26, 2015 Regular Meeting; May 26, 2015 Joint City-County Comprehensive Plan Amendments Cycle 2015-1 Adoption Hearing; and, June 9, 2015 Regular Meeting.

Attachments:

1. May 26, 2015 Regular Meeting
2. May 26, 2015 Joint City-County Comprehensive Plan Amendments Cycle 2015-1 Adoption Hearing
3. June 9, 2015 Regular Meeting

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
May 26, 2015

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

The Invocation was provided by Vice-Chairman Bill Proctor, who then led the Pledge of Allegiance.

Awards and Presentations

- Commissioner John Dailey presented a Proclamation recognizing the Pilot Club's 80th Anniversary. Charlotte Edenfield and members of the Pilot Club accepted the Proclamation and expressed thanks to the Board for the recognition.
- County Administrator Vince Long presented a Proclamation to Kim Dressel, Senior Assistant to the County Administrator, in honor of her retirement after 36 years of dedicated public service to Leon County and its citizens.
  - Chairman Lindley and Commissioners Proctor, Dailey, Desloge and Dozier relayed their appreciation to Ms. Dressel for her professionalism and dedication and expressed good wishes for her a well-deserved retirement.

Consent:
Commissioner Dozier moved, duly seconded by Commissioner Proctor, to approve the Consent Agenda, as presented. The motion carried 7-0.

1. Approval of Minutes: April 14, 2015 Regular Meeting; April 14, 2015 Joint City/County Comprehensive Plan Amendment Cycle 2015-1 Transmittal Public Hearing and April 28, 2015 Regular Meeting

The Board approved Option 1: Approve the minutes of the April 14, 2015 Regular Meeting; April 14, 2015 Joint City/County Comprehensive Plan Amendment Cycle 2015-1 Transmittal Public Hearing and April 28, 2015 Regular Meeting.

2. Ratification of Commissioners" Appointments to the Human Services Grant Ratification of Commissioners' Appointments to the Minority/Women and Small Business Enterprise Committee

The Board approved Options 1 & 2: 1) Ratify Commissioner Lindley's reappointment of Michelle Wyrick to the Minority/Women and Small Business Enterprise Committee for a term of two years, and 2) Ratify Commissioner Maddox's reappointment of Brian Boulware to the Minority/Women and Small Business Enterprise Committee for a term of two years.

3. Approval of Payment of Bills and Vouchers Submitted for May 26, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of May 27 – June 8, 2015

The Board approved Option 1: Approve the payment of bills and vouchers submitted for May 26, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of May 27 – June 8, 2015.

4. Acceptance of the FY 2014/2015 Mid-Year Financial Report

The Board approved Option 1: Accept the FY 2014/2015 Mid-Year Financial Report.

5. Authorization to Transfer Surplus Leon County Vehicle to the Lake Jackson Volunteer Fire Department

The Board approved Option 1: Authorize the transfer of the surplus Leon County 2004 Chevrolet Suburban identified in this agenda item to the Lake Jackson Volunteer Fire Department.

6. Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Leon County Land Development Code to Amend the Lake Protection Zoning District for June 9 and July 7, 2015 at 6:00 p.m.

The Board approved Option 1: Schedule two required Public Hearings to consider proposed revisions to the Leon County Land Development Code to amend the Lake Protection Zoning District for June 9 and July 7, 2015 at 6:00 p.m.

7. Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Leon County Land Development Code to Amend the Rural Zoning District for June 9 and July 7, 2015 at 6:00 p.m.

The Board approved Option 1: Schedule two required Public Hearings to consider proposed revisions to the Leon County Land Development Code to amend the Rural Zoning District for June 9 and July 7, 2015 at 6:00 p.m.

8. Request to Schedule Two Public Hearings on a Proposed Ordinance to Amend the Stormwater Standard for the Lake Jackson Basin for June 9 and July 7, 2015 at 6:00 p.m.

The Board approved Option 1: Schedule two required Public Hearings to consider a proposed Ordinance to amend the stormwater standard for the Lake Jackson Basin for June 9 and July 7, 2015 at 6:00 p.m.

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

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

General Business

9. Acceptance of the 2015 Status Report on the Leon County Water Quality Monitoring Program

County Administrator Long introduced the item. He relayed that while this status report is provided annually, an interest had been expressed by the Board for a more in-depth report. He introduced Theresa Heiker, Stormwater Management Coordinator, to make presentation on the topic.

Ms. Heiker introduced the water quality monitoring team – Johnny Richardson, Water Resource Scientist; Mark Tancig, Water Resources Specialist, and Melissa Hughes Water Resources Limnologist. She shared that the data collected is used for the National Pollutant Discharge Elimination System (NPDES) Program; Total Maximum Daily Loads; to assess water

quality (current and trends) and corrective action, i.e., land use restrictions and improvement projects.

Mr. Richardson noted that water samples are taken from 13 lakes, 27 streams and two rivers and 73 water quality monitoring stations, which are located throughout the County. He added that standard operating procedures are used to collect, preserve, measure and analyze water quality.

Mr. Tancig discussed the various methods used to insure that a quality water sample is collected, such as field conditions and observations in the field. He also discussed the steps taken to analyze the water samples collected. Mr. Tancig shared that the data analysis is shared with the Department of Environmental Protection (DEP) and the Environmental Protection Agency.

Commissioner Dailey thanked staff for the work they do on all the water bodies throughout the County. He mentioned that members of the Friends of Lake Jackson will take representatives from DEP out in Lake Jackson to look at the vegetation in the lake and hoped that a member of the team would be able to join them.

Commissioner Dailey moved, duly seconded by Commissioner Desloge approval of Option 1: Accept the 2015 Status Report on the Leon County Water Quality Monitoring Program.

Commissioner Dozier asked, with evolving EPA rules, if the testing currently being conducted has placed it in a good position should the County have to implement new rules. Ms. Heiker responded that the County is in a very good position as we are the source of data for the DEP and EPA. She added that the "Waters of the U.S." rule pertains more to permitting than testing.

Commissioner Proctor dialogued with Ms. Heiker on the water quality of County lakes. She stated that by in large County lakes are of high quality and meet state standards. She conveyed that the Department of Health issues advisories on fish consumption and water quality and currently there are no health advisories for area water bodies. Ms. Heiker added that the County's water quality monitoring is above and beyond what is required. Regarding vegetation in Lake Jackson, Ms. Heiker shared that it has not contributed to the water quality issue and the State determines the appropriate level of vegetation.

The motion carried 7-0.

10. Acceptance of Status Report on the Placement of Fire Hydrants on Current Water Systems in Unincorporated Areas of the County

County Administrator Long introduced the item. He recalled that the Board had in February 2014 conducted a workshop on fire safety infrastructure needs in unincorporated Leon County and directed staff to bring back a policy formalizing the placement of fire hydrants.

Chief Quillin, EMS Director, provided an overview of the proposed policy. He reported that staff in conjunction with Talquin Electric and the City water utility identified 187 locations within unincorporated areas where fire hydrants could be placed on current water systems with no additional water lines needing to be installed. He advised that based on the $100,000 per year allocation, it is estimated that 15 hydrants can be placed per year at an average cost of $6,500. He referenced the initial prioritization list (included in the proposed policy) and commented that it was a starting point for the placement of new hydrants and represents the top 80 locations that meet the policy guidelines. Chief Quillin added that that staff would continue to

work with the water utility providers to evaluate when and where additional hydrants can be added and will update the prioritization list on an annual basis until all known hydrant placements are complete. He pointed out that in addition to the direct public safety benefit these hydrants will provide, property owners may experience a reduction in their home owners insurance.

Chairman Lindley acknowledged that home owner insurance premiums is a concern throughout the County and was pleased that beginning in 2020, the County will begin receiving more resources through the infrastructure sales tax to support the Livable Infrastructure For Everyone (LIFE) program, which could be utilized to supplement the existing annual allocation for fire hydrants.

Commissioner Dozier stated that the lack of hydrants in a concern to residents in District 5 as it directly impacts insurance premiums. She asked if there is a requirement to replace water lines for appropriate water pressure when the City annexes or when the Urban Services Area is expanded. County Administrator Long responded that, where annexation is concerned, the same requirements would apply as for new developments and in terms of pre-existing development there is no special criteria. Commissioner Dozier asked if the County could have special criteria. County Attorney Thiele responded that mandatory retrofit by homeowners is not required and special assessments are a possibility to spread the cost. Commissioner Dozier accepted that the County had limited options, but expressed concerns that some residents could be priced out of their homes in certain areas due to high insurance premiums.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the status report on the placement of fire hydrants on current water systems in the unincorporated areas of the County.

Commissioner Proctor commented that most of the areas scheduled for a hydrant are in Districts 3 and 5. He asserted that the list was not balanced throughout the County and was "amazed" that Wade Trail located in The Pines was not slatted for a hydrant. He opined that The Pines neighborhood has been in existence long enough to earn a hydrant. He asked what methodology was used to determine where to install hydrants. Chief Quillin responded that new hydrants are added to areas that do not have hydrants but have water systems that are capable of supporting the hydrant. He stated that efforts were made to distribute the hydrants throughout various areas of the County. Commissioner Proctor stated that there was no way that he could in good conscious support the motion.

In response to Commissioner Proctor's continued concerns, Kathy Burke, Engineering Services Director, shared that the prioritization list proposes hydrants where there is water sufficient line size and storage capability to allow for the placement of a hydrant. She mentioned that funds received from the LIFE program could be used to upsize water lines in those neighborhoods not listed. She added that neighborhoods developed prior to 1990 (within the Talquin service area) were not required to provide water lines and infrastructure capable of providing fire hydrants.

Commissioner Desloge asked if there is a way to offer direction and choices to those residents who are on well-water systems and have high insurance premiums. County Administrator Long responded that there is "no easy answer" to this issue. He commented that the Insurance Service Organization (ISO) will not recognize a water source that does not have significant capacity and recalled that the Board, in effort to help homeowners, sited fire substations in rural areas equipped with pumper tankers.

DRAFT

Commissioner Proctor requested that the motion be amended to include the Pines neighborhood, north of Oak Ridge Road. Commissioner Dozier, as the maker of the motion, stated that she did not wish to amend the motion; however, would support a request to staff for an analysis.

Commissioner Proctor offered a substitute motion to accept the report with the addition of the neighborhood north of Oak Ridge Road. The motion died for lack of a second.

Commissioner Maddox agreed that there was a need for hydrants in the area being discussed by Commissioner Proctor. He wanted to better understand the issue, i.e., water pressure, how can it be rectified, is there a plan for LIFE to look at this area as a priority. *He asked that the motion be amended to request a written report to address these issues on how to go about getting hydrants into The Pines neighborhood.* **Commissioner Dozier indicated that she would accept an amendment for a written response (not an agenda item) to be provided to the Board regarding the area around Oak Ridge/The Pines.**

The motion as amended carried 6-1 (Commissioner Proctor in opposition).

11. Approval of the Proposed Fourth Amendment to Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services with the City of Tallahassee, Adopting and Incorporating Therein the Second Term Fire Services Rate Study, and Adoption of the Resolution Adopting and Imposing the Fire Rescue Assessment and Fire Service Fee

County Administrator Long introduced the item. He noted the item reflects the Board's actions of May 12 regarding the 15% reduction of rates for two years over which the Board will consider the placement of a sales tax referendum to allow voters to decide if this is a desirable replacement mechanism for fire services.

Commissioner Desloge moved, duly seconded by Commissioner Dozier approval of Options 1 & 2: 1) Approve the Fourth Amendment to the Interlocal Agreement regarding the Provision of Fire and Emergency Medical Services with the City of Tallahassee, adopting and incorporating therein the Second Term Fire Services Rate Study, and 2) Approve the Resolution Relating to the Provision and Funding of Fire Rescue Services.

Commissioner Proctor asked if the County issues development permits to areas that cannot support hydrant capacity and does the item take into account a rate system based on areas without fire hydrants. County Attorney Thiele responded that development permits would not be issued to areas that cannot support hydrant capacity; and the cost of the tanker shuttle service is factored into the fire service fee for areas without hydrants.

The motion carried 7-0.

12. Consideration of Full Board Appointments to the Architectural Review Board

County Administrator Long introduced the item.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Reappoint Elizabeth Crawford to the Architectural Review Board as the representative from Tallahassee Trust for Historic Preservation for a term of three years and 2) Appoint Rhonda Hammond to the Architectural Review Board as the member of American Institute of Architects to the Architectural Review Board for a term of three years. The motion carried 7-0.

DRAFT

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

13. Joint City/County 2015-1 Adoption Hearing on Cycle 2015-1 Comprehensive Plan Amendments

The City and County Commissions met in joint session in the County Commission Chambers.

Attending: County Commission: Chairman Mary Ann Lindley and Commissioners Kristin Dozier, Bryan Desloge, John Dailey, Nick Maddox and Jane Sauls.
City Commission: Mayor Andrew Gillum, Commissioner Curtis Richardson and Scott Maddox. Also attending were County Attorney Herb Thiele, Deputy City Attorney Linda Hudson, and Board Secretary Rebecca Vause.

Call to Order:

Chairman Lindley called the Joint City/County Adoption Hearing on Cycle 2015-1 Comprehensive Plan Amendments to order at 6:02 p.m.

Introductory Comments by Staff:

Barry Wilcox, Division Manager, Comprehensive Planning and Urban Design, introduced the 2015-1 comprehensive plan amendments. He shared that the four amendments approved by the Commissions on April 14, 2015 were transmitted to the Department of Economic Opportunity and no comments have been received from them. He advised that the amendments, if adopted, would become effective in early July.

Consent Agenda:

The following Consent Agenda was presented to the Joint Commissions for approval.

- PCT150103: DRI Thresholds for the Urban Central Business District
- PCM150101: TALCOR Midtown
- PCT150104: Sustainable Development in Lake Protection (Removed from Consent)
- PCT150105 Commercial Uses in the Rural Future Land Use Category

PCT150105: Commercial Uses in the Rural Future Land Use Category

The following individuals appeared and expressed their appreciation to the Board and County staff for their support and willingness to work with residents in the development of the amendment.

- Mike Rylick, 9601-68 Miccosukee Road
- Jeff Blair, 9143 Stargate Way, President, Keep it Rural Coalition
- Rob Lombardo, 9601-54 Miccosukee Road
- Pamela Hall 5051 Quail Valley Road

PCT150104: Sustainable Development in Lake Protection

The following individuals appeared and expressed concerns regarding the proposed amendment as it relates to the proposed stormwater standard.

- George Lewis, 203 North Gadsden Street
- Alan Niedoroda, 6000 Miller Landing Cove, President, Friends of Lake Jackson
- Pamela Hall, 5051 Quail Valley Road

DRAFT

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the public hearing on Cycle 2015-1 Comprehensive Plan Amendments and adopt proposed map amendment PCM150101 and text amendments PCT150103 and PCT150105 and submit to the Florida Department of Economic Opportunity. The motion carried 6-0 (Commissioner Proctor absent).

Commissioner Richardson moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the public hearing on Cycle 2015-1 Comprehensive Plan Amendments and adopt proposed map amendment PCM150101 and text amendments PCT150103 and PCT150105 and submit to the Florida Department of Economic Opportunity. The motion carried 3-0 (Commissioners Ziffer and Miller absent).

PCT150104: Sustainable Development in Lake Protection
(Not approved under the Consent Agenda)

Commissioner Dailey stated that the Friends of Lake Jackson continued to have some concerns regarding discrepancies on interpretation. He shared the four main points brought to his attention and asked staff to respond:

1) Whether or not to add Element B to recovery time specifications into the Comp Plan versus having them in Land Development Code;
2) Definition of nodes by parcel boundaries;
3) & 4) Conforming/non-conforming issues.

County Attorney Thiele responded that staff would continue to interpret the Comprehensive Plan as it has since July 1990, as far as conforming and non-conforming residential properties. He stated that previously vested properties, whether vacant or improved, and which are in a previously approved subdivision would not be required to utilize the new standard for improvements. He added that properties that are destroyed by acts of nature (fire, flood, etc.) would be able to be rebuilt to the same impervious surface that had previously existed. He indicated that the new standard would apply to all vacant land not otherwise vested, all non-residential open vacant properties and if a non-residential property seeks to be rebuilt they might have to meet the new standard (but would receive some credits under the code).

Commissioner Dailey established with County Attorney Thiele that enforcement of recovery time specifications are equal in both the Land Development Code and Comprehensive Plan.

Regarding the definition of nodes, Mr. Wilcox responded that staff identified areas which met the criteria to become a lake protection node parcel; meaning they 1) were within the basin; 2) were within the Lake Protection category; 3) not within a previously platted or approved subdivision, and 4) not within one of the special development zones associated with Lake Jackson. He added that any proposed future nodes would have to go through the Comprehensive Plan process and be property vetted.

On behalf of the County: *Commissioner Dailey moved, duly seconded by Commissioner Desloge, to adopt Cycle 2015-1 Comprehensive Plan Amendment PCT150104 and submit to the Florida Department of Economic Opportunity. The motion carried 6-0 (Commissioner Proctor absent).*

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, to adopt Cycle 2015-1 Comprehensive Plan Amendment PCT150104 and submit to the Florida Department of Economic Opportunity. The motion carried 3-0 (Commissioners Ziffer and Miller absent).*

DRAFT

County Adoption of Cycle 2015-1 Plan Amendment Ordinance

On behalf of the County: *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to adopt the Ordinance adopting the Cycle 2015-1 Comprehensive Plan amendments. The motion carried 6-0 (Commission Proctor absent).*

City Adoption of Cycle 2015-1 Plan Amendment Ordinances

Linda Hudson, Deputy City Attorney, read into the record Ordinance No. 15-O-20, an Ordinance of the City of Tallahassee Adopting Amendments to the 2030 Tallahassee/Leon County Comprehensive Plan; Providing for Severability and Conflicts; and Providing an Effective Date.

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, to adopt the Ordinance No. 15-O-20 adopting the Cycle 2015-1 Comprehensive Plan amendments. The motion carried 3-0 (Commissioners Ziffer and Miller absent).*

Chairman Lindley adjourned the second and final public hearing for the 2015-1 Comprehensive Plan Amendment Cycle at 6:30 p.m.

Additional Discussion Item – Joint City/County Commissions:

1. Approval of Revisions to Future Comprehensive Plan Amendment Cycle Meeting Schedules to Remove Individual Commission Workshops.

Barry Wilcox, Division Manager, Comprehensive Planning and Urban Design, reviewed the amendment process regarding what meetings are required by State Statute and what meeting are currently held by County and City for consideration of eliminating the City and County workshops. He indicated that the amended meeting schedule would begin with the 2016-1 amendment cycle.

Commissioner Dozier mentioned that while she did not believe removing the individual workshops from the schedule would impact the process, she did express some concern that shortening the process would eliminate some of the time now available for negotiating and working through contentious issues with residents. Mr. Wilcox responded that considerable staff time is spent in preparation for the workshops and suggested that the proposed elimination of the workshop would allow more time for staff to meet with the public and workout any issues.

On behalf of the County: *Commissioner Desloge moved, duly seconded by Commissioner Maddox, to approve Option 1: Approve proposed changes to future Comprehensive Plan Amendment Cycle meeting schedules to remove individual Commission Workshops, beginning with the 2016-1 amendment cycle. The motion carried 6-0 (Commissioner Proctor absent).*

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, to approve Option 1: Approve proposed changes to future Comprehensive Plan Amendment Cycle meeting schedules to remove individual Commission Workshops, beginning with the 2016-1 amendment cycle. The motion carried 3-0 (Commissioners Ziffer and Miller absent).*

DRAFT

2. Acceptance of the Status Report on the Tallahassee-Leon County Comprehensive Plan Future Land Use Element Revision Scope and Schedule

Mr. Wilcox provided an overview of the proposal to 1) reformat the existing on-line Comprehensive Plan; 2) modernize its appearance and 3) increase usability. He also reviewed the scope of work and anticipated time line for an in-depth analysis and potential revision of the Comprehensive Plan's Land Use element.

Speaker:

- Pamela Hall, 5051 Quail Valley Road, provided comment on the proposed analysis and revision to the Land Use element. She also requested to be appointed to the Land Use Element Reform Steering Committee.

Commissioner Dozier commented that she had anticipated some conversation at the beginning of the review and rewrite process on the goals and the expected outcome. Mr. Wilcox responded that staff anticipates bringing to the Board in February 2016 a proposed scope and scale for the initiative and the Board will be given an opportunity for input at that time.

On behalf of the County: *Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the Tallahassee-Leon County Comprehensive Plan Future Land Use Element Revision Scope and Schedule Status Report. The motion carried 6-0 (Commissioner Proctor absent).*

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, approval of Option 1: Accept the Tallahassee-Leon County Comprehensive Plan Future Land Use Element Revision Scope and Schedule Status Report. The motion carried 3-0 (Commissioners Ziffer and Miller absent).*

There being no further business to come before the Joint Commissions, Chairman Lindley adjourned the meeting at 6:55 p.m.

ADD ON ITEM

14. Approval to Assume Project Responsibility for the Natural Bridge Road Bridge Replacement Project

County Administrator Long introduced the item. He conveyed that the County had received an e-mail from the Department of Transportation (DOT) that it would no longer be managing the Natural Bridge Road Bridge Replacement Project. He stated that the DOT has offered to transfer the construction bid award, all design documents and permits to allow the County to complete the project. He mentioned that DOT pointed out that the bridge is a Leon County structure and construction funding is provided by the federal government. County Administrator Long mentioned that if it was decided to not move forward at this time, the County would continue to have DOT inspect the bridge and advise of weight restrictions; however, at some point in the future the bridge would have to be replaced and grant funding is uncertain.

Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Authorize the County Administrator to execute an agreement with FDOT, in a form approved by the County Attorney's Office, whereby FDOT will transfer the existing construction contract and completed design plans and all permits associated with the Natural Bridge Road bridge replacement project to Leon County and arrange for Leon County's receipt of the associated federal funding, and Leon County will manage and administer the Natural Bridge Road bridge replacement project on a go-forward basis, and 2) Authorize the County Administrator to execute any and all documents necessary for Leon County to manage, administer and deliver the Natural Bridge Road bridge replacement project, and to receive, budget and expend the associated funding.

DRAFT

Commissioner Desloge opined that this will allow the County to have more control over the project and the goal is to get the bridge replaced as expediently and efficiently as possible.

Commissioner Dozier asked why DOT no longer wanted to manage the project. County Administrator Long responded that it was unclear the reasoning and confirmed that nothing had changed regarding the project. She also asked about the legal proceeding brought by residents against the DOT. County Attorney Thiele stated that the current case would go away; however when the permits are transferred to the County, the lawsuit can be refilled. Commissioner Dozier expressed a concern that a delay could mean construction would run into next school year. County Administrator Long responded that he is hopeful that the transfer of permits can occur very quickly so as to allow for the current construction schedule to remain.

Commissioner Proctor suggested that residents impacted by the bridge project be notified that DOT has transferred the management of the project to the County.

Commissioner Maddox affirmed with County Attorney Thiele that the County would be party to any future legal proceedings brought on by the residents. Mr. Thiele added that the resident's do not want the bridge closed and are challenging the permits. He opined that the permits issued by the Water District and the County were proper. Commissioner Maddox indicated that he did not want to go through the process of legal proceedings, if avoidable and asked if staff contemplate offering any other options for the project. County Administrator Long stated that the project remains the same.

The motion carried 7-0.

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

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

Comments/Discussion Items

County Attorney Thiele:

- Introduced new Assistant County Attorney, Jessica Icerman, who has been with the office for approximately two months and will handle environmental and land use issues.
- On behalf of the County Attorney's Office, thanked Kim Dressel and Tony Park for their years of working with and the wonderful relationship with his office.

County Administrator Long:

- No items.

Commissioner Discussion Items

Commissioner Sauls:

- Wished Kim Dressel a wonderful retirement.

Commissioner Desloge:

- Provided an update on NACo initiatives:
  - *Stepping Up*, which partners with the American Psychiatric Association and other organizations to address mental health in jails.
  - Waters of the United States – legislatively House and Senate supports efforts to redefine rule that clarifies the scope of waters of the U.S. and make it less onerous for local governments.
  - NACo will collocate with the National League of Cities in a newly constructed facility in Washington, D.C. The facility will house an auditorium and conference rooms for press conferences, etc.
  - Reminded Commissioners of the NACo annual meeting in Charlotte, North Carolina in mid-July.

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Commissioner Maddox:

- Congratulated Tony Park and Kim Dressel on their well-deserved retirements.

Commissioner Dozier:

- Thanked staff for another successful Operation Thank You event.
- Conveyed that the County had received high praise from Veteran Affairs officials at the grand opening of the 132nd Veterans National Cemetery. The site officially opened on Friday, May 22nd.
- Shared that the Leon County Research and Development Authority recently held its annual Elevator Pitch Night and awarded $25,000 in grants through its Technology Commercialization Grant Program. The top winner, Proper Channel, was awarded $15,000. She touted that four of the five finalists, and the top two award winners, had worked with DOMI.
- Welcomed a new addition to the Dozier family – cousin Emory Alexander Dozier.

Commissioner Dailey:

- No items.

Vice-Chairman Proctor:

- Relayed his congratulations to Ms. Dressel and Mr. Park on their retirements.
- Announced that the LIFT program (mental health in jails) has not received, thus far, appropriations from the legislature. He shared that a funding request for the same amount as last year will be coming to the Board for its consideration.
- Stated that the Summer Youth Program had 3,000 applications for 80 positions, which is reflective of the need for employment for youth. He hoped that Commissioners would, at the upcoming Chamber Retreat, advocate for a discussion on the recent reports out of the New York Times concerning the community.
- Requested staff review intersections where sight lines are difficult due to overgrowth.
- Announced that his daughter, Haley Proctor, was graduating from Lincoln High School this evening and he would not be attending the Comprehensive Plan Amendments Adoption Public Hearing at 6:00 p.m.

Chairman Lindley:

- Stated that FAMU will host a conference on Thursday to discuss women's mental health issues, particularly as it relates to African American women.
- Acknowledged Shington Lamy's work with the federal Veterans Affairs Office and the opening of the Veterans Cemetery.
- The Board has received an invitation from Mayor Gillum to attend a discussion on Promise Zone goals which will be held on July 1st from 8:30 – 10:00 a.m.
- On behalf of Chairman Lindley: *Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval for a Proclamation in honor of Janet Olin's retirement from the Supervisor of Elections Office. The motion carried 7-0.*

Chairman Lindley recessed the Board at 4:49 p.m. for its dinner break and announced that it would reconvene at 6:00 to hold the scheduled public hearing.

Receipt and File:

- Dove Pond Community Development District Proposed Budget Fiscal Year 2016

Adjourn:
There being no further business to come before the Board, the meeting was adjourned at 6:55 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

DRAFT

Adoption Hearing
Comprehensive Plan Amendment Cycle 2015-1
Leon County Board of Commissioners &
Tallahassee City Commission
May 26, 2015
Leon County Courthouse

The City and County Commissions met in joint session in the County Commission Chambers.

Attending: County Commission: Chairman Mary Ann Lindley and Commissioners Kristin Dozier, Bryan Desloge, John Dailey, Nick Maddox and Jane Sauls.
City Commission: Mayor Andrew Gillum, Commissioner Curtis Richardson and Scott Maddox. Also attending were County Attorney Herb Thiele, Deputy City Attorney Linda Hudson, and Board Secretary Rebecca Vause.

Call to Order:

Chairman Lindley called the Joint City/County Adoption Hearing on Cycle 2015-1 Comprehensive Plan Amendments to order at 6:02 p.m.

Introductory Comments by Staff:

Barry Wilcox, Division Manager, Comprehensive Planning and Urban Design, introduced the 2015-1 comprehensive plan amendments. He shared that the four amendments approved by the Commissions on April 14, 2015 were transmitted to the Department of Economic Opportunity and no comments have been received. He advised that the amendments, if adopted, would become effective in early July.

Consent Agenda:

The following Consent Agenda was presented to the Joint Commissions for approval.

- PCT150103: DRI Thresholds for the Urban Central Business District
- PCM150101: TALCOR Midtown
- PCT150104: Sustainable Development in Lake Protection (Removed from Consent)
- PCT150105 Commercial Uses in the Rural Future Land Use Category

PCT150105: Commercial Uses in the Rural Future Land Use Category

The following individuals appeared and expressed their appreciation to the Board and County staff for their support and willingness to work with residents in the establishment of the amendment.

- Mike Rylick, 9601-68 Miccosukee Road
- Jeff Blair, 9143 Stargate Way, President, Keep it Rural Coalition
- Rob Lombardo, 9601-54 Miccosukee Road
- Pamela Hall 5051 Quail Valley Road

PCT150104: Sustainable Development in Lake Protection

The following individuals appeared and expressed concerns regarding the proposed amendment as it relates to the proposed stormwater standard.

- George Lewis, 203 North Gadsden Street
- Alan Niedoroda, 6000 Miller Landing Cove, President, Friends of Lake Jackson
- Pamela Hall, 5051 Quail Valley Road

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the public hearing on Cycle 2015-1 Comprehensive Plan Amendments and adopt proposed map amendment PCM150101 and text amendments PCT150103 and PCT150105 and submit to the Florida Department of Economic Opportunity. The motion carried 6-0 (Commissioner Proctor absent).

Commissioner Richardson moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the public hearing on Cycle 2015-1 Comprehensive Plan Amendments and adopt proposed map amendment PCM150101 and text amendments PCT150103 and PCT150105 and submit to the Florida Department of Economic Opportunity. The motion carried 3-0 (Commissioners Ziffer and Miller absent).

PCT150104: Sustainable Development in Lake Protection
(Not approved under the Consent Agenda)

Commissioner Dailey stated that the Friends of Lake Jackson continued to have some concerns regarding discrepancies on interpretation and shared the four main points brought to his attention and asked staff to respond:

1) Whether or not to add Element B to recovery time specifications into the Comp Plan versus having them in Land Development Code;
2) Definition of nodes by parcel boundaries;
3) & 4) Conforming/non-conforming issues.

County Attorney Thiele responded that staff would continue to interpret to interpret the Comprehensive Plan as it has since July 1990, as far as conforming and non-conforming residential properties. He stated that previously vested properties, whether vacant or improved, and which are in a previously approved subdivision would not be required to utilize the new standard for improvements. He added that properties that are destroyed by acts of nature (fire, flood, etc.) would be able to be rebuilt to the same impervious surface that had previously existed. He indicated that the new standard would apply to all vacant land not otherwise vested, all non-residential open vacant properties and if a non-residential property seeks to be rebuilt they might have to meet the new standard (but would receive some credits under the code).

Commissioner Dailey established with County Attorney Thiele that enforcement of recovery time specifications are equal in both the Land Development Code and Comprehensive Plan.

Regarding the definition of nodes, Mr. Wilcox responded that staff identified areas which met the criteria to become a lake protection node parcel; meaning they 1) were within the basin; 2) were within the Lake Protection category; 3) not within a previously platted or approved subdivision, and 4) not within one of the special development zones associated with Lake Jackson. He added that any proposed future nodes would have to go through the Comprehensive Plan process and be property vetted.

On behalf of the County: *Commissioner Dailey moved, duly seconded by Commissioner Desloge, to adopt Cycle 2015-1 Comprehensive Plan Amendment PCT150104 and submit to the Florida Department of Economic Opportunity. The motion carried 6-0 (Commissioner Proctor absent).*

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, to adopt Cycle 2015-1 Comprehensive Plan Amendment PCT150104 and submit to the Florida Department of Economic Opportunity. The motion carried 3-0 (Commissioners Ziffer and Miller absent).*

County Adoption of Cycle 2015-1 Plan Amendment Ordinance

On behalf of the County: *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to adopt the Ordinance adopting the Cycle 2015-1 Comprehensive Plan amendments. The motion carried 6-0 (Commission Proctor absent).*

City Adoption of Cycle 2015-1 Plan Amendment Ordinances

Linda Hudson, Deputy City Attorney, read into the record Ordinance No. 15-O-20, an Ordinance of the City of Tallahassee Adopting Amendments to the 2030 Tallahassee/Leon County Comprehensive Plan; Providing for Severability and Conflicts; and Providing an Effective Date.

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, to adopt the Ordinance No. 15-O-20 adopting the Cycle 2015-1 Comprehensive Plan amendments. The motion carried 3-0 (Commissioners Ziffer and Miller absent).*

Chairman Lindley adjourned the second and final public hearing for the 2015-1 Comprehensive Plan Amendment Cycle at 6:30 p.m.

Additional Discussion Item – Joint City/County Commissions:

1. Approval of Revisions to Future Comprehensive Plan Amendment Cycle Meeting Schedules to Remove Individual Commission Workshops.

Barry Wilcox, Division Manager, Comprehensive Planning and Urban Design, reviewed the amendment process regarding what meetings are required by State Statute and what meeting are currently held by County and City for consideration of eliminating the City and County workshops. He indicated that the amended meeting schedule would begin with the 2016-1 amendment cycle.

Commissioner Dozier mentioned that while she did not believe removing the individual workshops from the schedule would impact the process, she did express some concern that shortening the process would eliminate some of the time now available for negotiating and working through contentious with residents. Mr. Wilcox responded that considerable staff time is spent in preparation for the workshops and suggested that the proposed elimination of the workshop would allow more time for staff to meet with the public and workout any issues.

On behalf of the County: *Commissioner Desloge moved, duly seconded by Commissioner Maddox, to approve Option 1: Approve proposed changes to future Comprehensive Plan Amendment Cycle meeting schedules to remove individual Commission Workshops, beginning with the 2016-1 amendment cycle. The motion carried 6-0 (Commissioner Proctor absent).*

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, to approve Option 1: Approve proposed changes to future Comprehensive Plan Amendment Cycle meeting schedules to remove individual Commission Workshops, beginning with the 2016-1 amendment cycle. The motion carried 3-0 (Commissioners Ziffer and Miller absent).*

2. Acceptance of the Status Report on the Tallahassee-Leon County Comprehensive Plan Future Land Use Element Revision Scope and Schedule

Mr. Wilcox provided an overview of the proposal to reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability. He also reviewed the scope of work and anticipated time line for an in-depth analysis and potential revision of the Comprehensive Plan's Land Use element.

Speaker:

- Pamela Hall, 5051 Quail Valley Road, provided comment on the proposed analysis and revision to the Land Use element. She also requested to be appointed to the Land Use Element Reform Steering Committee.

Commissioner Dozier commented that she had anticipated some conversation at the beginning of the review and rewrite process on the goals and the expected outcome. Mr. Wilcox responded that staff anticipates bringing to the Board in February 2016 a proposed scope and scale for the initiative and the Board will be given an opportunity for input at that time.

On behalf of the County: *Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the Tallahassee-Leon County Comprehensive Plan Future Land Use element Revision Scope and Schedule Status Report.* *The motion carried 6-0 (Commissioner Proctor absent).*

On behalf of the City: *Commissioner Maddox moved, duly seconded by Commissioner Richardson, approval of Option 1: Accept the Tallahassee-Leon County Comprehensive Plan Future Land Use element Revision Scope and Schedule Status Report.* *The motion carried 3-0 (Commissioner Ziffer and Miller absent).*

There being no further business to come before the Joint Commissions, Chairman Lindley adjourned the meeting at 6:55 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
June 9, 2015

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

The Invocation was provided by Commissioner Jane Sauls, who then led the Pledge of Allegiance.

Awards and Presentations
None.

Consent:

Commissioner Desloge moved, duly seconded by Commissioner Dozier to approve the Consent Agenda, as presented. The motion carried 7-0.

1. Approval of Minutes: April 28, 2015 Budget Workshop for FY 2015/2016

The Board approved Option 1: Approve the minutes of the April 28, 2015 Budget Workshop for FY 2015/ 16.

2. Adoption of Revision to Leon County Personnel Policies and Procedures

The Board approved Option 1: Adopt proposed revised Personnel Policies and Procedures, Section VII – Attendance and Leave – Annual Leave Sell Back Program.

3. Authorization to Negotiate a Revised Memorandum of Understanding with the University of Florida in Regards to the Leon County Cooperative Extension Program

The Board approved Option 1: Authorize the County Administrator to negotiate and execute a revised Memorandum of Understanding with the University of Florida in regards to the Leon County Cooperative Extension Program, in a form approved by the County Attorney.

4. Approval of Payment of Bills and Voucher Submitted for June 9, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of June 10 through June 22, 2015

The Board approved Option 1: Approve the payment of bills and vouchers submitted for June 9, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of June 10 through June 22, 2015.

5. Approval of the Fallschase Village Center Building and Site Design Guidelines and Standards Manual

The Board approved Option 1: Approve the Fallschase Village Center Building and Site Design Guidelines and Standards Manual.

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6. Approval of the Proposed Traffic Signal Maintenance and Compensation Agreement Phase 2 with the Florida Department of Transportation

The Board approved Option 1: Approve the proposed Traffic Signal Maintenance and Compensation Agreement Phase 2 with the Florida Department of Transportation, and authorize the County Administrator to execute.

7. Acceptance of the Leon County Citizens Advisory Water Resources Committee 2014 Annual Report

The Board approved Option 1: Accept the Leon County Citizens Advisory Water Resources Committee 2014 Annual Report.

8. Acceptance of a Report on Posting Fish Consumption Advisories at Leon County Boat Landings

The Board approved Option 1: Accept the status report on posting fish consumption advisories at Leon County boat landings and take no further action.

Citizens to be Heard on Non-Agendaed Items

- Gerry Miller, 462 Groveland Hills Drive, President of Buck Lake Alliance, spoke on agenda item #5: "Approval of the Fallschase Village Center Building and Site Design Guidelines and Standards Manual". He stated that the manual is a huge step forward and was the result of a lot of work by three entities: the County, Buck Lake Alliance, and Lormax Stern. He specifically thanked DSEM staff - Director David McDevitt, Development Services Director Ryan Culpepper, and Development Services Administrator Schott Brockmeier.
- LaTanya White, 500 W. Gamble Street, a FAMU faculty member, and Dr. Friday-Stroud, Dean of the FAMU School of Business, spoke on "Lemonade Day" – a community-wide educational program that teaches youth the entrepreneurial skills necessary to start, own, and operate their own business (a lemonade stand). She shared that Lemonade Day will be on Saturday, June 13th and asked the Board for assistance in getting the word out to retailers for lemonade stand locations. She mentioned that they will be working with the Health Department on permitting and have trained 56 students in Leon and Gadsden Counties.
- Don Axelrod, 6457 Fitz Lane, a retired professor from FAMU Environmental Health, spoke representing the Democratic Environmental Caucus. He discussed the causes and threats of climate change and asked the Board to consider developing a Climate Action Plan that looks at all greenhouse gas sources in the city and the county. He distributed San Diego's climate action plan and suggested that some of their initiatives could be considered in Leon County.

General Business

9. Acceptance of Report on Local Economic Conditions and National Rankings

County Administrator Long introduced the item. He stated that the Board requested an agenda regarding the establishment of a blue ribbon citizens panel to make recommendations on how the County could expand economic opportunities for residents in response to two recently published studies that portrayed Leon County in a negative light.

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Ken Morris, Assistant County Administrator, provided an overview and analysis of the two studies: 1) A study reported by the *Tallahassee* Democrat that found Tallahassee to be the most economically segregated city in the country and 2) a *New York Times* article on intergenerational mobility research suggested that poor children in Leon County have significant difficult ascending the income ladder compared to other counties in the U.S.

Chairman Lindley referenced the recent violence and asked what is local governments strongest and best role in these issues.

Commissioner Proctor expressed appreciation to the Board for its willingness to delve into the accuracy of the reports and tackling the findings from the reports "head on". He opined that the reports and recent events offer an opportunity for community leaders to collaborate and develop strategies to address these issues. He suggested that local scholars such as Dr. Friday-Stroud, Dean of FAMU School of Business and representatives from FSU and TCC be extended an opportunity to review the reports and conduct their own assessment of the community. He commented that while he would not offer a motion at this time, was inclined to support Option 2.

Commissioner Maddox shared that he attended last Thursday's community discussion and spoke of the valuable information he obtained regarding the issues facing the Southside and Frenchtown. He commented that the most resounding aspect he took away from the conversation was that the community accepts the responsibility and understands they have to be part of the solution. He spoke of the successful community based organizations operating on the Southside, such as the Boys Choir and the Distinguished Young Gentlemen program who provide guidance and provide a positive environment for youth. Commissioner Maddox stated that while asking local scholars to engage in a study of our own had merit, suggested the Board consider a mini grant process for those organization that are doing good work on the Southside/Frenchtown to help address these issues and combat crime.

Commissioner Maddox moved, duly seconded by Commissioner Proctor, to direct staff to bring back a budget discussion item for a mini-grant process, capped at $100,000 ($10,000 per organization) to support community based programs/organizations attempting to find solutions for the issues identified in the study and crime in the Southside/Frenchtown area.

Commissioner Dozier stated that she could support the motion for a budget discussion item; however, she reminded the Board that an increase in CHSP funding is contemplated for the upcoming fiscal year and that program provides funding to most of these organizations. She added that she was a little reluctant to support a new program, as there is a tremendous amount going on by a variety of organizations focused on the Southside. Commissioner Dozier remarked that she was not as much interested in the establishment of a citizens committee, but more interested in a workshop. She suggested that staff be given time to look at what other groups are doing, determine the gaps and come up with some possible recommendations for the Board to consider. She also added that there needs to be collaboration of efforts with the City.

Commissioner Maddox indicated that he was not adverse to taking $100,000 of the CHSP proposed increase and having it directed toward community based solutions for the Frenchtown/Southside organizations addressing these issues.

Commissioner Desloge stated that he tended to agree with Commissioner Dozier as he too was hesitant to start a separate program. He articulated that a lot of work had been put into the creation of the CHSP process and it was a well-defined, democratic process. He suggested that, should the Board decide to conduct a workshop, the United Way be involved to provide input on how or where the funds could be better directed.

Commissioner Dailey conveyed that he had concerns about taking monies out of the proposed CHSP increase. He was also worried about legal issues that may arise by the creation of designating specific geographic areas for CHSP funding. Commissioner Dailey proclaimed that he would support the motion on the floor; however, had great hesitations moving forward.

Commissioner Proctor asserted that the community is in an emergency state and all of the traditional supports have not "answered the call". He purported that only United Way sanctioned organizations receive CHSP funding and that some of the programs that Commissioner Maddox's motion would target are "outside the walls" and not reachable through CHSP. He urged the Board support of the motion.

Chairman Lindley stated that she could support a budget discussion item on this issue. She commented on the idea of a workshop and asked that the Board keep in mind what government can and cannot do. She recalled that the County, in addition to an increase in CHSP funding, provides monies for mental health and other community based health organizations.

Commissioner Maddox spoke in support of his motion and reiterated that all he is asking for is the opportunity for staff to bring back as a budget discussion item information whereby the Board could consider a $100,000 mini grant program to support community based solutions for the problems plaguing the community. He also stated that he could support the direction of a workshop, but in addition to the funding.

Commissioner Proctor discussed concerns about the legality of establishing such a grant program through the County. He established with County Administrator Long that the Board had in the past established mini grant processes in coordination with the CHSP process; and while this is a little different, Mr. Long indicated that staff would bring would bring back in the budget discussion item all the issues for the Board's consideration. Commissioner Proctor confirmed that Option 2 was not included as part of the motion.

Commissioner Dozier remarked that she did not believe that geographic segregation for funding was appropriate as there are problems throughout the community. She also reported that there are a tremendous number of non-profits who do work and represent the Southside and participate in the CHSP process. She shared that the Joint Planning Board for the CHSP looked into establishing categories based on need and to allocate more dollars into those program areas; however, decided did not move forward because they found that the need was across the board.

Commissioner Desloge reiterated his recommendation that the United Way be weaved into the discussion.

Commissioner Desloge called the question.

The motion carried 7-0.

10. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of $685,132 for the Construction of Lake Heritage Dam Improvements

County Administrator Long introduced the item. He stated that the project has been budgeted through the Blueprint 2000 Water Quality Enhancements and the vendor was the lowest responsive bidder and met MBE and WBE aspirational goals for the project.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of $685,132 for the Construction of Lake Heritage Dam Improvements, and authorize the County Administrator to execute. The motion carried 6-0 (Commissioner Proctor out of Chambers).

11. Consideration of Full Board Appointments to the Architectural Review Board and Council on Culture & Arts

County Administrator Long introduced the item.

Commissioner Desloge moved, duly seconded by Commissioner Dozier approval of Option 1: Appoint Ronald McCoy to the Architectural Review Board in the owner of property zoned Historical Preservation category for a term of three years. The motion carried 6-0 (Commissioner Proctor out of Chambers).

Chairman Lindley passed the gavel to Commissioner Dailey.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Options 2, 3 & 4: 2) Appoint Adrienne Wright in the Volunteer category to the Council on Culture & Arts for a term of four years; 3) Appoint Lucia Fishburne in the Marketing category to the Council on Culture & Arts for a term of four years, and 4) Reappoint John Lawrence in the Historical/Heritage category to the Council on Culture & Arts for a term of four years. The motion carried 6-0 (Commissioner Proctor out of Chambers).

Commissioner Lindley assumed possession of the gavel.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

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

12. Second and Final Public Hearing on Proposed Amended and Restated Bradfordville Chapter 163 Development Agreement

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

Commissioner Desloge moved, duly seconded by Commissioner Maddox to conduct the second and final Public Hearing and approve the proposed Amended and Restated Bradfordville Chapter 163 Development Agreement. The motion carried 7-0.

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13. First of Two Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code to Amend the Rural Zoning District

County Administrator Long announced the public hearing.

Mr. Long conveyed that the proposed ordinance implements recently approved amendments to the Comprehensive Plan. He also provided a summary of the item.

Speakers:

- Pamela Hall, 5051 Quail Valley Road, urged the Board to support the amendment.
- Jeff Blair, expressed appreciation to staff and the Board for their efforts in the development of the revised LDC language.

Commissioner Dozier moved, duly seconded by Commissioner Dailey approval of Option 1: Conduct the first of two Public Hearings to consider proposed revisions to the Leon County Land Development Code to amend the Rural Zoning District, and schedule the second and final Public Hearing for July 7, 2015 at 6:00 p.m. The motion carried 7-0.

14. First of Two Public Hearings to Consider a Proposed Ordinance Revising the Leon County Land Development Code to Amend the Lake Protection Zoning District

County Administrator Long announced the public hearing.

Mr. Long conveyed that the proposed ordinance implements recently approved amendments to the Comprehensive Plan and provided an overview of the item. Mr. Long noted that, subsequent to distribution of the agenda item, the Planning Commission recommended some modifications to the Lake Protection ordinance, of which staff agrees and suggested that they be incorporated into the ordinance for the second public hearing on July 7th. He also conveyed that the Planning Commission recommended development standards for community and recreational facility uses as well as development standards for lighting and signage in the Lake Protection Land Use District, of which staff also concurs.

Speaker:

- Pamela Hall, 5051 Quail Valley Road, suggested that staff go ahead and incorporate recommended development and design standards for community service in recreational facilities in Lake Protection into the ordinance.

Commissioner Dailey asked staff's input to Ms. Hall's recommendation. County Administrator Long indicated that staff would like to have the latitude to bring back after the public hearings. Upon questioning from Commissioner Dailey on the legality of incorporating the recommendations into the ordinance, County Attorney Thiele recommended that they come back in two separate ordinances.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first of two required Public Hearings to consider a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District, and schedule the second and final Public Hearing for July 7, 2015 at 6:00 p.m.

Commissioner Proctor requested clarification on the requirement for sidewalks in the Lake Protection zone. David McDevitt, DSEM Director, responded that the exemptions provided for in the proposed ordinance attempts to promote walkability within the four proposed clusters; thus those same exemptions would not apply in the Lake Protection Zone.

The motion carried 7-0.

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15. First of Two Public Hearings on a Proposed Ordinance to Amend the Stormwater Standard for the Lake Jackson Basin

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

Mr. Long conveyed that the proposed ordinance implements recently approved amendments to the Comprehensive Plan. He also provided a summary of the item.

Commissioner Dozier moved, duly seconded by Commissioner Dailey, approval of Option 1: Conduct the first of two Public Hearings to consider a Proposed Ordinance to amend the stormwater standard for the Lake Jackson Basin, and schedule the second and final Public Hearing for July 7, 2015 at 6:00 p.m.

Commissioner Proctor asked staff to respond to his concerns that retention of water in stormwater ponds has negatively affected the amount of water in Lake Jackson. John Kraynak, Environmental Services Director, explained how the new standard would improve the water quality of the lake and help keep nitrogen from entering the lake and producing a proliferation of aquatic vegetation. Mr. Kraynak stated that Lake Jackson's water levels had not been affected by the County's water retention policies, but by a rain fall pattern being in a ten year drought. Commissioner Proctor remarked that he will "vote for more water" and cannot support the proposed standard.

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

Citizens to be Heard on Non-Agendaed Items

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

Comments/Discussion Items

County Attorney Thiele:

- No items.

County Administrator Long:

- No items.

Commissioner Discussion Items

Commissioner Sauls:

- No items.

Commissioner Desloge:

- Commented that he had received numerous questions regarding laws regulating drones and indicated that he would like to be better educated on the subject.
  - *Commissioner Desloge moved, duly seconded by Commissioner Dailey, to direct staff to bring back an agenda item on laws regulating drones, i.e., what can and cannot be done, any pitfalls, etc. The motion carried 6-0 (Commissioner Proctor out of Chambers).*
- Introduced his summer intern, Jordan Rogers, a junior at Godby High School.
- Relayed that Chris Holley, Florida Association of Counties (FAC) Executive Director is retiring and wanted to do something special to recognize his leadership.
  - *Commissioner Desloge moved, duly seconded by Commissioner Proctor, to have staff consider an appropriate recognition (possibly a reception prior to a Board meeting), other than a Proclamation, for Chris Holley, who is retiring as FAC Executive Director. The motion carried 7-0.*
- Reminded Commissioners of the FAC Annual Meeting will be held July 16–29 in Jacksonville and the NACo Annual Conference scheduled for July 10-13 in Charlotte, North Carolina.

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Commissioner Maddox:

- *Commissioner Maddox moved, duly seconded by Commissioner Dozier, to present a Proclamation on June 23rd honoring the FAMU Wind Symphony Ensemble for being named the first classical ensemble from a historically Black College or University, scheduled to perform at the prestigious world famous Kennedy Center venue in 2016. The motion carried 7-0.*
- Provided the County Administrator a packet, for his information, regarding the 2017 Centennial Celebration of the Old Spanish Trail (Florida to California) that begins with a conference in Alabama this year and their 2017 conference scheduled in Tallahassee. He requested the County Administrator review the information to determine what role the County would wish to play in the celebration.
- *Commissioner Maddox moved, duly seconded by Commissioner Desloge, to direct staff to bring back an agenda item regarding the status on inclusionary housing regulation; include information on what the Tallahassee Housing Authority is doing to update their facilities on Orange Avenue and Joe Lewis Street.*
  - Commissioner Desloge referenced the successful public-private partnership that worked to redevelop the blighted Ebony Gardens into Goodbread Hills located in the Frenchtown area. He submitted that the area referenced by Commission Maddox is very similar and federal money is available to help improve the area.
  - Commissioner Maddox clarified that he would like a better understanding of what inclusionary housing is, how it works and if there is a place for County involvement.
  - *Commissioner Dozier commented that there is a lot of energy from members of the County's Affordable Housing Advisory Committee and asked if the agenda item could include an update on what is going on within the Committee. Commissioner Maddox accepted the amendment.*
  - Commissioner Desloge suggested that staff reach out to John Koelemij, a local individual who has vast knowledge in the affordable housing area.
  - *The motion, as amended, carried 7-0.*
- Announced that it was the first week for the Jimbo Fisher Football Camp. He also mentioned that he had the opportunity to throw out the first pitch at the Chaires Little League game.

Commissioner Dozier:

- Shared that it was a fantastic First Year Anniversary at DOMI.
- *Commissioner Dozier moved, duly seconded by Commissioner Desloge, permission to work with staff, contacts in Washington, D.C, and the Economic Development Council (EDC) to develop a proposal to host a future American Competitive Exchange (ACE). (The proposal would be brought to the Board in the Fall.) The motion carried 7-0.*
- Conveyed that she had, on the recent ACE trip, talked with the Mayor of Gainesville about a special recognition program for school teams or those who receive academic achievements that they utilize and was interested in exploring that for the County.
  - *Commissioner Dozier moved, duly seconded by Commissioner Maddox, to direct staff to bring back an agenda item which explores opportunities for a special Proclamations program to recognize academic and sports achievements at local schools. The motion carried 7-0.*

Commissioner Dailey:

- Commented that there are a number of very talented and dedicated individuals who are willing to serve on County committees. He was interested in exploring a way to keep these citizens interested and involved (when they are not appointed to a particular committee in which they might have submitted application to serve on).
  - Commissioner Desloge suggested that language be integrated in letters sent by the Agenda Coordinator to those citizens who are not appointed to County committees; and, maybe include a list of upcoming appointments/vacancies.

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- Recognized his District 3 summer interns: Morgan Guse, Charles Dailey, Kinard Walker-Pursino, Schuyler Seymore and Austin Murdaugh.

Vice-Chairman Proctor:

- Recognized District 1 summer youth and interns: Eugene Moore, McKenzie Handsford, Rediet Yared, Eunice Johnson, Narkeetris Scurry, Quamaine Montgomery, Darius Whitehead, Leomene Aime, Aimee Register, and Alexander Jordan.
- Thanked the community for its interest and participation in the June 4th community meeting "A Community Conference on Youth, Adolescent and Young Adult Issues". He mentioned that there were concerns from those attending that there were no women on the panel. He conveyed that he had in fact invited numerous women leaders, i.e., school board, city commission, elected representatives, etc. and they did not attend. He also shared that a second community meeting would be held on July 9. He stated that it was a very spirited and robust meeting and much was learned from the event.
- Requested that staff be aggressive in their attention to intersections with overgrowth that obstruct line of sight.
- *Commissioner Proctor moved an agenda item for Board consideration of a $3,000 funding request from Big Bend Crime Stoppers for "My Home, My Community, My Responsibility" Program to be held on August 1st.*
  - Commissioner Dozier stated that she was reluctant to fund out of cycle without a really good reason; however, suggested that they apply for event funding through the TDC or CRA.
  - *The motion died for lack of a second.*

Chairman Lindley:

- Indicated that she had been unable to attend Commissioner Proctor's event, but wanted to acknowledge and salute the many moms and grandmothers who have been carrying the load on many of the issues brought up for many years.

Chairman Lindley recessed the Board at 4:37 for its dinner break and announced that it would reconvene at 6:00 to conduct the scheduled public hearings.

Receipt and File:

- 2015-054 State Board of Administration – Local Government Surplus Funds Trust Fund – Financial Audit
- 2015-047 Florida State University – Developmental Research School – Florida Education Finance Program
- Capital Region Community Development District Record of Proceedings – December 11, 2014

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 6:25 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

DRAFT

Leon County
Board of County Commissioners

Notes for Agenda Item #4

Leon County
Board of County Commissioners

Cover Sheet for Agenda #4

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Bob Inzer, Clerk of the Circuit Court and Comptroller
Vincent S. Long, County Administrator

Title: Approval of Resolutions Certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Oakhill Farms, Pasadena Hills, Rainbow Acres, Terre Bonne, Windwood Hills and Winfield Forest Subdivisions to the Leon County Tax Collector

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Betsy Coxen, Finance Director, Clerk of Court and Comptroller
Lead Staff/ Project Team:	Norma Parrish, Treasury Manager Rebecca Vause, Board Secretary

Fiscal Impact:

This item has a fiscal impact by facilitating the collection of approximately $295,221 in previously imposed Special Assessments, and is contemplated in the FY 2015/16 budget.

Staff Recommendation:

Option #1: Approve the Resolutions certifying the Non-Ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Pasadena Hills, Rainbow Acres, Terre Bonne, Windwood Hills and Winfield Forest Subdivisions to the Leon County Tax Collector (Attachments #1 - #13).

Report and Discussion

Background:

This item seeks Board approval of the Resolutions certifying the Special Assessment rolls to the Tax Collector for the following subdivisions: Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Pasadena Hills, Rainbow Acres, Terre Bonne, Windwood Hills, and Winfield Forest. Before September 15th of each year, a Resolution certifying the non-ad valorem tax roll for each subdivision must be approved by the Board before the parcels can be billed by the Leon County Tax Collector. Upon approval, the special assessment rolls for the subdivisions will be submitted to the Leon County Tax Collector for inclusion in the 2015 November tax bills.

A Board workshop was held on March 23, 1999, regarding proposed revisions to the Special Assessment Program. Ratification of Board actions taken at the workshop were approved by the Board at the March 30, 1999 Board Meeting. At the October 26, 1999 regular meeting, the Board authorized staff to schedule and advertise a notice of a public hearing to be held on November 23, 1999 for receiving comments regarding the proposed utilization of the Uniform Method of Collection of Special Assessments. Staff then notified the appropriate agencies and affected property owners of the Board's intent to place the assessments on the tax roll.

The original road paving special assessment for Arvah Branch was assessed at $870.73 per lot, with an original total assessment of $86,202.27 for 99 lots. The current annual payments are $95.60 per lot (including past and future interest) for a remaining anticipated collection of $172.86. For Fiscal Year 2015/2016, there is one remaining lot assessed at $95.60, for a total anticipated collection of $95.60 in Fiscal Year 2015/2016 (Attachment #1).

The original sewer utility special assessment for Beech Ridge Trail was assessed at $4,170 per lot, with an original total assessment of $45,870 for 11 lots. The current annual payments are $497.39 per lot (including past and future interest) for a remaining anticipated collection of $4,203.30. For Fiscal Year 2015/2016, there are six remaining lots assessed at $497.39 per lot, for a total anticipated collection of $2,984.34 in Fiscal Year 2015/2016 (Attachment #2).

The original road paving special assessment for Brushy Creek was assessed at $4,379.70 per lot, with an original total assessment of $96,353.30 for 22 lots. The current annual payments are $609.52 per lot (including past and future interest) for a remaining anticipated collection of $70,599.06. For Fiscal Year 2015/2016, there are 21 remaining lots assessed at $609.52 per lot, for a total anticipated collection of $12,799.92 in Fiscal Year 2015/2016 (Attachment #3).

The original road paving special assessment for Centerville Trace was assessed at $569.41 per lot, with an original total assessment of $94,522.06 for 166 lots. The current annual payments are $85.48 to $170.97 per lot (including past and future interest) for a remaining anticipated collection of $17,508.86. For Fiscal Year 2015/2016, there are 91 remaining lots assessed at $85.48 to 170.97 per lot, for a total anticipated collection of $7,864.17 in Fiscal Year 2015/2016 (Attachment #4).

The original road paving special assessment for Cloudland Drive was assessed at $7,995.85 per lot, with an original total assessment of $151,921.15 for 19 lots. The current annual payments are $776.86 per lot (including past and future interest) for a remaining anticipated collection of $54,498.93 For Fiscal Year 2015/2016, there are 11 remaining lots assessed at $776.86 per lot, for a total anticipated collection of $8,545.46 in Fiscal Year 2015/2016 (Attachment #5).

The original road paving special assessment for Crown Ridge was assessed at $5,933.87 per lot, with an original total assessment of $1,085,898.21 for 183 lots. The current annual payments are $651.51 to $1,303.01 per lot (including past and future interest) for a remaining anticipated collection of $149,784.75. For Fiscal Year 2015/2016, there are 120 remaining lots assessed at $651.51 to $1303.01 per lot, for a total anticipated collection of $80,787.20 in Fiscal Year 2015/2016 (Attachment #6).

The original road paving special assessment for Frontier Estates was assessed at $4,520.24 per lot, with an original total assessment of $537,908.56 for 119 lots. The current annual payments are $534.56 per lot (including past and future interest) for a remaining anticipated collection of $63,325.11. For Fiscal Year 2015/2016, there are 63 remaining lots assessed at $534.56 per lot, for a total anticipated collection of $33,677.28 in Fiscal Year 2015/2016 (Attachment #7).

The original road paving special assessment for Linene Woods was assessed at $4,172.21 per lot, with an original total assessment of $450,600 for 108 lots. The current annual payments are $335.49 per lot (including past and future interest) for a remaining anticipated collection of $169,112.16. For Fiscal Year 2015/2016, there are 49 remaining lots assessed at $335.49 per lot, for a total anticipated collection of $16,439.01 in Fiscal Year 2015/2016 (Attachment #8).

The original road paving special assessment for Pasadena Hills was assessed at $2,156.10 per lot, with an original total assessment of $88,400 for 41 lots. The current annual payments are $319.58 per lot (including past and future interest) for a remaining anticipated collection of $14,796.36. For Fiscal Year 2015/2016, there are 23 remaining lots assessed at $319.58 per lot, for a total anticipated collection of $7,350.34 in Fiscal Year 2015/2016 (Attachment #9).

The original amount assessed to the Rainbow Acres property owners, in the roll adopted on September 15, 2010, was $1,033,196. In August 2011, the Board approved modifications to the assessments and after further reducing the assessments to reflect the amounts appropriately billed on the 2010 tax bill, approved an amended total assessment of $906,146.59. The current annual payments are $63.72 to $956.58 per lot (including past and future interest) for a remaining anticipated collection of $656,515.83. For Fiscal Year 2015/2016, there are 108 remaining lots assessed at $63.72 to $956.58 per lot, for a total anticipated collection of $77,307.77 in Fiscal Year 2015/2016 (Attachment #10).

The original road paving special assessment for Terre Bonne was assessed at $4,102.56 per lot, with an original total assessment of $160,000 for 39 lots. The current annual payments are $330.13 per lot (including past and future interest) for a remaining anticipated collection of $98,217.90. For Fiscal Year 2015/2016, there are 27 remaining lots assessed at $330.13 per lot, for a total anticipated collection of $8,913.51 in Fiscal Year 2015/2016 (Attachment #11).

The original road paving special assessment for Windwood Hills was assessed at $3,134.33 per lot, with an original total assessment of $210,000.11 for 67 lots. The current annual payments are $443.12 per lot (including past and future interest) for a remaining anticipated collection of $84,373.20. For Fiscal Year 2015/2016, there are 41 remaining lots assessed at $443.12 per lot, for a total anticipated collection of $18,167.92 in Fiscal Year 2015/2016 (Attachment #12).

The original road paving special assessment for Winfield Forest was assessed at $5,774.62 per lot, with an original total assessment of $392,674.16 for 68 lots. The current annual payments are $634.02 per lot (including past and future interest) for a remaining anticipated collection of $68,892.24. For Fiscal Year 2015/2016, there are 32 remaining lots assessed at $634.02 per lot, for a total anticipated collection of $20,288.64 in Fiscal Year 2015/2016 (Attachment #13).

Analysis:

The special assessment liens for road paving and sewer improvements in the case of Beech Ridge Trail in the listed subdivisions were adopted upon the completion of the project in each subdivision. The Board of County Commissioners has previously adopted the special assessment rolls for each project. The method of placing the non-ad valorem assessment on the tax roll was chosen in an effort to improve the timeliness of collecting these funds.

The assessment rolls contain the name of the owners, the parcel identification, and the annual payment for each parcel. The assessments are to be imposed for the fiscal year beginning October 1, 2015 through September 30, 2016 and the current rolls have been completed.

Options:

1. Approve the Resolutions certifying the Non-ad Valorem Assessment Rolls for the Arvah Branch, Beech Ridge Trail, Brushy Creek, Centerville Trace, Cloudland Drive, Crown Ridge, Frontier Estates, Linene Woods, Pasadena Hills, Rainbow Acres, Terre Bonne, Windwood Hills, and Winfield Forest Subdivisions to the Leon County Tax Collector (Attachments #1 - #13).
2. Do not approve the Resolutions certifying the Non-Ad Valorem Assessment Rolls to the Leon County Tax Collector.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution certifying the non-ad valorem assessment roll for the Arvah Branch subdivision to the Tax Collector.
2. Resolution certifying the non-ad valorem assessment roll for the Beech Ridge Trail subdivision to the Tax Collector.
3. Resolution certifying the non-ad valorem assessment roll for the Brushy Creek subdivision to the Tax Collector.
4. Resolution certifying the non-ad valorem assessment roll for the Centerville Trace subdivision to the Tax Collector.
5. Resolution certifying the non-ad valorem assessment roll for the Cloudland Drive subdivision to the Tax Collector.
6. Resolution certifying the non-ad valorem assessment roll for the Crown Ridge subdivision to the Tax Collector.
7. Resolution certifying the non-ad valorem assessment roll for the Frontier Estates subdivision to the Tax Collector.
8. Resolution certifying the non-ad valorem assessment roll for the Linene Woods subdivision to the Tax Collector.
9. Resolution certifying the non-ad valorem assessment roll for the Pasadena Hills subdivision to the Tax Collector.
10. Resolution certifying the non-ad valorem assessment roll for the Rainbow Acres subdivision to the Tax Collector.
11. Resolution certifying the non-ad valorem assessment roll for the Terre Bonne subdivision to the Tax Collector.
12. Resolution certifying the non-ad valorem assessment roll for the Windwood Hills subdivision to the Tax Collector.
13. Resolution certifying the non-ad valorem assessment roll for the Winfield Forest subdivision to the Tax Collector.

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Arvah Branch Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Arvah Branch Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Paving Assessment
Arvah Branch

Property Owner	Parcel Number	Annual Payment
William D. & R. M. Looper	120722 A0090	$95.60
Count: 1		**$95.60**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Beech Ridge Trail Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Beech Ridge Trail Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Beech Ridge Trail

Property Owner	Parcel Number	Annual Payment
Roland E & Jeanine Reynolds	140350 A0030	497.39
Roberto & Liesl Ramos	140350 A0040	497.39
John & Helena Sims	140350 B0010	497.39
Brandon & Julie Alday	140350 B0020	497.39
Hui-Hung & Shwu-Der Wang	140350 B0030	497.39
Dennis Tribble	140350 B0040	497.39
Count: 6		**$2,984.34**

RESOLUTION 2015-____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Brushy Creek Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Brushy Creek Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Brushy Creek Subdivision

Property Owner	Parcel Number	Annual Payment
Charlese E. & Susan O'Bryan	321609 A0050	609.52
Mohammad and Parivash Amirzadeh	321609 A0060	609.52
Michael & Mary Cotton Linzy	321609 A0070	609.52
Reynolds A. Bond	321609 A0080	609.52
Fedrick D. & Lisa D. Williams	321609 A0090	609.52
Darrell Russel & Angela Begault	321609 C0050	609.52
Liang Tsair & Yu Feng Lin	321609 C0140	609.52
Johnnie Vic & Kathie Jean Camechis	321609 C0160	609.52
Robert J. & Alecia W. Shally	321609 C0250	609.52
Christine M. Garrison	321629 A0100	609.52
Marsha G. Roaden	321629 A0110	609.52
Marsha G. Roaden	321629 A0120	609.52
Kathleen L. Hewitt	321629 A0130	609.52
Troy Alan Brewer	321629 C0170	609.52
Brenda J. Moody or Pantango	321629 C0180	609.52
James A. & Dawn Ries Coste	321629 C0190	609.52
Carl H. & Donna F. Cavanaugh	321629 C0200	609.52
Donna K. Pottle	321629 C0210	609.52
Richard A. & Julia M. Webb	321629 C0220	609.52
Timothy R. & Tina A. Seager	321629 C0230	609.52
Manuel Souza Weiss	321629 C0240	609.52
Count: 21		**$12,799.92**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Centerville Trace Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Centerville Trace Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Centerville Trace Subdivision

Property Owner	Parcel Number	Annual Payment
Glenn & J.D. Grossenbacher	111004 A0010	85.48
James R & J.E. Dierks	111004 A0020	85.48
Bernice Mercer	111004 A0030	85.48
Sean and Ashley Githens	111004 A0050	85.48
John C. and Joy B. Green	111004 A0070	85.48
Alan & Heather Wartenberg	111004 A0090	85.48
Gerald F & Alicia M Rudd	111004 A0130	85.48
Jerome P & Connie L Tuckey	111004 A0170	85.48
Bryan&Mackenzie Gibson	111004 A0190	85.48
Elizabeth F Sykes	111004 A0220	85.48
C C Ford, SR. & Kay Ford	111004 A0240	85.48
Valerie W. McNeese	111004 A0260	85.48
William C & Dorothy Penn	111004 A0270	85.48
Frank C & Robin E Hart	111004 A0300	85.48
John Todd & Christan M Jackson	111004 A0340	85.48
Tevor A & Julia Hylton	111004 A0350	85.48
Betty J Harper	111004 A0360	85.48
Matthew & Cons Aldrich	111004 A0400	85.48
Jeffrey J & Julianna L Doherty	111004 A0410	85.48
Christopher R Church	111004 A0450	85.48
Drew Roberts Constr.	111004 A0470	85.48
Stephane O. Guerette	111004 A0500	85.48
Michael H & Dorothy H McGrotha	111004 A0570	85.48
David D. & Lisa A. Medcalf	111004 A0630	85.48
Dorothy Lee Caswell	111004 A0640	85.48
John H & Maria R Hurst	111004 A0650	85.48
Robert L & Janis C Clark	111004 A0670	85.48
Clayton L & Carolyn L Bulter	111004 A0690	85.48
Mary S Lecroy	111004 A0700	85.48
Randy L & Regina H McCoy	111004 A0710	85.48
Judy A Goreau	111004 A0730	85.48

Property Owner	Parcel Number	Annual Payment
Brian Thomas & Amy Bogner	111004 A0740	85.48
Julia E Douthit-Golding	111004 A0750	85.48
Brenda Stewart	111004 A0760	85.48
Herbert C & Diane Boulter	111004 B0010	85.48
John Williams & Beth A Hopper	111004 B0020	85.48
Armasaru/ Emilia Dehelean	111004 B0030	85.48
Wilbur A & Judith Dankers	111004 B0050	85.48
Robert & Brenda O'Kelley	111004 B0060	85.48
Bobbi J & Michael J Coffey	111004 B0070	85.48
Renee Thomasson Matt Strickland	111004 B0100	85.48
Christopher Azrak	111004 B0110	85.48
Jermaine & Takesha Robertson	111004 B0120	85.48
Mary Ann Ferencak	111004 B0130	85.48
Walter W & Myrna K Hudson	111004 B0140	85.48
Steven G & Nancy C Brooks	111004 B0150	85.48
Maria Augustyniak	111004 B0170	85.48
Nettie Harrell	111004 B0180	85.48
Douglas H & Jane H Scott	111004 B0190	85.48
Thomas & Patricia Glennon	111004 B0210	85.48
Lee M & Sandra Berger	111004 B0230	85.48
Derrick E & Susanna B Stephens	111004 B0240	85.48
Dolores L. Santana	111004 B0270	85.48
Howard J & Arryal J Middleton	111004 B0280	85.48
Timothy & Julianne Hare	111004 B0290	85.48
Beverly R & Samuel Rowley	111004 B0320	85.48
Nathan Mears	111004 B0330	85.48
Charles F & Sandra M Smith	111004 B0340	85.48
Matthew B & Kimberly S Gressell	111004 B0350	85.48
Mark A & Marian M Futrell	111004 B0360	85.48
Robert I & Wilma T Wooten	111004 B0370	85.48
Richard & Pamela Courtemanche	111004 B0380	85.48
Joseph C & Gwendolyn Roache	111004 B0390	85.48

Property Owner	Parcel Number	Annual Payment
Michael W. and Margaret I. Clark	111004 B0400	85.48
Matildo Lee W & Rudy Overholser	111004 C0010	85.48
Joseph F & Jane A Myers	111004 C0030	85.48
Hilary A. Rodriguez	111004 C0040	85.48
Jacquelyn A Beasley & Roy A Moore	111004 C0050	85.48
Robert & Theresa O'Neill	111004 C0060	85.48
Martha & Terrance H Coxe	111004 C0090	85.48
Devarapalli & Jammigumpula	111004 C0100	85.48
Nafeesah Mujahid	111004 C0140	85.48
Fareedah Mujahid	111004 C0150	85.48
Craig E Cook	111004 C0180	85.48
Armando H. and Christine B. Azpeitia	111004 C0190	85.48
Kimberly Tolsma & Robert Koegel	111004 C0200	85.48
Grete M Case	111004 C0210	85.48
Nicholas & Anne Contos	111004 C0240	170.97
Allison Powless	111004 D0010	85.48
Darren & Sonia M Fancher	111004 D0030	85.48
Brian Meyer & Jennifer Stransky	111004 D0050	85.48
Linda L. Teague, Trustee	111004 D0060	85.48
William B & Sharon H Buck	111004 D0070	85.48
Marcie Smith Churchill	111004 D0080	85.48
Cyrus J & Shirlyne Everett	111004 D0090	85.48
James F & Mandy D Bamber	111004 D0110	85.48
Rodney B & Robin M Jordan	111004 D0140	85.48
Brian H & Romona V Moret	111004 D0170	85.48
Patricia J. Jordan, Trustee	111004 D0180	85.48
William and Kristal Leaver	111004 D0190	85.48
Cornell & Lorinne M Myatt	111004 D0220	85.48
Count: 91		**$7,864.17**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Cloudland Drive Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Cloudland Drive Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Cloudland Drive Subdivision

Property Owner	Parcel Number	Annual Payment
Barbara S. Howerton	211410 B0030	776.86
Charles U. Smith	211410 B0040	776.86
Charles U. Smith	211410 B0050	776.86
Susan Marie Tucker	211410 C0010	776.86
Edward, IV & Lisa Prasse	211410 C0020	776.86
Elisabeth Stein	211410 C0030	776.86
Joseph P. King	211410 C0050	776.86
Michael J. Lucia	2114200160000	776.86
L & N Joos	2114200170000	776.86
Jimmie R. & Donna G. Callaway	2114200310000	776.86
Mary Moore	2114200320000	776.86
Count: 11		**$8,545.46**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Crown Ridge Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Crown Ridge Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Crown Ridge Subdivision

Property Owner	Parcel Number	Annual Payment
Ricky A. & W. R. Coring	411403 A0010	651.51
Pamela R. & S. Jr., Wright	411403 A0030	651.51
Oscar & Sofia Castillo	411403 A0040	1,303.01
Margaret L. Williams	411403 A0090	651.51
Cig City, Inc.	411403 A0100	651.51
Fred L. Jefferson	411403 A0120	651.51
Steven L. Ware	411403 A0130	651.51
Louis C. & Rosa M. Williams	411403 A0150	651.51
Sheryl Sanders	411403 A0160	651.51
Leroy Fudge	411403 A0170	651.51
Lria Yvonne Poole	411403 A0180	651.51
Alleachi Stewart	411403 B0030	651.51
Nevely Nathan	411403 B0040	651.51
Eddie L., Jr. & J.L. Gallon	411403 B0070	1,303.01
Manufacturers Traders Trust Company	411404 A0010	651.51
Annie Margaret Hall	411404 A0020	651.51
Gloria Ford	411404 A0030	651.51
Rory G. & Linda L. Carey	411404 A0050	651.51
Marion Harmon	411404 A0060	651.51
Bertha Williams	411404 A0070	651.51
George C. Sanders	411404 A0090	651.51
Savannah Sanders & Loretta D. Williams	411404 A0100	651.51
William Walker	411404 A0110	651.51
Floyd & Brenda W. Fisher	411404 A0130	651.51
Jackie L. & F.O. Hatcher	411404 A0160	651.51
Jewel V. Williams	411404 A0170	651.51
Priscilla B. Mostyn	411404 A0180	651.51
Ruby Mae Ransom	411404 A0200	651.51
Herbert Dell Harmon	411404 A0240	651.51
William G. Harmon, Jr.	411404 A0250	651.51

Property Owner	Parcel Number	Annual Payment
Marion & Grace L. Harmon	411404 A0260	651.51
Blondell Heller-Hutchinson	411404 A0270	651.51
Emma G. Jcakson	411404 A0290	651.51
Gloria Jean Brown	411404 A0300	651.51
Ealey Roosevelt	411404 A0330	651.51
Vera N. Griffin	411404 A0350	1,303.01
Elmer Forbes	411404 A0360	651.51
Priscilla Backenstoss	411404 A0380	651.51
Doc & B.W.Ward	411404 A0390	651.51
Doc & B.W.Ward	411404 A0400	651.51
William Lamar Harmon	411404 A0410	651.51
Norma J. McNeal	411404 A0420	651.51
Willie C. & C.M. Cromartie	411404 A0440	651.51
JoAnn M. Colson	411404 A0450	651.51
James Knight, Jr.	411404 A0470	651.51
Delores Williams	412305 A0010	651.51
Sylvia H. Blake	412305 A0030	651.51
Cathy Smith	412305 A0040	651.51
Princess I. Mosley	412305 A0050	651.51
Lillian D. Mosley	412305 A0060	651.51
Gloria A. Graham	412305 A0070	651.51
Carl E. & Eunice Love	412305 A0080	651.51
Easther Wilford Estate	412305 A0090	651.51
Margie L. Moore	412305 A0110	651.51
Margie L. Moore	412305 A0120	651.51
Donna W. Harris	412305 A0130	651.51
Theresa L. Hall	412305 A0160	651.51
Stanley & Shirley Nanton	412305 A0170	651.51
Gannon P. & Wanda Williams	412305 A0180	651.51

Property Owner	Parcel Number	Annual Payment
Linda Dyan Salisbury & Johnny Aaron	412305 A0190	651.51
Francis X. Porter	4123060000010	651.51
Elnora Thompson	4123060000030	651.51
Lillian Inez Miller	4123060000040	651.51
Lillian Yarbrough & Randy Yarbrough	4123060000080	651.51
Marion G. Harmon	4123060000090	651.51
Leroy Harris & Regina Ware	4123060000110	651.51
William Ratliff & Cynthia A. Jackson	4123060000120	651.51
Delores Williams	4123060000130	651.51
Antoinette Denise Galloway	4123060000140	651.51
Cig City, Inc.	4123060000170	651.51
Manona W. Davis	4123060000180	651.51
Donna Davis Morgan	4123060000190	651.51
Donna Davis Morgan	4123060000200	651.51
Barbara J. Sampson	4123060000210	651.51
Lex C. Thompson	4123060000230	651.51
Kelvin J. Williams	4123060000240	651.51
Lillie Bradham & Albert Frazier	4123060000250	651.51
Valerie Y. Brown	4123060000260	651.51
Channie M. Collins & Mary I. Gross	4123060000270	651.51
Wayne D. Collier	4123060000280	651.51
Mildred L. & L.S. Williams	4123060000290	651.51
Mary L. Kinlaw	4123060000310	651.51
Mack N. Bennett, Jr.	4123060000330	651.51
Betty Jean Tolliver	4123060000340	651.51
Lawrence W. & C.A. Chatman	4123060000350	651.51
Mack N. Bennett, Jr.	4123060000360	651.51
Ed Michael Jefferson	4123060000370	651.51
Ed Michael Jefferson	4123060000380	651.51
Annie D. Bass	4123060000390	651.51

Property Owner	Parcel Number	Annual Payment
Daisy J. Miles	4123060000410	651.51
Dennis Rivers	4123060000460	651.51
Terry Henderson & T.C. Washington	4123060000470	651.51
Terry Henderson	4123060000480	651.51
Bettye Jo Lovett	4123060000510	1,303.01
Charles M. & M.M. Belgrave	412406 A0010	651.51
Sidney & Brenda Williams	412406 A0020	651.51
Dornida Genise Boswell	412406 A0030	651.51
George L. Gilchrist	412406 A0040	651.51
Elizabeth G. Anderson	412406 A0050	651.51
Michael LeWayne Goodman	412406 A0060	651.51
Barbara Gray	412406 A0070	651.51
Charles & D.J. Tucker	412406 A0110	651.51
Willie Lee Dukes	412406 A0130	651.51
Joyce S. Spicer	412406 A0140	651.51
Joyce S. Spicer & Johnny L. Godden, Jr.	412406 A0150	651.51
Arlie Knight	412406 A0160	651.51
Carolyn M. White	412406 A0170	651.51
Guy K. & Valicia N. Leland	412406 A0180	651.51
Eddie J. Johnson	412406 A0190	651.51
Ed Michael Jefferson	412406 A0220	651.51
Jonnie Mae Strickland	412406 A0230	651.51
Kenneth O. & Sarah Green	412406 A0240	651.51
Mary F. Hall & Vanica Blakely	412406 A0250	651.51
Mary F. Hall & Vanica Blakely	412406 A0260	651.51
Leroy Harris c/o Alindthia Harris	412406 A0270	651.51
Sally L. Bristol	412406 A0300	651.51
Bobbie A. Byrd	412406 A0340	651.51
Pauline Parker & Thelma Henley	412406 A0350	651.51
Jonish & Rebecca Hayes	412406 A0360	651.51
James V. & J.M. Marshall	412406 A0370	651.51
Count: 120		**$80,787.20**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Frontier Estates Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Frontier Estates Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Frontier Estates Subdivision

Property Owner	Parcel Number	Annual Payment
SHANNON LINGO	3205040000010	534.56
PHILLIP MADISON	3205040000020	534.56
REGINALD SEALS	3205040000030	534.56
DONALD MARDIS	3205040000040	534.56
RONICA L. WALKER	3205040000050	534.56
KATHRYN L. MURPHEY	3206040000010	534.56
WILLIAM DAVIS	3206040000020	534.56
RAYMOND LEWIS	3206040000050	534.56
HOUSING & URBAN DEVELOPMENT	3206040000070	534.56
LAWRENCE P. KACER	320626 A0011	534.56
KAREN E. DIXON	320626 A0013	534.56
ALONZO M. LEE, SR.	320626 A0020	534.56
LOIS A. WILLIAMS	320626 A0030	534.56
DEBRA R. BRINKLEY	320626 A0050	534.56
EL-SAKA WAFA	320626 A0060	534.56
WILLIAM T. ROBERTS	320626 A0080	534.56
WAYNE A. SMITH	320626 A0090	534.56
VANDA PETTWAY	320626 A0130	534.56
RUEL PEACOCK	320626 A0150	534.56
FAITH MARCHESSAULT	320626 B0010	534.56
CHARLES WILKINS	320626 B0020	534.56
CARMEN A. COLEMAN	320626 B0040	534.56
CEDRIC E. CRAWFORD	320626 B0050	534.56
BOBBY SNOW	320626 B0060	534.56
JEFFREY L. DAY	320626 B0100	534.56
DON M. WILLIAMS	320626 B0110	534.56
SHIRLEY D. OWENS	320626 B0120	534.56
ROBERT ALEXANDER	320626 B0140	534.56
MICHELLE L. CARROLL	320626 B0150	534.56
JOSEPH MARUJO, JR.	320626 B0170	534.56
JOHN H. WILLIAMS	320626 B0220	534.56
VICKI CROSS	320626 B0240	534.56
JIMMY L. NEAL	320626 B0260	534.56

Property Owner	Parcel Number	Annual Payment
JOHNNIE T. REVEIRE. JR.	320626 B0280	534.56
CHEN XIAO-YAN	320626 C0010	534.56
CLAUDIA DOCKETT	320626 C0030	534.56
GLENDA HUNTER	320626 C0050	534.56
ANN M. RACKLEY	320626 C0080	534.56
RICHARD NOAKES, II	320626 C0100	534.56
ENRIQUE RIVERA	320626 C0130	534.56
ROBERT L. PAUL, JR.	320626 C0160	534.56
ANTHONY ROBERTS	320626 C0170	534.56
BERNICE HENDERSON	320626 C0190	534.56
PATRICIA MILLER MANNING	320626 C0200	534.56
WILLIAM N. FINLEY, III	320626 C0210	534.56
JOSHUA B. SETTLE	320626 C0220	534.56
THEODORE BROWN	320626 C0240	534.56
ADOLPH HICKS	320626 C0250	534.56
KATHLEEN BOYER	320626 C0280	534.56
MONICA GAINES	320626 C0290	534.56
JUANITA JOHNSON	320626 C0320	534.56
FRED WILSON, JR.	320626 C0360	534.56
GABRIEL O. OTUONYE	320626 C0390	534.56
RICHARD K. MOULTON	320626 D0010	534.56
GLADYS HERNANDEZ	320626 D0020	534.56
RODNEY AUSTIN	320626 D0030	534.56
CLARICE BYRD	320626 D0040	534.56
TIMOTHY R. NABLE	320626 D0060	534.56
EDDIE L. WILLIAMS	320626 D0070	534.56
TANYA WALKER	320626 D0120	534.56
GEORGE WILKINS	320626 D0140	534.56
VICTOR VINSON	320626 D0150	534.56
MICHAEL CAMPBELL	320626 E0010	534.56
Count: 63		**$33,677.28**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Linene Woods Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Linene Woods Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Linene Woods Subdivision

Property Owner	Parcel Number	Annual Payment
Clive J Longden	211207 A0010	335.49
Clive J Longden	211207 A0020	335.49
Thomas and Mary Kennedy	211207 A0040	335.49
James and Barbara Walker	211207 A0060	335.49
Steven R. & K. A. Pisano	211207 B0050	335.49
Steven R. & K. A. Pisano	211207 B0060	335.49
Charles & L. Stannard	211207 B0061	335.49
Karey G. Fowler	211207 B0070	335.49
John M. & Judith A. Sider	211207 B0080	335.49
Kristine Shields	211207 B0130	335.49
Franz E. Mitchell	211207 B0170	335.49
Jack Warren Freiberg	211207 B0210	335.49
Claudia J. Edwards	211207 B0220	335.49
James Bobrycki & Leslie Knight	211207 B0230	335.49
Royal & F Logan	211207 B0260	335.49
Dortha Allen	211207 C0010	335.49
Thirrel Altman, Sr. Trust	211207 C0070	335.49
Melissa & Brooks Baldwin	211207 C0080	335.49
Dorotha Margaret Allen	211207 C0090	335.49
Petra L. Doan	211207 C0100	335.49
Raymond J& M. D. Runo	211207 D0020	335.49
Richard C. Fausone Joyceann B. Fausone	211207 D0030	335.49
Pamela M. Owen	211207 D0040	335.49
Anthony Bellomio, Jr. Shelby Paisley	211207 D0050	335.49
Steven and J. Koelbel	211207 D0061	335.49
Clay & Angela Culpepper	211207 D0080	335.49
Scott W. & Claire K. Mazur	211207 D0120	335.49
Kenneth P. Abele	211207 D0130	335.49
Gaylon & C. Fruit	211207 D0140	335.49

Property Owner	Parcel Number	Annual Payment
Owner-Confidential records	211207 D0150	335.49
Anthony & Glenda J. James	211207 D0180	335.49
Charles & L. S. Hofacker	211207 D0190	335.49
Perrone Ford	211207 D0200	335.49
Mary Jane Lord	211207 D0241	335.49
Douglas L. Fisher	211207 D0243	335.49
Kenneth and Susan Klos	211207 D0270	335.49
William A. and Sally V. Wendt	211207 D0280	335.49
W Abberger, Mary Anne Koos	211207 D0300	335.49
Lehr & Melissa Hemenway	211207 D0310	335.49
W. Griffis	211207 D0330	335.49
Pascal Bouchard	211207 D0370	335.49
Gail D. and Stephen V. Halleck	211207 E0010	335.49
Olexandr and Larysa Rybak	211207 E0020	335.49
Robert L. Mayo	211207 E0040	335.49
William H. & Lenore W. Zuspan	211207 E0050	335.49
Ann Danford	211207 E0060	335.49
Charles & Mara S. Hines	211207 E0080	335.49
William E. & Diane S. Weldon	211207 E0090	335.49
Deborah Becker & Deborah Moody	211207 F0020	335.49
Count: 49		**$16,439.01**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Pasadena Hills Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Pasadena Hills Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Pasadena Hills Subdivision

Property Owner	Parcel Number	Annual Payment
Lekan Latinwo	1219140000010	319.58
Stephany R Fall	1219140000030	319.58
WM Rozofsky and Mary P. Rozofsky	1219140000060	319.58
Roch H. Lavigne and Carol D. Lavigne	1219140000070	319.58
Rodney E and Bashaun J. Henry	1219140000080	319.58
David E. Wood and Tuesday A. Wood	1219140000090	319.58
Robert J. Chelette and J N Chelette	1219140000110	319.58
Joseph E. Kall, Jr. and Judith H. Kall	1219140000150	319.58
Deer Point of Tallahassee LTD	1219140000170	319.58
Deer Point of Tallahassee LTD	1219140000180	319.58
Deer Point of Tallahassee LTD	1219140000190	319.58
William A. Stallworth and M. Stallworth	1219140000230	319.58
Penny S. Herman	1219140000250	319.58
Deer Point of Tallahassee LTD	1219140000260	319.58
Deer Point of Tallahassee LTD	1219140000270	319.58
Mr. E Pfeifer, Jacqueline Pfeifer	1219140000280	319.58
Lawrence D. James and S M James	1219140000290	319.58
Richard J. Phelan, Sr. and S C Phelan	1219140000300	319.58
Keithen V. Mathis and Alfreda Y. Mathis	1219140000340	319.58
Deer Point of Tallahassee LTD	1219140000350	319.58
Richard Ozgowicz and Shirley Ozgowicz	1219140000360	319.58
Thomas M. Green and Sandra I Green	1219140000370	319.58
Sherman L. Sasser	1219140000410	319.58
Count: 23		**$7,350.34**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Rainbow Acres Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Rainbow Acres Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Paving Assessment
Rainbow Acres

Property Owner	Parcel Number	Annual Payment
Arthur and Doris Hooks	4123120000020	478.29
Albert Jr. & Betty J. Brown	4123120000030	956.58
Jeraline Saulsberry	4123120000040	956.58
Arthur Hooks and Doris Hooks	4123120000060	478.29
Sylvester P. Hooks	4123120000070	63.72
W & C Harris Life Estate c/o Saylor Harris	4123120000080	956.58
Sylvester Hooks	4123120000090	131.83
Sylvester Hooks	4123120000100	131.83
Mickey L. Britt	4123120000110	262.10
Gwendolyn D. Jackson	4123120000120	845.32
Mickey L. Britt	4123120000130	262.10
Billy Manuel	4123120000140	478.29
Brenda Manuel & Ollie Chambers	4123120000150	478.29
Walter D. & Josie L. Jordan	4123120000160	956.58
Rosa Fleming	4123120000170	956.58
Ernest J. Knight	4123120000180	956.58
Troy L. and Lisa Richardson	4123120000190	956.58
Sylvester Hooks and Nakia S. Austin	4123120000200	263.67
James Gregory Akridge	4123120000220	637.72
James G. Akridge	4123120000240	318.86
Sylvester P. Hooks	4123120000250	131.83
Ronnie E. Singletaryc/o Robert Leon	4123120000260	63.72
Love Fellowship Outreach Ministries	4123120000270	956.58
Alfred H. & Annie. E. Graham	4123120000310	956.58
Julia K. McGill	4123120000320	956.58
Eugene J. Koonce	4123120000330	956.58
Jacquelyn R. Knight	4123120000340	956.58
James M. Baxley	4123120000350	956.58
Erick DeLeon	4123120000360	956.58
Ira J. Johnson	4123120000370	956.58

Property Owner	Parcel Number	Annual Payment
Marki D. McClendon	4123120000380	956.58
Darrell Jackson	4123120000390	956.58
Willie A. Nixon	4123120000400	956.58
Louise R. Branton	4123120000410	956.58
Carolyn Ayers	4123120000420	956.58
Vernon D. Davis	4123120000430	956.58
Deborah Marie Smith, Etal	4123120000440	956.58
Cedric S. & Verlene W. Banks	4123120000450	478.29
Cedric S. & Verlene W. Banks	4123120000460	478.29
Eleanor & Zack Duval	4123120000470	956.58
Annie Pearl McCall	4123120000480	478.29
Annie Pearl McCall	4123120000490	478.29
Thompson Life Est, Johnny Petrandis	4123120000500	956.58
Reginald V. Walker	4123120000510	956.58
Woodrun East, LLC	4123120000520	956.58
Valerie Wilkerson	4123120000530	956.58
Mickey L. Britt	4123120000540	262.10
Darnell B. West	4123120000550	956.58
Martha Reddick Acre	4123120000560	956.58
Jessie L. & Pennie D. Hawkins	4123120000570	318.86
Jessie Lee Hawkins	4123120000580	318.86
Clarence G. & Gloria Y. Washington	4123120000590	956.58
Ana A. Garcia	4123120000600	478.29
Chadnezzar H. and Janice Banks	4123120000620	956.58
Jackie Durant	4123120000630	956.58
Leatha and Yershonski Anderson	4123120000640	956.58
Gloria Leland & Whitfield Leland, Jr.	4123120000650	956.58
James J. Weaver	4123120000660	956.58
Gordon R. & Juliet J. Hardy	4123120000680	956.58

Property Owner	Parcel Number	Annual Payment
Andre Napoleon Johnson	4123120000690	956.58
Deidre King Williams	4123120000700	956.58
Leslie Jr. & Janice K. Miller	4123120000710	478.29
Tommie Jr. & Geneva M. Johnson	4123120000720	956.58
Jessie Lee Hawkins, Sr.	4123120000740	956.58
Jessie Lee Hawkins	4123120000750	318.86
Alvin D. & V. Johnson	4123120000760	435.72
Annette & Georgia Washington Life Est.	4123120000770	956.58
Alfred & Earnestine B. Gainous	4123120000780	956.58
Gertrude Scott (Gaines)	4123120000800	956.58
Richardo L. Wilkerson	4123120000820	956.58
Betty F.Chestnut	4123120000830	478.29
Betty F. Chestnut	4123120000840	478.29
Lucious & Claudette Mills	4123120000850	956.58
Clarence Jr. & Gloria J. Hawkins	4123120000860	956.58
Jerry J. Finch	4123120000870	956.58
Jewel Holmes	4123120000880	318.86
Doris Bell	4123120000890	318.86
Vanessa R. Hackley	4123120000900	318.86
William M. & Catherine Murphy	4123120000920	956.58
Willie G. Johnson Estate	4123120000940	956.58
Josie Washington & Tameka Whitehead	4123120000950	956.58
Darrel L. Smith	4123120000960	956.58
Beatrice Williams	4123120000970	956.58
Associated Partners, LLC	4123120000980	956.58
Lewis & Carolyn Pryor	4123120000990	318.86
Lewis & Carolyn Pryor	4123120001000	318.86
Lewis & Carolyn Pryor	4123120001010	318.86
Charles Houston	4123120001020	318.86
Charles & Joann Houston	4123120001030	637.72

Property Owner	Parcel Number	Annual Payment
Brenda I. Ellis	4123120001060	956.58
Samuel O. Rollins	4123120001070	956.58
Nathaniel J. Grimsley	4123120001080	956.58
Eretha Ann Bass (Young)	4123120001100	956.58
Annie P. Jerger	4123120001110	956.58
Barbara Jean Lovett	4123120001120	956.58
Mary E. Jackson & Frankie D. Leland	4123120001130	956.58
James & Elaine Williams	4123120001140	478.29
James & Elaine Williams	4123120001150	478.29
Hazel Napier-Leonard	4123120001160	239.15
Hazel Napier-Leonard	4123120001170	239.15
Hazel Napier-Leonard	4123120001180	239.15
Hazel Napier-Leonard	4123120001190	239.15
William & B. N. Washington	4123120001200	956.58
Lillie B. Hill	4123120001220	956.58
Millie & James L. Jackson	4123120001230	956.58
Leslie & Janice King Miller	4123120001250	478.29
William and Delores Harrison	4123120001260	956.58
Alvin D. & Sandra V. Johnson	4123120001270	318.86
Count: 108		**$77,307.77**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Terre Bonne Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Terre Bonne Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Terre Bonne Subdivision

Property Owner	Parcel Number	Annual Payment
JANIE E. SANDY	2112120000010	330.13
IRA AND JUDITH F. CHESTER	2112120000020	330.13
ELIZABETH T. DAVIES / ANNE G. VAN	2112120000030	330.13
JANIS TIFF MCCLELLAN TRUST	2112120000040	330.13
THEO AND MIRELLA SIEGRIST	2112120000050	330.13
MARY LOIS MAYFIELD	2112120000070	330.13
PHILLIP A. & JACQUELINE M.	2112120000080	330.13
MADELINE B. SHEPARD TRUST	2112120000100	330.13
PAULINE F. HUNTER	2112120000110	330.13
LOUIS B. AND HEIDI F. WAUTHIER	2112120000130	330.13
JANE J. ROBINSON	2112120000140	330.13
LISA M. GREGG	2112120000160	330.13
KATE A. BRADY	2112120000170	330.13
CAROLYN THOMPKINS	2112120000180	330.13
THOMAS H. OBERMAN	2112120000200	330.13
GRAZYNA K. BERGMAN	2112120000230	330.13
SARAH DIANNE GREGORY	2112120000240	330.13
LILA K. T. EUBANKS	2112120000260	330.13
CHARLES A. FISH	2112120000270	330.13
LISA L. DALE	2112120000280	330.13
LINDA R. MAHLER	2112120000290	330.13
SHELTON BAKER & SHIRLEY BAKER	2112120000300	330.13
KEITH G. & RENATE I. BAKER	2112120000320	330.13
PAULA LEIGH AND BESS H. TYLER	2112120000330	330.13
WILLIAM R. AND ROBIN F. ROBINSON	2112200040000	330.13
DWAYNE RUSSELL SNYDER	2112204210000	330.13
PATRICIA ANN JONES TRUST	2112204230000	330.13
Count: 27		**$8,913.51**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Windwood Hills Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Windwood Hills Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Windwood Hills Subdivision

Property Owner	Parcel Number	Annual Payment
WILLIAM AND KRISTIE STRICKLAND	320615 A0020	443.12
MARY ELLEN CLEMENS	320615 A0040	443.12
ROBERT S. TREDIK	320615 A0050	443.12
ROBERT AND SHERRI KASPER	320615 A0070	443.12
BENJAMIN AND TAMMY DUNCAN	320615 A0080	443.12
ALLEN AND DEBORAH MORTHAM	320615 A0081	443.12
JOHN R. MEIKENHOUSE	320615 A0100	443.12
G. W. AND DIANA A. MCLEAN	320615 A0110	443.12
LONNIE B. AND PATRICIA S. MANN	320615 A0150	443.12
PATRICIA AND NEIL MCKAY	320615 A0161	443.12
JOSEPH M. AND PAMELA D. GRIFFIN	320615 A0190	443.12
DANIEL CHICHESTER AND DENISE	320615 A0200	443.12
CHARLES A. AND GLORIA C. FOSTER	320615 A0230	443.12
J. MIKE DRAUGHON	320615 A0240	443.12
ROBERT AND EVELYN FLORENCE	320615 B0020	443.12
GLOVER AND BARBARA S. TAYLOR	320615 B0030	443.12
PETER AND LUNG YUEH RAYNER	320615 B0070	443.12
MARK AND ANDREA L. MICHAEL	320615 C0010	443.12
MARTHA A. ARRINGTON	320615 C0040	443.12
WILLIAM L. MILLER AND KATHRYN	320615 C0050	443.12
PAUL AND SUZANNE BAKER	320615 C0070	443.12
GEORGIA J. STRICKLAND	320615 D0020	443.12
WILLIAM E. AND THEDA MCDONALD	320615 D0021	443.12
ERIK M. AND LILLIAN DAWN FIGLIO	320615 D0040	443.12
MARVETTE TULLY	320615 E0010	443.12
RALPH AND FRANCES MALONE	320615 E0020	443.12
DAVID AND MARILYN E. MCGEACHY	320615 E0030	443.12
JAMES R. VRANA	320615 E0050	443.12
EARL AND BARBARA ANN COCHRAN	320615 E0060	443.12

Property Owner	Parcel Number	Annual Payment
OWNER – CONFIDENTIAL RECORDS	320615 E0070	443.12
DENNIS AND DOROTHY HALL	320615 E0090	443.12
BRUCE AND DENA D. FRENCH	320615 E0100	443.12
MICHAEL AND RHONDA SHERMAN	320615 E0120	443.12
CHRISTINE AND JEFFREY MORTHAM	320615 E0130	443.12
KAREN AND REGINALD PEYTON	320615 E0140	443.12
ERIC AND JEAN HOOVER	320615 E0150	443.12
CAROL S. ALLEN	320615 F0010	443.12
CLINTON F. AND BEVERLY M. BYRD	320615 F0040	443.12
HAROLD E. BYRD	320615 F0041	443.12
GREGORY AND JULIA A. MCDONALD	320615 F0070	443.12
AYNALEM S. MARKOS	320615 F0090	443.12
Count: 41		**$18,167.92**

RESOLUTION 2015-_____

A Resolution Certifying a Non-Ad Valorem Assessment Roll
Applicable to Improved Residential Real Property in
Winfield Forest Subdivision to the Tax Collector

WHEREAS, Section 197.3632(6), Florida Statues, specifically authorizes the collection of special assessments to be amortized over a period of years, which Leon County elected to utilize for the assessment applicable to improved residential real property in the Winfield Forest Subdivision service area; and

WHEREAS, Section 197.3632(5), Florida Statutes, requires the Chair of the Board of County Commissioners to certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector by September 15th of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

The non-ad valorem assessment roll, attached hereto and incorporated herein as Exhibit A is hereby certified to the Tax Collector.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July 2015.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

Exhibit A

Non-Ad Valorem Sewer Utility Assessment
Winfield Forest Subdivision

Property Owner	Parcel Number	Annual Payment
Leonard G. & L. S. Bailey	122370 A0010	634.02
Leonard G. & L. S. Bailey	122370 A0070	634.02
Leonard G. & L. S. Bailey	122370 A0080	634.02
Dawn R. M. Richardson	122370 A0090	634.02
Michael J. & T. J. Madsen	122370 A0110	634.02
Vincent & Karin G. D'Amico	122370 A0120	634.02
Annie C. Chou	122370 A0140	634.02
John P. & Sallie L. Kelly	122370 A0150	634.02
Alan F. & J. C. Moore	122370 A0160	634.02
Oscar L. & Angeles N. Floyd	122370 A0200	634.02
Jackie G. & Dona Keyes	122370 A0250	634.02
James W. Earl	122370 A0260	634.02
William R. & Gayle D. Grimes	122370 A0270	634.02
James W. & M. E. P. Matthews	122370 B0020	634.02
Michael R. & D. D. Thompson	122370 B0070	634.02
Michael A. & T. D. Fountain	122370 C0050	634.02
Thomas M. & Debra F. Udell	122370 C0070	634.02
Timothy & Robin Cotton	122370 C0080	634.02
Robert V. Tolle	122370 C0090	634.02
Richard & Diane Power	122370 D0020	634.02
Jeffrey Curtis Gause	122370 D0050	634.02
Elmo A. & M. M. Richardson	122370 D0070	634.02
S. F. P. & Calyvin O. Rogers	122370 D0080	634.02
Angel Diaz	122370 E0010	634.02
Telly S. Buckles	122370 E0040	634.02
Daniel M. & Linda D. Bowen	122370 E0050	634.02
Grady Jordan, Jr.	122370 E0060	634.02
Ronald J. & J. E. Moran	122370 F0030	634.02
Ronald J. & J. E. Moran	122370 F0040	634.02
William R. Pararo	122370 F0080	634.02
Betty L. & R. H. Powell	122370 F0090	634.02
James S. & D. S. Rivenburg	122370 G0010	634.02
Count: 32		**$20,288.64**

Leon County
Board of County Commissioners

Notes for Agenda Item #5

Leon County
Board of County Commissioners

Cover Sheet for Agenda #5

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Commissioner Appointment to the Science Advisory Committee

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

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:
Option #1: Ratify Commissioner Dozier's appointment of Mr. Lee Marchman to the Science Advisory Committee for a term of two years.

Report and Discussion

Background:

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

Analysis:

Science Advisory Committee (SAC)

Purpose: SAC evaluates scientific evidence and reports findings and recommendations pertaining to environmental issues (Attachment #1).

Composition: Members serve two-year terms, expiring March 31. There are nine members – seven appointed by the Board (each Commissioner appoints one) and two members appointed by the City. All appointees to the SAC shall be credentialed scientists.

Vacancies: Mr. Robert Newburgh (Commissioner Dozier) has served on the SAC since 2008. According to Policy 03-15, "Board-Appointed Advisory Committees," regarding the three-term limit, Mr. Newburgh is no longer eligible to serve. An application was received from Mr. Lee Marchman, who is eligible for appointment (Attachment #2).

Table 1. Science Advisory Committee

Vacancy	Eligible Applicant	Recommended Action
Robert Newburgh *(No longer eligible)*	Lee Marchman	Commissioner Dozier makes appointment.

Options:

1. Ratify Commissioner Dozier's appointment of Mr. Lee Marchman to the Science Advisory Committee for a term of two years.
2. Do not ratify Commissioner Dozier's appointment of Mr. Lee Marchman to the Science Advisory Committee.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Eligibility and Criteria – Science Advisory Committee
2. Application – Lee Marchman

Science Advisory Committee

Responsibility:
Evaluates scientific evidence and reports findings and recommendations pertaining to environmental issues.

Created By:
BCC established in April 1995. Amended bylaws approved 2/8/2000

Appointments:
9 members - 7 appointed by BCC, each commissioner appoints one.
2 appointed by the City

If additional government bodies desire to make appointments to the Committee, said appointments shall be of an ex-officio nature. Ex-officio members will not have voting rights, but may participate in all other proceedings of the committee.

Terms:
Terms expire March 31. Appointed members serve a two-year term and shall be eligible for Commissioner reappointment for no more than three terms, as long as they are active, interested, and adhere to the articles of the by-laws. Per the 2000 revisions to the by-laws, terms will be staggered as follows: BCC appointments representing Commission Districts I, III, and IV and City Commission appointment #1 will expire in (March) 2000. BCC appointments representing Commission Districts II, V, and the At-Large Districts and City Commission appointment #2 will expire in (March) 2001. Vacancies filled for remainder of the unexpired term.

Eligibility Criteria:
All appointees to the SAC shall be credentialed scientists.

Schedule:
Meets the first Friday of each month, 8:30 a.m., at Growth and Environmental Managment Office located at 435 N. Macomb Street
Tallahassee, FL 32301

Type of Report:
Report to BCC annually.

Contact Person/Staff:
John Kraynak, Director, Environmental Services Division
Development Support & Environmental Management
435 N. Macomb Street 32301
606-1300
email: kraynakj@leoncountyfl.gov

Administrative Support:
Mechelle Cook
606-1300
cookme@leoncountyfl.gov

Members:

Hannahs, Scott **NOT ELIGIBLE**	Begin Term: 3/15/2011 End Term: 3/31/2015 Type: two years	Original Date: 3/19/2009 Appointed by: Mary Ann Lindley	Notes: Research Physicist Email: sth@curg.org
Lewis, Thomas	Begin Term: 4/24/2014 End Term: 3/31/2016 Type: two years	Original Date: 1/24/2012 Appointed by: Nick Maddox	Notes: Category: Consulting Geologist Email: tlewis@chastainskillman.com
Salters, Vincent Florida State University	Begin Term: 4/22/2014 End Term: 3/31/2016 Type: two years	Original Date: 5/25/2010 Appointed by: Bryan Desloge	Notes: Magnetic Science Email: salters@alum.mit.edu
Cook, Charles (Skip)	Begin Term: 4/22/2014 End Term: 3/31/2016 Type: two years	Original Date: 4/22/2014 Appointed by: John Dailey	Notes: Environmental Chemistry Email: Wlanding@mailer.fsu.edu
Gartner, Edward	Begin Term: 4/28/2015 End Term: 3/31/2016 Type: unexpired term	Original Date: 4/28/2015 Appointed by: Jane G. Sauls	Notes: Retired Industrial Chemist Email: eagartner@embarqmail.com
Wieckowicz, Richard	Begin Term: 3/31/2015 End Term: 3/31/2017 Type: two years	Original Date: 1/1/2005 Appointed by: City Commission	Notes: Professional Engineer (retired) tdmlbears@yahoo.com
Newburgh, Robert **NOT ELIGIBLE**	Begin Term: 4/09/2013 End Term: 3/31/2015 Type: two years	Original Date: 12/9/2008 Appointed by: Kristin Dozier	Notes: Biochemistry Email: bobnewburgh@gmail.com
Abazinge, Michael FAMU Environmental Science Institute **NOT ELIGIBLE**	Begin Term: 4/9/2013 End Term: 3/31/2015 Type: two years	Original Date: 10/14/2008 Appointed by: Bill Proctor	Notes: Environmental Science Email: michael.abazinge@famu.edu
Landing, William M.	Begin Term: 3/1/2015 End Term: 3/31/2017 Type: Reappointment	Original Date: 2/1/2014 Appointed by: City Commission	Category: Environmental Chemistry and Chemical Engineering Email: wlanding@fsu.edu

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Lee Marchman | Date: 17-Jun-2015

Home Phone: (850) 508-9275 | Work Phone: (850)245-8520X | Email: marchman@comcast.net

Occupation:Engineer | Employer: Florida Department of Environmental Protection

Preferred mailing location: Home Address
Work Address: 2600 BLAIR STONE ROAD
M.S. 3566
City/State/Zip: TALLAHASSEE FL 32399

Home Address 2819 SAPPHIRE CT.

City/State/Zip: TALLAHASSEE FL 32309

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? Yes If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 18.00years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Science Advisory Committee 2nd Choice:Water Resources Committee

What cultural arts organization do you represent, if any?
None

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 4 or more
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:Caucasian Sex:Male Age: 61
Disabled? No District: District 5

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

My experience with advisory committees began as a founding member of the City of Pensacola's Environmental Advisory Committee in December 2001. I am currently serving on the Silviculture Best Management Practices Technical Advisory Committee.

The skills and experience I can bring to the table are many and varied. I have a wide educational background, ranging from medical technology, engineering and mathematics. I hold associates degrees in medical technology from the University of Alaska and in mathematics from Central Florida Community College, a Bachelor of Science degree in Environmental Engineering from the University of Florida, and a Master of Science degree in Engineering Management from the University of South Florida. I am currently certified as a Professional Engineer in Florida and Georgia, and held a certification as a Medical Technologist by the American Society of Clinical Pathologists for 15 years before I let it lapse through disuse when I changed careers. My engineering experience comes from both sides of the regulatory arena. I have been a design/build engineer with the need to pull permits for the projects I designed, and later as the designer and implementer of Environmental Resource Permitting in the Panhandle, I brought my design and construction

experience to the business of issuing permits, eliminating the "ivory tower" perception regulators often have. I was also able to integrate my medical background into my engineering work, as that experience gave me far more chemistry and biology knowledge, skills and abilities that the "usual" engineer possesses.

My current job as Florida's State Stormwater Engineer is primarily educational, training young engineers reviewing permit applications the regulatory side of interpreting rules and evaluating designs to meet rule requirements, as well as the more practical side of designing and building in the real world, which has never read the "rule book" and doesn't always comply with it. I find that I enjoy that, and I would like to join the Science Advisory Committee to expand on that process.

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

Name: Jennifer Cherrier, PhD Telephone: 850-599-3550
Address: School of the Environment Florida A&M University Tallahassee, FL 32307

Name: Telephone:
Address:

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.
All statements and information provided in this application are true to the best of my knowledge.

Signature: Lee Marchman, P.E.

This application was electronically sent: 6/17/2015 2:09:44PM

Lee Marchman, P.E.

2819 Sapphire Court, Tallahassee, Florida 32309
(850) 508-9275 marchman@comcast.net

Proven ability to envision, plan, execute, and react to changes to create large-scale new programs and projects

- 26 year history of cross disciplinary supervision
- Familiar with Florida professional services procurement
- Strategic planning, long and short term goal setting
- Published author and public speaker
- Licensed as Professional Engineer in Florida and Georgia
- Award winning design: 2000 Environmental Project of the Year, 2001 Sustainable Florida
- Documented outstanding customer/public service
- Comfortable in shifting, fast paced environment

Executive level engineer recognized for creation of the Northwest Florida Environmental Resource Permitting program, utilized as the basis for the pending State-wide rule. Familiar with Federal, State and local permitting rules.

Education: Master of Science - Engineering Management
University of South Florida, Tampa

Bachelor of Science - Environmental Engineering
University of Florida, Gainesville

Work Experience: **State Stormwater Engineer** 2013 –Present
Florida Department of Environmental Protection

Provide professional engineering technical assistance to Department, District Offices and Water Management Districts staff in the Environmental Resource Permitting program.

Section Administrator, Nonpoint Source Management 2012 – 2013
Florida Department of Environmental Protection

Implementation of Florida's nonpoint source management programs, including management of EPA's Section 319 and Florida's TMDL grant programs, averaging $9,000,000 per year.

- Engineered EPA's acceptance of Florida's Basin Management Action Plans as 9-Element Watershed Restoration Plans, required by new 319 guidelines
- Finalized Florida's 5-Year NPS Management Program Update and gained its acceptance by EPA

Bureau Chief 1997 – 2012
Northwest Florida Water Management District

Environmental Resource Permitting (2006 – 2012): Chosen to implement Northwest Florida Environmental Resource Permitting for the District, while simultaneously creating a new Bureau.

- Co-author of the Northwest Florida Environmental Resource Permitting rule (Ch. 62-346, F.A.C.) and accompanying two volume Applicant's Handbook.
- Opened two new District offices in Tallahassee and Crestview
- Built and supervised new Bureau to 29 engineers, scientists, administrative and field staff
- Planned and directed the design and implementation of a one-of-a-kind electronic document processing system and on-line application submittal process, which made the Bureau truly paperless
- Currently the only Florida regulatory agency with an electronic application transfer agreement with the Army Corps of Engineers

Surface Water (1997 – 2006): Planning and perform water quality and quantity studies; numerical modeling, design, permitting and construction oversight of retrofit stormwater management systems and land management improvements of District owned properties; project and funding acquisition and negotiation; contract and project management and administration.

- Rebuilt empty Bureau and refocused its efforts to meet shifting District values
- Planned and directed the Pensacola Bay debris removal following Hurricane Ivan (2004)
- Member of the Florida's interstate negotiating team for the Apalachicola-Chattahoochee-Flint (ACF) water sharing program under the first Interstate Compact east of the Mississippi.
- Created the concept of "stormwater parks"
- Published numerous technical papers on completed projects and studies

Pollution Control Engineer 1990 – 1997
City of Jacksonville, Air & Water Quality Division

Served in a variety of positions as my career advanced and the needs of the Division changed.

- Created a county wide erosion control inspection and enforcement plan recognized as one of Florida's finest, and among the best in the nation; later used by the State of Florida as the model for a Statewide erosion and sediment control program
- Created a public information campaign to educate Jacksonville's citizens of the problems associated with nonpoint source pollution
- Engineering responsibility for stormwater master planning, lift stations and wastewater treatment facility permitting
- Review and approval of petroleum contamination assessment reports and remedial action plans under county delegation. Under my oversight, review times dropped from nearly 300 days to 14 days.

Stormwater Engineer 1990 – 1997
Florida Department of Environmental Protection, Jacksonville FL

Permitting and compliance sampling inspections to monitor stormwater and industrial waste water quality requirements. Review of all projects proposed in the District to determine adequacy of proposed stormwater treatment. Solid waste permitting.

Medical Technologist 1982 – 1986
Munroe Regional Medical Center, Ocala, FL

Night shift supervisor. Performed all routine and specialized tests in all departments of a hospital laboratory.

Medical Technologist 1975 – 1980
Alaska Native Medical Center, Anchorage, AK

Performed all routine and specialized tests in all departments of a hospital laboratory.

Publications:

An Analysis of Stormwater Inputs to the Apalachicola Bay
Northwest Florida Water Management District Water Resources Special Report 00-1 July 2000
Authors: Lee Marchman, P.E.

Bayou Chico/Maggie's Ditch Watershed Restoration
Sixth Biennial Stormwater Research Conference Proceedings September 1999
Authors: Lee Marchman, P.E.

Megginnis Arm Basin Diagnosis – A Distributed Watershed Model Using XP-SWMM32
Sixth Biennial Stormwater Research Conference Proceedings September 1999
Authors: Lee Marchman, P.E., Yan Zhang, Ph.D

District Water Supply Assessment", Water Resources Assessment 98-2 June 1998
Authors: Ryan, Macmillan, Pratt, Chelette, Richards, Countryman, and Marchman

Apalachicola Bay Stormwater Impacts
Fifth Biennial Stormwater Research Conference Proceedings November 1997
Authors: Lee Marchman, P.E.

Hydrologic & Ecological Design Tools for the Preservation and Management of the Sweetbay Wetland, St. Andrews Bay
Fifth Biennial Stormwater Research Conference Proceedings November 1997
Authors: Lee Marchman, P.E.

Apalachicola Bay Urban Stormwater Impact Analysis
Northwest Florida Water Management District Special Report 97-3 June 1997
Authors: Lee Marchman, P.E., Satish Akula, Nick Wooten

Implementation Of A County Wide Erosion And Sediment Control Program
International Erosion Control Association Conference XXVII Proceedings February 1996
Authors: Lee Marchman, P.E.

Jacksonville Gets A Handle On Runoff
Erosion Control magazine, Vol. 1, No. 2 May 1994
Authors: Lee Marchman, P.E.

Jacksonville Erosion and Sediment Control Inspectors Guide
City of Jacksonvelle 1993
Authors: Lee Marchman, P.E.

Volunteer storm drain stenciling program featured in *Runoff Report*, Vol. 1, No. 2, Summer/Fall 1993

Stormwater program highlighted in *Florida Times Union* feature "Rain of Ruin" by Beverly Keneagy, August 11, 1991.

Certifications:

Florida Professional Civil Engineer
Florida Board of Professional Engineers License PE47310

Georgia Professional Civil Engineer
Georgia Board of Professional Engineers and Surveyors License PE29154

First Aid, CPR & AED Certification
February 2015 – Present

Organizations:

City of Pensacola Environmental Advisory Board
December 2001 – December 2003

Florida Association of Environmental Professionals
May 2012 – May 2013

Association of State Wetland Managers
February 2014 – Present

Silviculture Best Management Practices Technical Advisory Committee
May 2013 – Present

Leon County
Board of County Commissioners

Notes for Agenda Item #6

Leon County
Board of County Commissioners

Cover Sheet for Agenda #6

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of State Funding for Establishment of a Veteran's Court in Court Administration

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Wanda Hunter, Director of the Office of Intervention and Detention Alternatives Timothy Barden, Principal Management and Budget Analyst

Fiscal Impact:

This agenda item has a fiscal impact. This is a $125,000 grant that will be allocated annually.

Staff Recommendation:

Option #1: Accept the Veteran's Court Grant in the amount of $125,000 (Attachment #1).

Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

During 2015 Florida Legislative session, the Legislature appropriated recurring state funds for the establishment of veteran's courts in eight jurisdictions, with one of the jurisdictions being Leon County. The bill language states that $125,000 in recurring general revenue funds shall be distributed to Leon County *"to create or continue, pursuant to sections 948.08(7)(a), 948.16(2)(a), and 948.21, Florida Statutes, a felony and/or misdemeanor pretrial or post-adjudicatory veterans' treatment intervention programs to address the substance abuse and/or mental health treatment needs of veterans and service members charged with, or on probation or community control for, criminal offenses."* The Governor signed this legislation into law, effective July 1, 2015. Subsequently, the County received a letter from Leon County Court Administration outlining the program and requesting the appropriation of funds for the program (Attachment #1)

Analysis:

Most veterans are strengthened by their military service; but, for many, their experience has resulted in suffering from "invisible wounds"; such as, post-traumatic stress disorders, major depression, suicide ideation, and traumatic brain injury. According to the U.S. Department of Veterans Affairs, one in five veterans has symptoms of a mental health disorder or cognitive impairment; and, one in six veterans who served in Operation Enduring Freedom and Operation Iraqi Freedom suffer from a substance abuse issue. Research continues to draw a link between substance abuse and combat-related mental illness. Left untreated, mental health disorders, common among veterans, may directly lead to involvement in the criminal justice system. This involvement costs the criminal justice system, the community, the taxpayer, and the veterans themselves.

Based upon current data analysis, the court believes that a Veterans Court docket would assist approximately 25 defendants at any given time. To service this number of defendants, it is anticipated that the Veteran's Court program will require up to 2.0 Full-Time Equivalent (FTE) staff to serve as a Veterans Court Coordinator and a Probation Officer. The Court Coordinator position will work for the court in identifying, coordinating, and managing cases involving veterans as they move through the court system. The Probation Officer position will work for Leon County's Office of Intervention and Detention Alternatives to follow-up on a continual basis and ensure veterans complete all court-ordered sanctions and treatment requirements.

Leon County's experience with the Veteran's Stand Down, which has included a court component for the past three years, has demonstrated the need for comprehensive services and follow-up to adequately provide for the many needs of veterans in the criminal justice system. Acting as a "one-stop shop," Veterans Court will link veterans with the programs, benefits, and services that the veterans have earned through their military service.

A Veterans Court judge has been selected, Leon County Judge Augustus D. Aikens, Jr. With more than 17 years of experience on the bench, Judge Aikens is also a retired colonel in the Florida Army National Guard and the Reserve of the United States Army.

Additionally, it is anticipated that many of the services will be coordinated through the Leon County Veteran's Office working with the U.S. Department of Veterans Affairs, or through state and local veterans agencies, since all participants in the Veterans Court should be VA-certified veterans eligible for services. Other services may already be provided by the Mental Health docket or Drug Court program since it is assumed there will be some overlap in the population serviced by each court docket.

Once a Veterans Court is established, subsequent efforts will include regular staff meetings to refine and improve processes. It is anticipated that reports shall be regularly made to Leon County's Public Safety Coordinating Council.

The state funding provided will be sufficient to support this program without seeking additional County general revenue. A Resolution and associated Budget Amendment is included as Attachment #2.

Options:

1. Accept the Veteran's Court State funding in the amount of $125,000 (Attachment #1).
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Board direction.

Recommendation:
Options #1 and #2.

Attachments:

1. Letter from Court Administration regarding Veteran's Court
2. Resolution and Budget Amendment Request

CHARLES A. FRANCIS
CHIEF JUDGE

OFFICE OF THE COURT ADMINISTRATOR
SECOND JUDICIAL CIRCUIT OF FLORIDA
LEON COUNTY COURTHOUSE
ROOM 225-L
301 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32301
(850) 577-4420 FAX (850) 487-7947

GRANT SLAYDEN
TRIAL COURT ADMINISTRATOR

26 June 2015

Honorable Mary Ann Lindley
Chairman, Leon County Board of County Commissioners
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

Dear Chairman Lindley:

On behalf of the Chief Judge, the Second Judicial Circuit of Florida in and for Leon County respectfully requests authorization from the Leon County Board of County Commissioners to accept and serve as fiscal agent for $125,000 in recurring State of Florida funds as well as authorizing up to 2.0 Full-Time Equivalent (FTE) staff to establish a felony and/or misdemeanor pretrial or post-adjudicatory veterans treatment intervention program.

The 2015 Florida Legislature appropriated recurring state funds to sustain or establish veterans courts in eight jurisdictions, one of these Leon County. Proviso language found in the Final Conference Report for Senate Bill 2500-A (2015) for FY 2015-16 states, "From the funds in Specific Appropriation 3169 ... $125,000 in recurring general revenue funds shall be distributed to Leon County ... to create or continue, pursuant to sections 948.08(7)(a), 948.16(2)(a), and 948.21, Florida Statutes, felony and/or misdemeanor pretrial or post-adjudicatory veterans' treatment intervention programs to address the substance abuse and/or mental health treatment needs of veterans and service members charged with, or on probation or community control for, criminal offenses." Governor Rick Scott signed this legislation into law, effective July 1, 2015. The Second Judicial Circuit of Florida will provide sufficient State funds to Leon County prior to the end of the County Fiscal Year 2014-15 through a grant-in-aid or contract.

Most veterans are strengthened by their military service, but for many their experience has resulted in suffering from "invisible wounds" such as post-traumatic stress disorder, major depression, suicide ideation, and traumatic brain injury. According to the U.S. Department of Veterans Affairs, one in five veterans has symptoms of a mental health disorder or cognitive impairment and one in six veterans who served in Operation Enduring Freedom and Operation Iraqi Freedom suffer from a substance abuse issue. Research continues to draw a link between substance abuse and combat-related mental illness. Left untreated, mental health disorders common among veterans may directly lead to involvement in the criminal justice system. This

involvement costs the criminal justice system, the community, the taxpayer, and the veterans themselves.

Discussions within the Court and among some criminal justice system partners have determined that the funding would be beneficial and useful in establishing a veterans docket in Leon County for misdemeanor cases and related services for veterans in felony cases and other divisions of the court. The Veterans Court model requires regular court appearances and mandatory receipt of various services and treatment. Veterans generally respond favorably to this structured environment given their past experiences in the Armed Forces. Without this structure, these veterans will re-offend and remain in the criminal justice system. The Veterans Court is able to ensure that veterans meet their obligations to themselves, the court, and their community.

Leon County's experience with the Veterans Stand Down, which has included a court component for the past three years, has demonstrated the need for comprehensive services and follow up to adequately provide for the many needs of veterans in the criminal justice system. The success of this annual event made possible by community activists and the strong support of local veterans may be leveraged into establishing a full-time Veterans Court. Acting as a "one-stop shop," Veterans Court will link veterans with the programs, benefits, and services that the veterans have earned through their military service. For example, the U.S. Department of Veterans Affairs may make treatment appointments through the Veterans Health Administration and communicate attendance back to the Veterans Court, ensure that veterans receive disability compensation, education, and training benefits through the Veterans Benefits Administration, and seek state and local resources.

Although early in program definition, it is anticipated that a Veterans Court may require up to 2.0 Full-Time Equivalent (FTE) staff to serve as a Veterans Court Coordinator and a Probation Officer. The former position is proposed to work for the court in identifying, coordinating, and managing cases involving veterans as they move through the court system. The latter position is proposed to work for Leon County's Office of Intervention and Detention Alternatives to follow-up on a sustained basis and ensure veterans complete all court ordered sanctions and treatment requirements. It is anticipated that many of the services will be provided by the U.S. Department of Veterans Affairs or through state and local veterans agencies, since all participants in the Veterans Court should be bona fide VA-certified veterans eligible for services. Other services may already be provided by the Mental Health docket or Drug Court program since it is assumed there will be some overlap in the population serviced by each court docket.

It is anticipated that the Veterans Court Coordinator will work with local veterans groups to coordinate a "battle buddy" program where veterans throughout our community will team up with and mentor veterans participating in Veterans Court, providing motivational support as well as transportation and other more tangible support. A work group of criminal justice system partners, to include representation from the U.S. Department of Veterans Affairs and Leon

County's Veterans Services as well as local veteran advocates and groups, will assist in defining the actual program details and processes.

Based upon current data analysis, the court believes that a Veterans Court docket would comprise approximately 25 defendants at any given time, so that available funds will be sufficient to sustain this program without seeking additional county funds. Mindful of the limitation of resources, the program will be structured with strict fiscal controls. Once a Veterans Court is established, subsequent efforts will include regular staff meetings to refine and improve processes. It is anticipated that reports shall be made regularly to Leon County's Public Safety Coordinating Council.

A Veterans Court will hear a large portion of the cases involving the local veteran population as opposed to business as usual – having all veterans appear before random judges who may or may not have an understanding of their unique problems and treatment alternatives. Because a Veterans Court judge handles numerous veterans' cases and is supported by a strong, interdisciplinary team, they are in a much better position to effectively respond than a judge who only occasionally hears a case involving a veteran defendant. A Veterans Court judge has been selected, Leon County Judge Augustus D. Aikens, Jr. With over 17 years experience on the bench, Judge Aikens is also a retired colonel in the Florida Army National Guard and the Reserve of the United States Army.

We thank the Leon County Board of County Commissioners for considering this proposal to accept and serve as fiscal agent for $125,000 in recurring State of Florida funds as well as authorizing up to 2.0 Full-Time Equivalent (FTE) staff to establish a felony and/or misdemeanor pretrial or post-adjudicatory veterans' treatment intervention program. Our local veterans deserve no less for what they have done for our community and nation.

Very respectfully,

Grant C. Slayden
Trial Court Administrator

GS/gs

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

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

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

Adopted this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15028
Date: 6/25/2015

Agenda Item No: 0
Agenda Item Date: 7/7/2015

County Administrator
Vincent S. Long

Deputy County Administrator
Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	944010	334891	000	Veteran's Court Funding	-	125,000	
					Subtotal:	125,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	944010	51200	601	Salaries and Wages		71,939	
125	944010	52100	601	FICA		5,233	
125	944010	52200	601	FRS		4,965	
125	944010	52300	601	Life and Health		13,117	
125	944010	52400	601	Worker Compensation		2,550	
125	944010	54000	601	Travel & Per Diem		3,000	
125	944010	54200	601	Postage		1,000	
125	944010	54700	601	Printing		1,000	
125	944010	54900	601	Other Current Charges		6,000	
125	944010	55100	601	Office Supplies		6,196	
125	944010	55400	601	Publications, Subcription		2,000	
125	944010	55401	601	Training		8,000	
					Subtotal:	125,000	

Purpose of Request:

This amendment realizes a $125,000 in state funding provided by the Florida Legislature during the 2015 Legislative session for the establishment of a Veterans Court to administer felony and/or misdemeanor pretrial or post-adjudicatory veterans' treatment intervention programs. These progress will address the substance abuse and/or mental health treatment needs of veterans and service members charged with, or on probation or community control for, criminal offenses. Two positions will be needed to administer this program, a Veterans Court Coordinator and a Probation Officer, as well as operating costs.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution [x] Motion [ ] Administrator [ ]

Leon County
Board of County Commissioners

Notes for Agenda Item #7

Leon County
Board of County Commissioners

Cover Sheet for Agenda #7

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance for September 15, 2015 at 6:00 p.m.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Shawna Martin, Senior Planner, Development Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule the first and only Public Hearing to consider proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance (Attachment #1) for September 15, 2015 at 6:00 p.m.

Report and Discussion

Background:

In January 1997, the Board adopted an Ordinance (Ord. 97-01) amending the Leon County Land Development Code (LDC) establishing regulations for the siting and construction of communication antenna support structures (Section 10-6.812 of the LDC). The provisions were adopted by the Board as a result of the significant increase in permit requests by the communication tower industry as sales of cellular communication began to increase significantly. In 2009, minor updates were adopted by the Board to revise the provisions for security or performance bonding for communication antenna support structures; however, these minor updates did not include a thorough analysis of regulatory provisions. The regulations for communication antenna support structures have not been fully reviewed for necessary updates since 1998.

Since 2013, the Development Support and Environmental Management Department (DSEM) has noted an increase in requests for information (including submittal of Permitted Use Verifications) regarding potential sites for new communication antenna support structures. Since that time, DSEM has reviewed and approved nine (9) site and development plans for small communication structures within existing electrical utility substations owned by Talquin Electric Cooperative to assist in the implementation of Talquin's smart-grid communications network. During the review of these site plans, it was noted that there appeared to be information in the LDC that was out of date, and in some cases, not well defined. Therefore, staff provided an agenda item to the Board on June 24, 2014, requesting authorization to proceed with a thorough review of the Ordinance, and the Board directed staff to proceed with the review as requested. Subsequently, staff has drafted an amended Ordinance to address issues outlined in the review (Attachment #1).

Analysis:

On October 21, 2014, during staff's review of the Communication Antenna Support Structure Ordinance, the Federal Communications Commission (FCC) issued a report and order, *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies* (Order), which prescribes rules and regulations to carry out the provisions of the Middle Class Tax Relief and Job Creation Act (Spectrum Act) passed by Congress in 2012. Specifically, Section 6409(a) of the Spectrum Act implements additional substantive and procedural limitations upon state and local government authorities to regulate modifications of existing wireless communication antenna support structures and communication antenna support structure sites. The Spectrum Act, as interpreted by the Order, mandated that local governments may not deny, and shall approve, an eligible application requesting modification of an existing communication antenna support structure or communication antenna support structure site if such modification does not substantially change the physical dimensions of such structure or site. The Order, among other things, defines key terms utilized in Section 6409, establishes application requirements, and implements a 60-day time frame for approval of modifications that do not involve substantial changes.

DSEM staff, along with staff from the County Attorney's Office, participated in a webinar hosted by the International Municipal Lawyers Association (IMLA) in November 2014, regarding the FCC's new requirements. In February of 2015, the National League of Cities, the National League of Counties and the National Association of Telecommunications Officers and Advisors developed a 6409(a) model Ordinance and checklist to provide local governments with a framework for determining if their wireless siting process complies with the FCC's new rules (Attachment #2).

The proposed Ordinance will update the Communication Antenna Support Structure Ordinance by adding definitions to clarify terms, updating industry standards, and meeting the new Federal guidelines for modifying existing structures as outlined in Section 6409(a) of the Spectrum Act. The proposed Ordinance also restructures the format to clarify the requirements and permitting process for modifying existing communication antenna support structures and for permitting new communication antenna support structures. The Ordinance, as presently written, is not clear in format and has numerous areas of duplication, which has caused confusion for applicants. Staff determined that reformatting the Ordinance was necessary to make the required updates and avoid further confusion regarding the permitting process in the future.

Staff has determined that because the proposed updates are primarily for clarification purposes and to respond to new Federal guidelines, it will not be necessary to convene a formal committee of representatives from the communication antenna support structure industry. However, to ensure consistency, several industry representatives have been asked to review the proposed updates to the Ordinance and provide feedback. Additionally, the proposed updates will be presented to the DSEM Citizen's User Group for comments/recommendations. The proposed Ordinance will require a consistency review by the Planning Commission at a Public Hearing, with final disposition by the Board at a Public Hearing.

Options:

1. Schedule the first and only Public Hearing to consider proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance (Attachment #1) for September 15, 2015 at 6:00 p.m.
2. Schedule the first and only Public Hearing to consider proposed amendments to the Communication Antennas and Communication Antenna Support Structures Ordinance for an alternate date.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Draft Ordinance
2. Model Chapter Implementing Section 6409(a) and Wireless Facility Siting: Section 6409(a) Checklist

ORDINANCE NO. 15- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.812, COMMUNICATION ANTENNAS AND COMMUNICATION ANTENNA SUPPORT STRUCTURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 10-6.812 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Communication antennas and communication antenna support structures" is hereby amended to include the following new definitions:

Section 10-6.812. Communication antennas and communication antenna support structures.

~~(a) Applicability; use of existing structures.~~

~~(1) All new communication antennas and communication antenna support structures in the unincorporated areas of the county shall be subject to these land development regulations and all other applicable building and construction codes. In the event of any conflict between other land development regulations and the regulations contained in this section, the provisions of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.~~

~~(2) All communication antenna support structures existing on July 14, 2009 shall be allowed to continue to be used as they presently exist, provided that a notice of continuing use is submitted by the communication antenna support structure owner/operator to the department of development support and environmental management not later than July 30, 2010 and no later than every three years there after. A notice of continuing use shall certify that the structure continues to be used as a communication antenna support structure and that a security or performance bond has been posted in an amount to be determined by the county to cover the cost of removal plus a reasonable safety factor. The notice of continuing use shall specify the antenna support structure's use, number of collocated antennas and use, owner and contact information for the antenna support structure and all collocated antennas. Failure to file a notice of continuing use shall constitute abandonment in accordance with subsection (o). Routine maintenance or minor modifications to accommodate the collocation of an additional user or users shall be permitted on such existing communication antenna support structures subject to the criteria in [subsection] (b) below. New construction, other than routine maintenance and modifications to accommodate collocation on an existing communication antenna support structure, shall comply with the requirements of this section.~~

~~(3) For purposes of this section, a communication antenna support structure that has received final approval in the form of a building permit for an approved site and~~

~~development plan or where substantial construction has been completed, shall be considered an existing communication antenna support structure so long as such approval is valid and unexpired as of the effective date of this section.~~

~~(4) No rezoning or zoning variance shall be required to locate a communication antenna on an existing nonresidential structure or multifamily residential structure 35 feet in height or greater; provided, however, that the communication antenna does not extend more than 20 feet above the existing structure. Such structures may include, but are not limited to, nonresidential buildings, water towers, existing communications antenna support structures, recreational light fixtures and essential service provider facilities.~~

~~(5) A communication antenna support structure may be rebuilt, reconstructed, or replaced, in any zoning district other than residential preservation, except for rebuilding, reconstructing, or replacing nonconforming communication antenna support structures which may be approved only through Type C site and development plan process, when done to accommodate collocation of additional users, subject to all review requirements in the land development regulations for Type A site plans, with a notice of pendency that a communication antenna support structure is proposed to be rebuilt, reconstructed, or replaced mailed to all affected property owners at least ten work days prior to the decision on the application as determined from the most recent tax rolls, of all property located within 500 feet of the boundary of the property upon which the communication antenna support structure is located, provided that any such collocation is accomplished in a manner consistent with the following:~~

~~a. A communication antenna support structure which is modified or reconstructed to accommodate the collocation of an additional communication antenna shall comply with all the provisions of this section, except subsections (b) and (c) and shall be of the same communication antenna support structure type as the existing communication antenna support structure, unless reconstructed as a monopole.~~

~~b. Height.~~

~~1. An existing communication antenna support structure may be modified or rebuilt to a taller height, not to exceed 30 feet or 20 percent of the height of the communication antenna support structure, whichever is greater, over the communication antenna support structure's existing height, to accommodate the collocation of an additional communication antenna, but in no case shall the height of the communication antenna support structure and proposed extension be greater than the distance to an existing residential structure.~~

~~2. The height change referred to in subsection b.1. may only occur one time per communication antenna support structure.~~

~~c. On-site location.~~

~~1. A communication antenna support structure which is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on-site within 50 feet of its existing location, subject to the setback requirements of this section.~~

~~2. After the communication antenna support structure is rebuilt to accommodate collocation, the existing communication antenna support structure must be dismantled and removed within 60 days after the rebuilding so only one communication antenna support structure may remain on the site.~~

~~(6) All communication antenna support structure or communication antennas proposed in the unincorporated areas of the county shall comply with the requirements of section~~

~~10-6.808, "airport regulation," of the zoning code. If there is any conflict between the requirements of this section and section 10-6.808, the requirements in [section] 10-6.808 shall control. Furthermore, no new communication antenna support structure shall be permitted within 1,000 feet of the landing area of a private airport that has been approved by the county pursuant to the provisions of subsection 10-6.803(f) of the zoning code.~~

~~(7) The provisions of this section shall not apply to communication antenna support structures or communication antennas located on property owned by the United States, State of Florida, Leon County, or the City of Tallahassee, provided those communication antenna support structures are owned by those public entities and are used for the provision of fire safety, law enforcement, emergency management, emergency medical services telecommunications, and/or a governmental purpose. Furthermore, the provisions of this section are not intended to apply to the siting of radio and television broadcast antenna support structures licensed by the FCC and used primarily for broadcast purposes.~~

~~(b) Location.~~

~~(1) A communication antenna support structure or communication antenna may be located in any zoning district so long as it meets the requirements of this section, except a communication antenna support structure or communication antenna shall not be located on or within 400 feet of property designed as historic preservation overlay. Any application for a communication antenna on or within 400 feet of property designated as historic preservation overlay shall request a certificate of appropriateness from the county's architectural review board pursuant to section 10-6.807 of the Zoning Code.~~

~~(2) A communication antenna support structure may be located on a subparcel used for other principal uses on a parcel smaller than the minimum lot size required in the zoning district. This parcel shall be considered as the "communication antenna support structure site." The communication antenna support structure site, but not the entire lot, shall be subject to all of the requirements of this section, except as specifically provided herein.~~

~~(c) Minimum distance of communication antenna support structures from residential lots.~~

~~(1) a. If a communication antenna support structure is located on residential or multifamily residential structure of 35 feet in height or greater, the tower shall be at least 250 feet, but not less than the height of the proposed communication antenna support structure itself, from the nearest residential lot zoned for or constructed with single-family residences or multifamily residences of less than 35 feet in height.~~

~~b. All other communication antenna support structure shall be located at least 300 feet, but not less than the height of the proposed communication antenna support structure itself, from the nearest residential lot zoned for or constructed with single-family residences or multifamily residences of less than 35 feet in height.~~

~~c. Variances from these setback requirements may be granted consistent with the standards contained in subsection (v) of this section.~~

~~(2) Distances shall be measured from the center of the base of the communication antenna support structure to the residential lot line.~~

~~(3) Notwithstanding anything to the contrary in the land development regulations, no communication antenna support structure other than a monopole (freestanding) shall be located in any location adjacent to a residential lot.~~

~~(d) Communication antenna support structure permitting.~~

~~(1) Feasibility of collocation. shall be deemed to be feasible for purposes of this subsection where all of the following are met:~~

~~a. The owner or person who otherwise controls the communication antenna support structure or other structure under consideration for collocation will undertake to charge fair and reasonable market rent or other fair and reasonable market compensation for collocation.~~

~~b. The site on which collocation is being considered, taking into consideration reasonable or replacement of a facility, is able to provide sufficient structural support.~~

~~c. The collocation being considered is technologically reasonable, e.g. the collocation will not result in unreasonable interference, given appropriate physical and other adjustment in relation to the structure and antennas.~~

~~d. The height of the structure necessary for collocation will not be increased beyond a point deemed to be permissible by the county administrator or designee, taking into consideration the several standards contained in this section.~~

~~(2) New communication antenna support structures.~~

~~a. A communication antenna support structure permit for the location and use of a communication antenna support structure shall not be granted unless and until the applicant demonstrates that a feasible collocation is not available for the coverage area and capacity needs.~~

~~b. The county shall maintain a list of all communication antenna support structures and shall make such list available to new communication antenna support structure applicants. No new communication tower shall be permitted unless the applicant demonstrates, in writing, that no existing communication antenna support structure or structure can accommodate the applicant's proposed antenna, consistent with the requirements of subsection (d)(4)f. of this section.~~

~~c. If a party who owns or otherwise controls a new or existing communication antenna support structure shall fail or refuse to alter a structure so as to accommodate a proposed and otherwise feasible collocation, such facility shall thereupon and thereafter be deemed to be a nonconforming structure and use, and shall not be altered, expanded, or extended in any respect.~~

~~(3) Applications for collocation of communication antennas or location of communication antennas on existing Leon County facilities shall be given expedited review.~~

~~(4) Communication antenna support structure application and provisions governing the issuance of permits.~~

~~a. In granting a permit, the county shall require the posting of a security or performance bond, in an amount to be determined by the county, not to exceed the cost of removal, to ensure removal of such communication antenna support structure(s) if it becomes abandoned as described in subsection (o) of this section.~~

~~b. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer, as otherwise required by law.~~

~~c. An applicant for a communication antenna support structure permit shall submit the information described in this section and a nonrefundable fee as established~~

~~by the resolution of the county commissioners to reimburse the county for the costs of reviewing the application.~~

~~d. Information required. In addition to any information required by the land development regulations for Type B site plans, applicants for a communication antenna support structure permit shall submit the following information:~~

~~1. A scaled site plan clearly indicating the location, type, and height of the proposed communication antenna support structure, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities), master plan classification of the site and all properties within the applicable setback areas, adjacent roadways, proposed means of access, setbacks for property lines, elevation drawings of the proposed communication antenna support structure and any other structures, topography, parking, and other information deemed by the county to be necessary to assess compliance with this section.~~

~~2. Legal description of the parent tract and leased parcel (if applicable).~~

~~3. The setback distance between proposed communication antenna support structure and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.~~

~~4. The location of all communication antenna support structure and communication antennas within a one mile radius of the location of the proposed structure.~~

~~5. A landscape plan showing specific landscape materials.~~

~~6. Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.~~

~~7. A description of compliance with the requirements of this section and all applicable federal, state, or local laws.~~

~~8. A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users.~~

~~9. A description of the suitability of the use of existing communication antenna support structure(s) or other structures to provide the services to be provided through the use of the proposed new structure.~~

~~10. The location of the proposed communication antenna support structure in digital format compatible with the county's GIS system.~~

~~e. The county shall consider the following factors in determining whether to issue a permit, although the county may waive or reduce the burden on the applicant of one or more of these criteria if the county concludes that the goals of this section are better served thereby:~~

~~1. Height of the proposed communication antenna support structure;~~

~~2. Proximity of the communication antenna support structure to residential structures and residential district boundaries;~~

~~3. Nature of uses on adjacent and nearby properties, within 500 feet of the communication antenna support structure site property line;~~

~~4. Surrounding topography;~~

~~5. Surrounding tree coverage and foliage;~~

~~6. Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;~~

~~7. Proposed ingress and egress; and~~

~~8. Availability of suitable existing communication antenna support structure or other structures.~~

~~f. No new communication antenna support structure shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the county that no existing communication antenna support structure or structure can accommodate the applicant's proposed antenna. An applicant shall submit information requested by the county related to the availability of suitable existing communication antenna support structure(s) or other structures. Evidence submitted to demonstrate that no existing communication antenna support structure or other structure can accommodate the applicant's proposed communication antenna may consist of any of the following:~~

~~1. No existing communication antenna support structure or other structures are located within the geographic area which meet applicant's engineering requirements.~~

~~2. Existing communication antenna support structure(s) or other structures are not of sufficient height to meet applicant's engineering requirements.~~

~~3. Existing communication antenna support structures or other structures do not have sufficient structural strength to support applicant's proposed communication antenna and related equipment.~~

~~4. The applicant's proposed communication antenna would cause electromagnetic interference with the communication antenna on the existing communication antenna support structures or other structures, or the communication antenna on the existing communication antenna support structures or other structures would cause interference with the applicant's proposed communication antenna.~~

~~5. The fees, costs, or contractual provisions required by the owner in order to share an existing communication antenna support structure or other structure or to adapt an existing communication antenna support structure or other structure for sharing renders collocation infeasible or unreasonable.~~

~~6. The applicant demonstrates that there are other limiting factors that render existing communication antenna support structure(s) or other structures unsuitable.~~

~~g. The applicant shall provide the county with a sealed statement that the proposed communication antenna support structure is required because the applicant has demonstrated compliance with all applicable collocation requirements of this section as outlined above, and that no existing communication antenna support structure or other structure can accommodate the applicant's proposed antenna.~~

~~(e) Maximum height. Notwithstanding anything to the contrary in the land development regulations, the maximum height of communication towers shall be 150 feet except in rural, urban fringe, industrial, M-1 limited industrial and activity center districts or in planned unit developments, critical planning areas or target planning areas which include community services, light or heavy infrastructure, or light or heavy industrial uses, in which the maximum height shall be 250 feet. Measurements of communication tower height shall~~

~~include the base pad, and other appurtenances and shall be measured from the finished grade at the tower base.~~

~~(f) Minimum yard requirements. There are no minimum yard requirements for communication antenna support structures.~~

~~(g) Illumination. Communication antenna support structures shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA).~~

~~(h) Finished color. Communication antenna support structures not requiring FAA painting/marking shall have either a galvanized finish or painted a dull blue, gray, or black finish.~~

~~(i) Structural design. Communication antenna support structures shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard, according to the EIA/TIA 222-E Standards, to adjoining properties. Communication antenna support structures shall be constructed to the EIA/TIA 222-E Standards, as published by the Electronic Industries Association, which may be amended from time to time, and all applicable county building codes. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to existing communication antenna support structures shall require submission of site plans sealed and verified by a professional engineer, which demonstrate compliance with the EIA/TIA 222-E Standards in effect at the time of said improvement or addition. Said plans shall be submitted to and reviewed and approved by the department of development support and environmental management at the time building permits are requested.~~

~~(j) Fencing. A minimum eight feet finished masonry wall or an eight-foot fence with less than 85 percent opacity shall be required around all communication antenna support structure sites. Access to the tower shall be through a locked gate.~~

~~(k) No advertising. Neither the communication antenna support structure nor the communication antenna support structure site shall be used for advertising purposes and shall not contain any signs for the purpose of advertising.~~

~~(l) Landscaping. The visual impacts of residentially or commercially located communication antenna support structures shall be mitigated through landscaping or other screening materials at the base of the tower and ancillary structures as follows:~~

~~(1) A 20-foot landscape buffer which meets the landscape requirements of section 10-7.522 of the zoning code shall be required around the perimeter of the communication antenna support structure and any accessory structures located outside the required wall or fence;~~

~~(2) All required landscaping shall be of the evergreen variety;~~

~~(3) All required landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and vitality;~~

~~(4) Required landscaping shall be installed outside the fence or wall; and~~

~~(5) Existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward meeting landscaping requirements.~~

~~(6) An applicant may request deviation to the standards in this section in accordance with section 10-1.106~~

~~(m) Leon County encourages the users of communication antenna support structures and communication antennas to submit a single application for approval of multiple communication antenna support structure and/or communication antenna sites, and to~~

~~utilize existing public facilities owned by Leon County through lease situations as sites. Applications for approval of multiple sites or sites utilizing existing Leon County facilities shall be given priority in the review process.~~

~~(n) Nonconforming communication antenna support structures. To the extent set forth herein, the restrictions on nonconforming uses and structures contained in Division 3 of Article VI of the Leon County Code of Laws are modified and supplemented by this section. Bona fide nonconforming communication antenna support structures or communication antennas that are damaged or destroyed maybe rebuilt and all such communication antenna support structures or communication antennas may be modified or replaced without meeting the minimum distance requirements specified in paragraph (c) hereinabove. The type, height, and location of the communication antenna support structure on the site shall be of the same type and intensity as the original facility approval. Building permits to rebuild the tower shall comply with the applicable county codes and shall be obtained within 180 days from the date the communication antenna support structure is damaged or destroyed. If no permit is applied for, or obtained, or if said permit expires, the communication antenna support structure shall be deemed abandoned as specified in paragraph (n) hereinafter.~~

~~(o) Abandonment. In the event the use of any communication antenna support structure has been discontinued for a period of 180 consecutive days, the communication antenna support structure shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the county administrator or designee, based upon documentation and/or affidavits from the communication antenna support structure owner/operator regarding the issue of usage. Upon the determination of such abandonment, the owner/operator of the communication antenna support structure shall have an additional 180 days within which to: (1) reactivate the use of the communication antenna support structure or transfer the structure to another owner/operator who makes actual use of the structure, or (2) dismantle and remove the structure. At the earlier of 180 days from the date of abandonment without reactivation or upon completion of dismantling and removal, any exception and/or variance approval for the communication antenna support structure shall automatically expire.~~

~~(p) Certification of compliance with Federal Communication Commission (FCC) NIER Standards. Prior to receiving final inspection, adequate proof shall be submitted to the community development department documenting that the communication antenna support structure complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER). The county administrator or designee shall indicate on the site plan approval that this certification has been received.~~

~~(q) Collocation. Communication antenna support structures shall be structurally designed to accommodate the collocation of communication antennas as follows:~~

~~(1) All communication antenna support structures, except camouflaged structures, over 80 feet and up to and including 125 feet in height shall be structurally designed to accommodate at least two service providers.~~

~~(2) All communication antenna support structures, except camouflaged structures, over 125 feet and up to and including 150 feet in height shall be structurally designed to accommodate at least three service providers.~~

~~(3) All communication antenna support structures, except camouflaged structures, exceeding 150 feet in height shall be structurally designed to accommodate at least four service providers.~~

~~(r) Camouflaged structures.~~

~~(1) Criteria to be considered in determining whether a communication antenna support structure qualifies as a camouflaged structure:~~

~~a. The communication antenna support structure: (i) resembles a natural object or a manmade structure; (an example of a natural object is a tree; examples of a manmade structure are bell and clock towers, church steeples, detached or attached sigh structures or a lookout station); or (ii) serves a purpose other than supporting communication antennas, for example, lighting of sports facilities, transmission of electrical and/or telephone lines; flag poles;~~

~~b. The communications antenna support structure is designed to be compatible with the architectural elements, such as bulk, massing, and scale of the surrounding properties or structures; and~~

~~c. The communication antenna support structure is designed to compliment or to blend with the principal on-site use or structure, if any.~~

~~(2) Upon receipt of a completed site and development plan application where a camouflaged structure is being proposed, the county administrator or designee shall make a determination based on a recommendation of the staff technical review committee whether the proposed communication antenna support structure qualifies as a camouflaged structure based on the criteria outlined in subsection (r)(1). The determination may be appealed pursuant to the formal proceedings under Division 7 of Article VII of Chapter 10.~~

~~(3) Proposed communication antenna support structures determined to be camouflaged structures pursuant to the provisions of this subsection shall be permitted in all zoning districts, provided, however, that no antenna support structure may be located on a residential property used as single-family attached, single-family detached, two-family (duplex) dwellings, or multifamily units containing four or less dwelling units. Furthermore, for camouflaged structures, the required setback from the nearest existing building and/or structure shall be equal to the height of the communication antenna support structure. Variances to the setback requirement may be granted pursuant to the provisions of subsection (v).~~

~~(4) All proposed camouflaged structures are subject to all site and development plan review requirements for communication antenna support structures as outlined in this section.~~

~~(5) All proposed camouflaged structures are subject to the applicable building codes.~~

~~(s) A permitted use verification, pursuant to Section 10-7.402, 1. of the Land Development Regulations shall be required for siting all communication antenna support structures and communication antennas.~~

~~(t) Site plan review. All site plan applications requests for communication antenna support structures and communication antennas shall be subject to a Type B site plan review and shall be subject to all review requirements in the land development regulations for Type B site plans.~~

~~(u) Judicial review. For purposes of seeking judicial review, county action on a permit application shall not be final until the applicant has exhausted its right to formal proceedings under Division 7 of Article VII of Chapter 10. Any person adversely affected by any final action or failure to act on a permit application may, within 30 days after final action or failure to act by the county, file a petition for writ of certiorari in the Leon County Circuit Court.~~

~~(v) Variances. Applications for variances under this section shall be submitted to and reviewed by the board of adjustment and appeals. Applications for variances must meet the requirements of this section. No variances to height, setbacks, fencing, or buffer requirements shall be granted for communication antenna support structures and communication antennas located in any residential preservation future land use category, except for proposed antenna support structures that have been determined to be in compliance with subsection (r), camouflaged structures. Variance requests for proposed antenna support structures that have been determined to be in compliance with subsection (r) shall be reviewed and approved as appropriate by the entity with the authority to approved the proposed project, and shall not be required to complete the board of adjustment and appeals variance process as established by this section.~~

~~(w) Supplemental information required for applications for variances. The following information shall be included with all applications for variances. The applicant may use any combination of site plans, surveys, maps, technical reports or written narratives necessary to convey the following information:~~

~~(1) A scaled site plan clearly indicating the communication antenna support structure site, type and height of the proposed tower, the location of the accessory building, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed communication antenna support structure, and any other proposed structures;~~

~~(2) A current zoning or tax map or aerial, as maintained by the Leon County Property Appraiser's Office, showing the location of the proposed communication antenna support structure;~~

~~(3) A legal description of the parent tract and communication antenna support structure site (if applicable);~~

~~(4) If the proposed communication antenna support structure site meets the required minimum distance from residential lot lines, approximate distance between the proposed antenna support structure and the nearest residential lot line, platted residential properties, or unplatted residential properties. If the proposed communication antenna support structure site does not meet the minimum distance requirements, then exact distances, locations and identifications of said properties shall be shown on an updated zoning or tax map;~~

~~(5) A landscape plan showing specific landscape materials;~~

~~(6) The method of fencing, finished color and, if applicable, the method of aesthetic mitigation and illumination;~~

~~(7) If the applicant is not co-locating (sharing space) on the proposed or existing communication antenna support structure of another communications provider, evidence that it has made diligent but unsuccessful efforts to co-locate its antenna and associated equipment on an existing structure;~~

~~(8) Evidence that the applicant has made diligent but unsuccessful efforts to locate the proposed communication antenna support structure on suitable government-owned property;~~

~~(9) The written consent by the applicant that any such exception or variance shall be conditioned upon requiring the applicant to (a) construct the proposed communication antenna support structure so as to provide sufficient excess capacity over the initial loading and (b) permit at least one other comparable communication provider to use the proposed structure.~~

~~(10) Certification by the applicant that the proposed communication antenna support structure is reasonably necessary to serve an adjacent or nearby residential area or areas.~~

~~(x) Variance standards and criteria for communication antenna support structure. In addition to the variance criteria in the land development regulations, with respect to action upon applications for zoning variances, the board of adjustment and appeals shall grant a variance only if it finds from a preponderance of the evidence that the variance meets the following standards and criteria:~~

~~(1) The deviation will not be detrimental to the public good or to the surrounding properties;~~

~~(2) The location of existing uses, structures or other features on or adjacent to the property create a need for the variance;~~

~~(3) The variance sought is the minimum necessary to address the need for the variance, subsequent to exploring all reasonable siting alternatives;~~

~~(4) The location of the proposed communication antenna support structure in relation to existing structures, trees, and other visual buffers shall minimize, to the greatest extent reasonably practicable under the circumstances, any impacts on an affected residential lot;~~

~~(5) The location of the communication antenna support structure will not have a significant detrimental impact on adjacent property values;~~

~~(6) The communication antenna support structure will be compatible with the existing contiguous uses or zoning and compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication antenna support structure, the mitigating effect of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communications antenna support structure to existing or proposed buildings or structures, and similar factors; and~~

~~(7) The strict application of the requirements of this section will constitute a substantial hardship to the applicant, which hardship is not self-created or self-imposed; and,~~

~~(8) The granting of the deviation is consistent with the intent and purpose of this section, the zoning code, and the Comprehensive Plan.~~

~~(y) Ownership marking. All communication antenna support structures shall be marked with proper indicia of ownership, located at the entry gate.~~

~~(z) Definitions. [Unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this section its most effective application:]~~

~~*Communication antenna* means an antenna, appurtenant to a structure, designed to transmit and/or receive communications authorized by the Federal Communications Commission (FCC). The term, "communication antenna," shall not include antennas utilized by amateur radio operators licensed by the FCC.~~

~~*Communication antenna support structure* means a principal structure which is intended to support communication equipment for telephone, radio and similar communication purposes. The term is not intended to apply to radio and television broadcast antenna support structures that are licensed by the Federal Communications~~

~~Commission (FCC) and used primarily for broadcast purposes. Also, the term, "communication antenna support structure" shall not include structures utilized by amateur radio operators licensed by the FCC or towers not exceeding 75 feet in height utilized by essential service providers on a site containing an essential service facility, such as but not limited to fire stations, law enforcement facilities including jails, electrical substations, wastewater treatment plants, sewer lift stations, overhead water storage tanks, water wells and utility operation or service centers, for the provision of telemetry data only. Communication antenna support structures are generally described as either monopole (freestanding), lattice (self-supporting), or guyed (anchored with guy wires or cables).~~

~~*Communication antenna support structure site* means a parcel of land smaller than the minimum lot size required in the zoning district completely contained within a lot meeting the requirements of the zoning district for the purposes of locating a communication antenna support structure.~~

~~*Essential service* means the provision, by a public utility, of communication services to the public related to fire safety; law enforcement; weather; provision of electric, natural gas, water, or sanitary sewer service; or other circumstances affecting the health, safety, or welfare of the public.~~

~~*Public utility* means a utility owned or operated by the United States, the State of Florida, Leon County or the City of Tallahassee.~~

~~*Residential lot* means any parcel of land upon which one or more dwelling units are located; which is designated on the county's official zoning map as a zoning district that allows residential development; upon which a residential subdivision plat (preliminary or final) has been approved; or which has been designated for residential uses by any other unexpired development order (i.e., Planned Unit Development Area, Critical Planning Area, Target Planning Area, Chapter 163 Development agreement, with a residential component).~~

~~*Sub-parcel* means a portion of a larger parcel that is used to support the development of a communication antenna support structure. A sub-parcel shall only be created and used for the sole purpose of developing a communication antenna support structure. A sub-parcel is not required to be consistent with the minimum lot size of the zoning district within which it is located. A sub-parcel shall only be created with approval by the county though the appropriate development review and approval process as established by code.~~

(a) Purpose and Intent. The regulations and requirements of this section are intended to:

(1) Promote the public health, safety and general welfare by regulating the siting of wireless communication facilities;
(2) Accommodate the growing need and demand for wireless communication services;
(3) Provide for the appropriate location and development of wireless communication facilities within the county and recognize that the provision of wireless services may be an essential service within such land use categories as may be provided for under the Comprehensive Plan, subject to the limitations of this section;
(4) Minimize adverse visual effects of wireless communication facilities through careful design, siting, landscape screening and innovative camouflaging techniques;

(5) Encourage the location and co-location of antennas on existing structures thereby minimizing new visual impacts and reducing the need for additional antenna support structures; and

(6) Further the balance between the need to provide for certainty to the communications industry in the placement of wireless communication facilities and the need to provide certainty to the residents and citizens of the county that the aesthetic integrity of the county will be protected from the proliferation of unnecessary antenna support structures.

(b) Definitions. Unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this section its most effective application

Collocation shall mean the mounting or installation of an antenna and associated equipment on an existing communication antenna support structure, building or other structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

Communication antenna shall mean an antenna, appurtenant to a structure, designed to transmit and/or receive communications authorized by the Federal Communications Commission (FCC). The term, "communication antenna," shall not include antennas utilized by amateur radio operators licensed by the FCC.

Communication antenna support structure shall mean a structure or equipment at a fixed location or base station that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. This term includes radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small-cell networks). Antennas are generally described as either monopole (freestanding), lattice (self-supporting), or guyed (anchored with guy wires or cables).

The term is not intended to include or apply to:

(1) radio and television broadcast antenna support structures that are licensed by the FCC and used primarily for broadcast purposes. Broadcast antennas and broadcast antenna support structures shall comply with the requirements of Section 10-6.813 of the zoning code.

(2) structures utilized by amateur radio operators licensed by the FCC or communication antenna support structures not exceeding 120 feet in height utilized by essential service providers on a site containing an essential service facility, such as but not limited to, fire stations, law enforcement facilities, including jails, electrical substations, wastewater treatment plants, sewer lift stations, overhead water storage tanks, water wells and utility operation or service centers, for the provision of telemetry data only.

Communication antenna support structure site shall mean a parcel of land smaller than the minimum lot size required in the zoning district completely contained within a lot, but meeting the requirements of the zoning district for the purposes of locating a communication antenna support structure. Also, see the definition of sub-parcel below.

Essential service shall mean the provision, by a public utility, of communication services to the public related to fire safety; law enforcement; weather; provision of electric, natural gas, water, or sanitary sewer service; or other circumstances affecting the health, safety, or welfare of the public.

Existing shall mean, for purposes of this section, a communication antenna support structure that has received final approval in the form of a building permit for an approved site and development plan or where substantial construction has been completed, and shall be considered an existing communication antenna support structure so long as such approval is valid and unexpired as of the effective date of this section.

Feasible collocation shall mean the collocation of antennas where technically and economically feasible, in order to reduce the need for new communication antenna support structure construction. Collocation shall be deemed to be feasible for purposes of this section where all of the following are met:

(1) The owner or person who otherwise controls the communication antenna support structure or other structure under consideration for collocation will undertake to charge fair and reasonable market rent or other fair and reasonable market compensation for collocation.

(2) The site on which collocation is being considered, taking into consideration the reasonable replacement of a facility, is able to provide sufficient structural strength to support the proposed communication antenna or related equipment.

(3) The collocation being considered is technologically reasonable and will not result in unreasonable electromagnetic interference, given appropriate physical adjustments in relation to the structure and antennas.

(4) The height of the structure necessary for collocation will not be increased beyond a point deemed to be permissible by the county administrator or designee, taking into consideration the standards contained in this section.

Privately-owned electric utility shall mean a business that provides the infrastructure necessary to deliver electricity and/or water services to the public at large.

Public utility shall mean a utility owned or operated by the United States, the State of Florida, Leon County, or the City of Tallahassee.

Residential lot shall mean any parcel of land upon which one or more dwelling units are located; which is designated on the county's official zoning map as a zoning district that allows residential development; upon which a residential subdivision plat (preliminary or final) has been approved; or which has been designated for residential uses by any other unexpired development order (i.e., Planned Unit Development Area, Critical Planning Area, Target Planning Area, or Chapter 163 Development Agreement, with a residential component).

Sub-parcel shall mean a portion of a larger parcel that is used to support the development of a communication antenna support structure. A sub-parcel shall only be created and used for the sole purpose of developing a communication antenna support structure. A sub-parcel is not required to be consistent with the minimum lot size of the zoning district within which it is located. A sub-parcel shall only be created with approval by the county through the appropriate development review and approval process as established by code.

Substantial change shall mean a modification that substantially changes the physical dimensions of a communication antenna, communication antenna support structure or communication antenna support structure site by meeting any of the following criteria:

(1) increasing the height of the communication antenna support structure by more than 10 percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; or

(2) installing equipment to the body of the communication antenna support structure that would protrude from the edge of the structure more than 20 feet, or more than the width of the structure at the level of the equipment, whichever is greater; or

(3) installing more than the standard number of new equipment cabinets required for the technology involved, but not to exceed four cabinets; or

(4) installing equipment or ground cabinets to an existing communication antenna support structure site that would entail any excavation or placement outside the current footprint and/or site, thereby increasing the overall impervious surface area; or

(5) installing equipment that would defeat the concealment elements or camouflage of the communication antenna or communication antenna support structure; or

(6) does not comply with conditions associated with the prior approval of the communication antenna support structure or communication antenna support structure site, unless noncompliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding "substantial change" thresholds.

(c) *Applicability.* All communication antennas and communication antenna support structures in the unincorporated areas of the county shall be subject to these land development regulations and all other applicable building and construction codes. In the event of any conflict between other land development regulations and the regulations contained in this section, the provisions of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.

(1) *Nonconforming uses and structures.* To the extent set forth herein, the restrictions on nonconforming uses and structures contained in Division 3 of Article VI of the Leon County Code of Laws are modified and supplemented by this section. Bona fide nonconforming communication antenna support structures or communication antennas that are damaged or destroyed may be rebuilt and all such communication antenna support structures or communication antennas may be modified, reconstructed or replaced without meeting the minimum setback requirements specified in subsection (e)(2)(c) hereinafter. The type, height, and location of the communication antenna support structure on the site shall be of the same type and intensity as the original facility approval. Building permits to rebuild the communication antenna support structure shall comply with the applicable county codes and shall be obtained within 180 days from the date the communication antenna support structure is damaged or destroyed. If no permit is applied for or obtained, or if said permit expires, the communication antenna support structure shall be deemed abandoned as specified in subsection (h) hereinafter.

(2) *Airport regulations.* All communication antenna support structure or communication antennas proposed in the unincorporated areas of the county shall comply with the requirements of Section 10-6.808, "airport regulation," of the zoning code. If there is any conflict between the requirements of this section and Section 10-6.808, the requirements in Section 10-6.808 shall control. Furthermore, no new communication antenna support structure shall be permitted within 1,000 feet of the landing area of a private airport that has been approved by the county pursuant to the provisions of subsection 10-6.803(g) of the zoning code.

(3) *Exemption for government-owned property.* The provisions of this section shall not apply to communication antenna support structures or communication antennas located on property, rights-of-way or easements owned by the United States, State of Florida, Leon County, or the City of Tallahassee, provided those communication antenna support structures are owned by those public entities and are used for the provision of fire safety, law enforcement, emergency management, emergency medical services telecommunications, and/or a governmental purpose.

(4) *Broadcast antennas.* The provisions of this section are not intended to apply to the siting of radio and television broadcast antenna support structures licensed by the FCC and used primarily for broadcast purposes which are regulated under Section 10-6.813 of the zoning code.

(d) *Existing structures.* All communication antenna support structures existing on July 14, 2009 shall be allowed to continue to be used as they presently exist, provided that a notice of continuing use is submitted by the communication antenna support structure owner/operator to the Department of Development Support and Environmental Management not later than July 30, 2010 and once every three years thereafter. A notice of continuing use shall certify that the structure continues to be used as a communication antenna support structure and that a security or performance bond has been posted in an amount to be determined by the county to cover the cost of removal plus a reasonable safety factor. Failure to file a notice of continuing use shall constitute abandonment in accordance with subsection (h). Routine maintenance shall be permitted on such existing communication antenna support structures.

(1) No rezoning or zoning variance shall be required to locate a communication antenna on an existing nonresidential structure or multifamily residential structure 35 feet in height or greater; provided, however, that the communication antenna does not extend more than 20 feet above the existing structure. Such structures may include, but are not limited to, nonresidential buildings, water towers, existing communications antenna support structures, recreational light fixtures and essential service provider facilities.

(2) A communication antenna support structure may be rebuilt, reconstructed, or replaced in any zoning district, other than Residential Preservation, provided that it is accomplished in a manner consistent with the following:

a. *Type.* A communication antenna support structure which is modified or reconstructed to accommodate the collocation of an additional communication antenna shall comply with all the provisions of this section, except subsections (e)(3)(a) - *Location* and (e)(3)(c) – *Setbacks*. The communication antenna support structure shall be of the same type as the existing communication antenna support structure, unless reconstructed as a monopole. Furthermore, camouflaged communication antenna support structures may only be replaced with camouflaged structures of like design.

b. *Height and distance requirements.* An existing communication antenna support structure may be modified or rebuilt to a taller height, not to exceed 30 feet or 20 percent of the height of the communication antenna support structure, whichever is greater, over the communication antenna support structure's existing height, to accommodate the collocation of an additional communication antenna, but in no case shall the height of the communication antenna support structure and proposed extension be greater than the distance to an existing residential structure. An increase in height to accommodate collocation shall only occur one time per communication antenna support structure.

c. *On-site location.* A communication antenna support structure which is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on-site within 50 feet of its existing location, subject to the minimum distance requirements of this section. After the communication antenna support structure is rebuilt to accommodate collocation, the existing communication antenna support structure must be dismantled and removed within 60 days after the rebuilding so only one communication antenna support structure may remain on the site.

d. *Development Review Process.*

1. *Existing, conforming structures.*

i. The modification of communication antenna support structures to accommodate the collocation of additional users, not resulting in substantial changes as defined in this section, shall complete a permitted use verification, pursuant to Section 10-7.402(1), in support of the proposed project and shall be subject to a project status determination, pursuant to Section 10-7.402(2) .

ii. The rebuilding, reconstructing, or replacing of existing communication antenna support structures to accommodate collocation of additional users, resulting in substantial changes, shall be approved through the Type A site and development plan process, as defined in Section 10-7.403.

2. *Existing, non-conforming structures.* The rebuilding, reconstructing, replacing or modification of nonconforming communication antenna support structures to accommodate collocation of additional users may only be approved through the Type C site and development plan process, as defined in Section 10-7.405.

(e) *New communication antenna support structures.*

(1) *Feasibility of collocation.* A permit for a new communication antenna support structure shall not be granted unless and until the applicant demonstrates that a feasible collocation, as defined in this section, is not available for the coverage area and capacity

needs. The applicant must demonstrate, to the reasonable satisfaction of the county, the limiting factors that render existing communication antenna support structures or other structures unsuitable. The county shall maintain a list of all communication antenna support structures and shall make such list available to new communication antenna support structure applicants. If a party who owns or otherwise controls a new or existing communication antenna support structure shall fail or refuse to alter a structure so as to accommodate a proposed and otherwise feasible collocation, such facility shall thereupon and thereafter be deemed to be a nonconforming structure and use and shall be subject to the review process set forth in subsection (d)(2)d above.

(2) *Use of Existing Public Facilities.* Leon County encourages the use of existing public facilities owned by the county, through lease situations, as sites for communication antenna and communication antenna support structures.

(3) *Location and setback requirements.*

a. *Zoning districts.* A communication antenna support structure or communication antenna may be located in any zoning district so long as it meets the requirements of this section, except a communication antenna support structure or communication antenna shall not be located in Residential Preservation, on or within 400 feet of property designed as Historic Preservation overlay, or in a Planned Unit Development unless it is specifically listed as a principal permitted use. Any application for a communication antenna on or within 400 feet of property designated as Historic Preservation Overlay shall request a certificate of appropriateness from the county's architectural review board pursuant to Section 10-2.361 of the Land Development Regulations.

b. *Subparcels.* A communication antenna support structure may be located on a subparcel, as defined in this section, used for other principal uses on a parcel smaller than the minimum lot size required in the zoning district. This parcel shall be considered as the "communication antenna support structure site." The communication antenna support structure site, but not the entire lot, shall be subject to all of the requirements of this section, except as specifically provided herein. The subdivision of land to create a subparcel shall be reviewed as part of the communication antenna support structure site plan process outlined in subsection (e)(13).

c. *Setbacks from residential lots.*

1. If a communication antenna support structure is located on a residential or multifamily residential structure of 35 feet in height or greater, the communication antenna support structure shall be at least 250 feet, but not less than the height of the proposed communication antenna support structure itself, from the nearest residential lot zoned for or constructed with single-family residences or multifamily residences of less than 35 feet in height.

2. All other communication antenna support structures shall be located at least 300 feet, but not less than the height of the proposed communication antenna support structure itself, from the nearest residential lot zoned for or constructed with single-family residences or multifamily residences of less than 35 feet in height.

i. Distances shall be measured from the center of the base of the communication antenna support structure to the residential lot line.

ii. Notwithstanding anything to the contrary in the Land Development Regulations, no communication antenna support structure other than a monopole (freestanding) shall be located in any location adjacent to a residential lot.

iii. There are no minimum yard requirements for communication antenna support structures.

iv. Variances from these setback requirements may be granted consistent with the standards contained in subsection (j) of this section.

(4) *Maximum height.* Notwithstanding anything to the contrary in the land development regulations, the maximum height of communication antenna support structures shall be 150 feet, except in Rural (R), Urban Fringe (UF), Industrial (I), Light Industrial (M-1) and Activity Center (AC) districts or in Planned Unit Developments (PUD), Critical Planning Areas (CPA) or Target Planning Areas (TPA) which include community services, light or heavy infrastructure, or light or heavy industrial uses, in which the maximum height shall be 250 feet. Measurements of communication antenna support structure height shall include the base pad and other appurtenances, and shall be measured from the finished grade at the communication antenna support structure base.

(5) *Illumination.* Communication antenna support structures shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA).

(6) *Structural design.*

a. *Collocation requirements.* All new communication antenna support structures shall be structurally designed to accommodate the collocation of communication antennas as follows:

1. All communication antenna support structures, except camouflaged structures, over 80 feet and up to and including 125 feet in height shall be structurally designed to accommodate at least two service providers.
2. All communication antenna support structures, except camouflaged structures, over 125 feet and up to and including 150 feet in height shall be structurally designed to accommodate at least three service providers.
3. All communication antenna support structures, except camouflaged structures, exceeding 150 feet in height shall be structurally designed to accommodate at least four service providers.

b. *Structural integrity.* Communication antenna support structures shall be designed and constructed to ensure that the structural failure or collapse of the communication antenna support structure will not create a safety hazard to adjoining properties. Communication antenna support structures shall be constructed to the TIA 222-G Standards, as published by the Telecommunications Industry Association (TIA), which may be amended from time to time, and all applicable county building codes. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to

existing communication antenna support structures shall require submission of site plans sealed and verified by a professional engineer, which demonstrate compliance with the TIA 222-G Standards in effect at the time of said improvement or addition. Said plans shall be submitted to and reviewed and approved by the Department of Development Support and Environmental Management at the time building permits are requested.

(7) *Fencing.* A minimum eight-foot finished masonry wall or fence with less than 85 percent opacity shall be required around all communication antenna support structure sites. Access to the communication antenna support structure shall be through a locked gate.

(8) *Ownership marking.* All communication antenna support structures shall be marked at the entry gate with the proper indicia of ownership, including emergency contact information.

(9) *No advertising.* Neither the communication antenna support structure nor the communication antenna support structure site shall be used for advertising purposes and shall not contain any signs for the purpose of advertising.

(10) *Landscaping.* The visual impacts of residentially or commercially located communication antenna support structures shall be mitigated through landscaping or other screening materials at the base of the communication antenna support structure and ancillary structures as follows:

a. A 20-foot landscape buffer which meets the landscape requirements of Section 10-7.522 of the zoning code shall be required around the perimeter of the communication antenna support structure and any accessory structures located outside the required wall or fence;
b. All required landscaping shall be of the evergreen variety;
c. All required landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and vitality;
d. Required landscaping shall be installed outside the fence or wall; and
e. Existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward meeting landscaping requirements.
f. An applicant may request a deviation to the development standards in this section in accordance with Section 10-1.106.

(11) *Finished color.* Communication antenna support structures not requiring FAA painting/marking shall have either a galvanized finish or painted a dull blue, gray, or black finish.

(12) *Camouflaged structures.* Upon receipt of a completed site and development plan application where a camouflaged structure is being proposed, the county administrator or designee shall make a determination, based on a recommendation of technical review committee staff, whether the proposed communication antenna support structure

qualifies as a camouflaged structure. The determination may be appealed pursuant to the formal proceedings under Division 7 of Article VII of Chapter 10 (Planning Commission).

a. Criteria to be considered in determining whether a communication antenna support structure qualifies as a camouflaged structure:
   1. The communication antenna support structure resembles a natural object or a manmade structure (an example of a natural object is a tree; examples of a manmade structure are bell and clock communication antenna support structures, church steeples, detached or attached sign structures or a lookout station); or
   2. The communication antenna support structure serves a purpose other than supporting communication antennas (for example, lighting of sports facilities, transmission of electrical and/or telephone lines, flag poles); or
   3. The communications antenna support structure is designed to be compatible with the architectural elements, such as bulk, massing, and scale of the surrounding properties or structures; or
   4. The communication antenna support structure is designed to complement or to blend with the principal on-site use or structure, if any.

b. Camouflaged structures, pursuant to the provisions of this subsection, shall be permitted in all zoning districts. However, no antenna support structure may be located on a residential property used as single-family attached, single-family detached, two-family (duplex) dwellings, or multifamily units containing four or less dwelling units.

c. Camouflaged structures, pursuant to the provisions of this subsection, shall be setback a distance equal to the height of the communication antenna support structure from the nearest existing building and/or structure.

d. Variance requests for camouflaged structures shall be reviewed and approved as appropriate by the entity with the authority to approve the proposed project, and shall not be required to complete the Board of Adjustment and Appeals variance process as established by subsection (j).

(13) *Development Review Process.* The development review and approval system for new communication antenna support structures and communication antenna support structure sites shall consist of the following elements:

a. A permitted use verification, pursuant to Section 10-7.402(1), shall be required for siting all communication antenna support structures and communication antennas.

b. All communication antenna support structures and communication antennas shall be approved through the Type B site and development plan process, as defined in Section 10-7.404. In addition to the requirements of a Type B application, the applicant shall also submit the following information:
   1. A narrative which details the scope of the project and the specific need for a new communication antenna support structure and whether the proposal includes a request to be qualified as a camouflaged structure.

2. A notarized statement by the applicant stating why feasible collocation on an existing communication antenna support structure cannot be achieved. Supporting evidence that demonstrates feasible collocation cannot be achieved shall accompany the applicant's notarized statement. The statement should also include information regarding the number of additional service providers that the proposed communication antenna support structure has been structurally designed to accommodate, as required by this section.
3. The location of all communication antenna support structure and communication antennas within a one mile radius of the location of the proposed structure showing any gaps in coverage area and/or capacity that are proposed to be met by the proposed project.
4. The location and coordinates of the proposed communication antenna support structure in digital format compatible with the county's GIS system.
5. Legal description of the parent tract and subparcel or leased area (if applicable).
6. A scaled site plan that clearly indicates:
   i. the location, type, and height of the proposed communication antenna support structure;
   ii. on-site land uses and zoning;
   iii. nature of uses on adjacent and nearby properties within 500 feet of the communication antenna support structure site property line (including when adjacent to other municipalities);
   iv. zoning classification of the site and all properties within the applicable setback areas;
   v. adjacent roadways and all existing and proposed easements, including proposed method of ingress and egress and access for emergency service vehicles;
   vi. setbacks from the property lines and setback distance between proposed communication antenna support structure and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties;
   vii. elevation drawings of the proposed communication antenna support structure and any other structures proposed, including but not limited to, equipment cabinets and sheds;
   viii. design of the communication antenna support structure, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness, including camouflaging;
   ix. surrounding topography, tree coverage and foliage;
   x. a landscape plan showing specific landscape materials;
   xi. fencing details that include the method of meeting opacity requirements and information regarding required ownership marking on entrance gates; and,
   xii. finished color and, if applicable, the method of camouflage and illumination.
7. Any other information deemed necessary by the county to assess compliance with this section and all applicable federal, state, or local laws.

c. In granting a permit, the county shall require the posting of a security or performance bond, in an amount to be determined by the county, not to exceed the cost of

removal, to ensure removal of such communication antenna support structure(s) if it becomes abandoned as described in subsection (h) of this section. Those entities defined herein as a public utility or a privately-owned electric utility shall be exempt from this requirement.

d. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer, as otherwise required by law.

e. Any decision to deny an application for siting a communication antenna support structure or communication antenna shall be in writing and supported by substantial evidence contained in a written record. No location for placement, construction or modification of a communication antenna support structure or communication antenna shall be regulated on the basis of the environmental effects of radio frequency emissions to the extent that the communication antenna support structure and communication antennas comply with the FCC regulations concerning such emissions.

(f) *Deviations*. The county shall consider the following factors in determining whether to issue a permit, although the county may waive or reduce the burden on the applicant of one or more of these criteria if the county concludes that the goals of this section are better served thereby:

(1) Height of the proposed communication antenna support structure;
(2) Proximity of the communication antenna support structure to residential structures and residential district boundaries;
(3) Nature of uses on adjacent and nearby properties within 500 feet of the communication antenna support structure site property line;
(4) Surrounding topography;
(5) Surrounding tree coverage and foliage;
(6) Design of the communication antenna support structure, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
(7) Proposed ingress and egress; and
(8) Availability of suitable existing communication antenna support structures or other structures.

(g) *Certification of compliance with FCC NIER Standards.* Prior to receiving final inspection, adequate proof shall be submitted to the county documenting that the communication antenna support structure complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER). The county administrator or designee shall indicate on the site plan approval that this certification has been received.

(h) *Abandonment.* In the event the use of any communication antenna support structure has been discontinued for a period of 180 consecutive days, the communication antenna support structure shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the county administrator or designee, based upon documentation and/or affidavits from the communication antenna support structure

owner/operator regarding the issue of usage. Upon the determination of such abandonment, the owner/operator of the communication antenna support structure shall have an additional 180 days within which to: (1) reactivate the use of the communication antenna support structure or transfer the structure to another owner/operator who makes actual use of the structure, or (2) dismantle and remove the structure. At the earlier of 180 days from the date of abandonment without reactivation or upon completion of dismantling and removal, any exception and/or variance approval for the communication antenna support structure shall automatically expire.

(i) *Judicial review.* For purposes of seeking judicial review, county action on a permit application shall not be final until the applicant has exhausted its right to formal proceedings under Division 7 of Article VII of Chapter 10. Any person adversely affected by any final action or failure to act on a permit application may, within 30 days after final action or failure to act by the county, file a petition for writ of certiorari in the Leon County Circuit Court.

(j) *Variances.* Applications for variances under this section shall be submitted to and reviewed by the Board of Adjustment and Appeals, in accordance with the procedures and hardship criteria outlined in Division I, Subdivision III (*Board of Adjustments and Appeals*) of Article II of Chapter 10. A variance application must include all the information required for submission of a site and development plan review as outlined in this section. No variances to height, setbacks, fencing, or buffer requirements shall be granted for communication antenna support structures and communication antennas located in any Residential Preservation future land use category, except for camouflaged structures determined in compliance with subsection (e)(12). Variance requests for camouflaged structures determined to be in compliance with subsection (e)(12) shall be reviewed and approved as appropriate by the entity with the authority to approve the proposed project, and shall not be required to complete the Board of Adjustment and Appeals variance process as established by this section.

SECTION 2. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Effective date. This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2015.

LEON COUNTY, FLORIDA

BY: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

Wireless Facility Siting: Model Chapter Implementing Section 6409(a) and

Wireless Facility Siting: Section 6409(a) Checklist

Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 mandates that a State or local government approve certain wireless broadband facilities siting requests for modifications and collocations of wireless transmission equipment on an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. In October 2014, the Federal Communications Commission unanimously approved rules interpreting Section 6409(a).

In an effort to assist jurisdictions with limited resources to comply with the new rules, wireless industry associations PCIA and CTIA affirmatively committed to working with local government associations – the National League of Cities, the National Association of Counties, and the National Association of Telecommunications Officers and Advisors – to: 1) develop a model ordinance and application for reviewing eligible facilities requests under Section 6409(a); 2) distribute wireless siting best practices; 3) create a checklist that local government officials can use to help streamline the review process; and 4) hold webinars regarding the application process.

As we have made clear, neither the model ordinance nor checklist is intended to provide legal advice; we strongly encourage jurisdictions to consult with an attorney on legal matters. Further, neither the model ordinance nor checklist imposes any legal obligation whatsoever on any jurisdiction. These documents are meant only to provide a framework that jurisdictions may voluntary use to determine if their current wireless siting review process complies with the FCC's new rules.

The FCC rules do not require jurisdictions to use or adopt these documents. Some localities may need to revise their existing local laws to the extent that they conflict with the new rules. Some localities with consistent local laws or no laws that regulate wireless deployments may not need to take any legislative action for compliance.

Some may view the model ordinance and checklist as overly broad or too narrow in scope. The presence or absence of any provision or item should not be seen as either an express endorsement or rejection of the provision or item. Again, these documents are not intended to provide legal advice.

Legal or regulatory action challenging the FCC's rules may be taken. In the event any such efforts result in a change in the rules, we will notify our members of such via websites, publications, and all other appropriate means.

Finally, if your jurisdiction has an ordinance or checklist implementing Section 6409(a) and the FCC's rules, please send it to Julia Pulidindi at: Pulidindi@nlc.org. We will make these materials available to our members. In addition, in preparation for the development of *voluntary* wireless broadband facilities siting best practices, we encourage you to share your experiences in dealing with the new rules with us. Tell us what works, what doesn't, and how the process could be made better.

Wireless Facility Siting: Model Chapter Implementing Section 6409(a)

Note: Use of this model chapter is voluntary. It is meant to provide a framework for those jurisdictions needing assistance in complying with Federal timeframes to act on Eligible Facilities Requests for modifications to existing wireless towers or base stations that do not substantially change the physical dimensions of such towers or base stations. This document is not intended to provide legal guidance; jurisdictions are encouraged to consult an attorney on legal matters.

I. PURPOSE

This Chapter implements Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act"),[1] as interpreted by the Federal Communications Commission's ("FCC" or "Commission") Acceleration of Broadband Deployment Report & Order,[2] which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

II. DEFINITIONS[3]

For the purposes of this Chapter, the terms used have the following meanings:[4]

a. *Base Station.* A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein or any equipment associated with a tower. Base Station includes, without limitation:
   i. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
   ii. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small-cell networks).
   iii. Any structure other than a tower that, at the time the relevant application is filed with [jurisdiction] under this section, supports or houses equipment described in paragraphs (a)(i)-(a)(ii) that has been reviewed and approved

[1] Middle Class Tax Relief and Job Creation Act of 2012, 112 Pub. L. 96, *codified at* 47 U.S.C. 1455.
[2] Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, *Report and Order*, 29 FCC Rcd 12865 (2014) ("2014 Infrastructure Order").
[3] These definitions were adapted from the FCC's own definitions. *See generally* 47 CFR § 1.40001(b). For a discussion of these definitions, see 2014 Infrastructure Order ¶¶ 145-204.
[4] A jurisdiction may wish to incorporate these definitions, which are specific to Section 6409(a), into its wireless facilities ordinance more broadly; alternatively, these can be stand-alone definitions solely for Eligible Facilities Requests under Section 6409(a).

under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with [jurisdiction] under this section, does not support or house equipment described in (a)(i)-(ii) of this section.

b. *Collocation.* The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.
c. *Eligible Facilities Request*. Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:
    i. Collocation of new transmission equipment;
    ii. Removal of transmission equipment; or
    iii. Replacement of transmission equipment.
d. *Eligible support structure*. Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with [jurisdiction] under this section.
e. *Existing.* A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this section.
f. *Site.* For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted t that area in proximity to the structure and to other transmission equipment already deployed on the ground.
g. *Substantial Change*. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
    i. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;[5]

[5] Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act. 47 CFR § 1.40001(b)(7)(i)(A).

ii. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

iii. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

iv. It entails any excavation or deployment outside the current site;

v. It would defeat the concealment elements of the eligible support structure; or

vi. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs (g)(i)-(g)(iv) of this section.[6]

h. *Transmission Equipment*. Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

i. *Tower*. Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

[6] *See* 2014 Infrastructure Order ¶ 200. This section identifies the limited number of prior conditions of site approval that may not be used to determine whether a modification qualifies as a substantial change. *Id.*

III. APPLICATION REVIEW[7]

a. *Application*. [Jurisdiction] shall prepare and make publicly available an application form which shall be limited to the information necessary for [jurisdiction] to consider whether an application is an Eligible Facilities Request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.

b. *Type of Review.* Upon receipt of an application for an Eligible Facilities Request pursuant to this Chapter, [identify appropriate department– e.g., Public Works, Planning] shall review such application to determine whether the application so qualifies.[8]

c. *Timeframe for Review.* Within 60 days of the date on which an applicant submits an application seeking approval under this Chapter, [jurisdiction] shall approve the application unless it determines that the application is not covered by this Chapter.

d. *Tolling of the Timeframe for Review.* The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement by [jurisdiction] and the applicant, or in cases where [jurisdiction's reviewing body] determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

   i. To toll the timeframe for incompleteness, [jurisdiction] must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

   ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to [jurisdiction's] notice of incompleteness.

   iii. Following a supplemental submission, [jurisdiction] will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in paragraph (d) of this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

b. *Interaction with Section 332(c)(7).*[9] If [jurisdiction] determines that the applicant's request is not covered by Section 6409(a) as delineated under this Chapter, the

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[7] This section was adapted from the FCC's rules. *See generally* 47 CFR § 1.40001(c). For a discussion of application review processes, see 2014 Infrastructure Order ¶¶ 205-236.

[8] The jurisdiction may wish to review whether existing processes meet the requirements of the 2014 Infrastructure Order. *See, e.g.,* 47 CFR § 1.40001(c)(1); 2014 Infrastructure Order ¶ 214.

[9] *See* 47 U.S.C. § 332(c)(7); *In re* Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review and to Preempt Under Section 253 State and Local Ordinances that Classify

presumptively reasonable timeframe under Section 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of [jurisdiction's] decision that the application is not a covered request. To the extent such information is necessary, [jurisdiction] may request additional information from the applicant to evaluate the application under Section 332(c)(7)[10], pursuant to the limitations applicable to other Section 332(c)(7) reviews.[11]

c. *Failure to Act.* In the event [jurisdiction] fails to approve or deny a request seeking approval under this Chapter within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

d. *Remedies.* Applicants and [jurisdiction] may bring claims related to Section 6409(a) to any court of competent jurisdiction.

All Wireless Siting Proposals as Requiring a Variance, *Declaratory Ruling*, 24 FCC Rcd 13994 (2009) ("Shot Clock Ruling"), *available at* http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-09-99A1_Rcd.pdf.

[10] *See* 2014 Infrastructure Order ¶ 220. For example, an applicant may submit a request for review under Section 6409(a) asserting the modification does not substantially change the physical dimensions of the facility, when in fact the application proposes a substantial change and is therefore not covered under Section 6409(a). *See id.*

[11] *See* 2014 Infrastructure Order ¶¶ 258-260 (prescribing limits on application review and tolling for applications under Section 332(c)(7)).

Wireless Facility Siting: Section 6409(a) Checklist

Note: Use of this checklist is voluntary. It is meant to provide a framework for those jurisdictions needing assistance in complying with Federal timeframes to act on Eligible Facilities Requests for modifications to existing wireless towers or base stations that do not substantially change the physical dimensions of such towers or base stations. This document is not intended to provide legal guidance; jurisdictions are encouraged to consult an attorney on legal matters.

> Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. § 1455(a), reads in pertinent part:
>
> "…a State or local government may not deny, and **shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change** the physical dimensions of such tower or base station." (emphasis added).

Initial Application Review

- A jurisdiction should contemplate three types of wireless facility applications:
  - Collocation or modification that is not a substantial change ("Eligible Facilities Request");
  - Collocation or modification that is a substantial change; OR
  - New facility
- If the application is for a collocation or modification, the documentation provided by the applicant must state whether the collocation or modification is a substantial change. – See Appendix A for definition of "substantial change."
  - Note: The FCC has clarified that "collocation" includes the first placement of transmission equipment on a wireless tower or base station.[1]
- Appropriate application fee should be in place, if applicable.
- Check application for completeness
  - Note: Must notify applicant in writing of incomplete application **within 30 days** of submission. This tolls the clock (i.e. stops 60 day deadline from running) provided it identifies the specific material missing from the application and cites the basis for requiring the submission of such material. Once applicant submits supplemental materials, the clock again may be tolled if the state or local government notifies applicant in writing **within 10 days** that supplemental submission is also incomplete. If the application is deemed incomplete, the written notice must specify the missing information and the code, provision, ordinance, application instruction or other publically-stated procedures that requires the information.

[1] *See* 2014 Infrastructure Order ¶ 179.

Site/Attachment Information

- Summary of site location (address) and ownership of structure to which collocation or modification applies
    - Examine: Ownership of support structure, dimensions of support structure prior to collocation (to measure whether collocation or modification would constitute a "substantial change")
    - Property boundaries, setbacks, elevation and dimensions of collocation or modification project
- Summary and scope of work to be completed on site
- Changes to current site
    - Examine: Will collocation or modification defeat the effect of existing concealment elements? Concealment elements include, but are not limited to, artificial tree branches or painting to match a supporting façade.[2]

Equipment Specifications

- Equipment type
- Equipment specifications (Example: dimensions and weight)
- Installation status: E.g., removing, updating, collocating
- Equipment mount type
- FCC antenna structure registration number (if applicable)
- Will collocation equipment require lighting?

Compliance with Federal, State and Local Ordinances and Codes

- Conformance with local zoning and building and safety codes should be reviewed by the jurisdiction's building or planning department
    - Examine: E.g., setback requirements, electrical power safety, wind resistance safety
    - Ensure that facility was lawfully constructed
- Post-installation maintenance schedule
- Any required certifications
    - Example: Applicant will comply with all applicable federal, state, and local building codes supported by structural analysis

Legal

- Ensure jurisdiction's applicable insurance/surety bond/other financial requirements are satisfied for installation

Contact Information

- Primary and secondary contact information for wireless facility project coordinators (local government and industry)

---

[2] *See* 2014 Infrastructure Order ¶ 200.

- Emergency contact information in case of tower/collocation disruption

Timeframe[3]

- Within 60 days of the application filing, accounting for tolling, a state or local government shall approve the application if covered by Section 6409(a).
- Tolling period may commence by (1) mutual agreement, or (2) upon written notice to applicant that application is incomplete within the first 30 days following an application submission, as long as notice identifies the missing information, as well as the code provision, ordinance, or application instruction that requires the submission of the information.
- Local jurisdictions have 10 days to notify the applicant that the supplemental submission (after notification of incomplete application) did not provide the information identified in the original notice that specified the missing information.
- The failure to approve an application within the time for action will result in a deemed grant of the application.
    - A state or local authority may challenge an applicant's written assertion of a deemed grant in any court of competent jurisdiction when it believes the underlying application did not meet the criteria in Section 6409(a) for mandatory approval, would not comply with applicable building codes or other non-discretionary structural and safety codes, or for other reasons is not appropriately "deemed granted."

[3] The rule implementing the 2014 Infrastructure Order, 47 CFR § 1.40001 ("Wireless Facilities Modifications") becomes effective April 8, 2015; however, §§ 1.40001(c)(3)(i), 1.40001(c)(3)(iii), and 1.140001(c)(4) (reproduced below), which have new information collection requirements, will not be effective until approved by the Office of Management and Budget (OMB). The FCC will publish a document in the Federal Register announcing OMB approval and the relevant effective date.
47 CFR 1.40001(c)(3)(i)—To toll the 60-day review timeframe on grounds that an application is incomplete, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of Section 1.140001.
47 CFR 1.140001(c)(3)(iii)—Following a supplemental submission from the applicant, the State or local government will have 10 days to notify the applicant in writing if the supplemental submission did not provide the information identified in the State or local government's original notice delineating missing information. The timeframe for review is tolled in the case of second or subsequent notices of incompleteness pursuant to the procedures identified in paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.
47 CFR 1.140001(c)(4)—If a request is deemed granted because of a failure to timely approve or deny the request, the deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

APPENDIX A

How does the FCC define "substantial change"?

The FCC has determined that a modification substantially changes the physical dimension of a wireless tower or base station if it meets ANY of the following criteria:

- Towers outside public rights of way[4]
  - Increases height by more than 20 feet or 10 percent, whichever is greater;
  - Protrudes from edge of tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater;

- Towers in public rights of way and for all base stations
  - Increases height of tower or base station by more than 10 percent or 10 feet, whichever is greater;
  - Protrudes from the edge of the structure more than 6 feet;

- Involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;

- Entails any excavation or deployment outside the current site of the tower or base station;

- Would defeat existing concealment elements of the tower or base station; or

- Does not comply with conditions associated with the prior approval of the tower or base station unless non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding "substantial change" thresholds.

[4] Section 6409(a) applies only to state and local governments acting in their role as land use regulators and does not apply to such entities acting in their proprietary capacities, e.g., as owners of support structures or real property. *See* 2014 Infrastructure Order ¶ 239.

APPENDIX B

Application Elements that May Voluntarily be Adopted by Local Jurisdictions

A jurisdiction should review whether existing application processes meet the requirements of the FCC's 2014 Infrastructure Order. A jurisdiction may consider including the following elements in its application form for an Eligible Facilities Request:

1. Applicant's certification that they have the legal authority to collocate/modify support structure which may include approvals from the jurisdiction authorizing the initial placement of transmission equipment on the tower or other structure.

2. The identity of the owner of the parcel.

3. Detailed site plan. Except where the facility will be located entirely within an existing structure or an existing building, a detailed site plan should show:

(a) Existing and proposed improvements. The location and dimensions of the existing facility and the maximum height above ground of the facility (also identified in height above sea level).

(b) Elevation. The benchmarks and datum used for elevations.

(c) Design. The design of the facility, including the specific type of support structure and the design, type, location, size, height and configuration of applicant's existing and proposed antennas and other equipment. The method(s) by which the antennas will be attached to the mounting structure should be depicted.

(d) All existing setbacks.

(e) Location of accessways. The location of all existing accessways and the location and design of all proposed accessways.

Leon County
Board of County Commissioners

Notes for Agenda Item #8

Leon County
Board of County Commissioners

Cover Sheet for Agenda #8

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Payment of Bills and Vouchers Submitted for July 7, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of July 8 through September 14, 2015

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

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for July 7, 2015, and pre-approve the payment of bills and vouchers for the period of July 8 through September 14, 2015.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval July 7, 2015 and pre-approval of payment of bills and vouchers for the period of July 8 through September 14, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the July 7, 2015 meeting, the morning of Monday, July 6, 2015. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board's summer recess,, it is advisable for the Board to pre-approve payment of the County's bills for July 8 through September 14, 2015, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for July 7, 2015, and pre-approve the payment of bills and vouchers for the period of July 8 through September 14, 2015.
2. Do not approve the payment of bills and vouchers submitted for July 7, 2015, and do not pre-approve the payment of bills and vouchers for the period of July 8 through September 14, 2015.
3. Board direction.

Recommendation:

Option #1.

Leon County
Board of County Commissioners

Notes for Agenda Item #9

Leon County
Board of County Commissioners

Cover Sheet for Agenda #9

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of the 2015 Tallahassee – Leon County Greenways Master Plan Update

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director of P.L.A.C.E Cherie Bryant, Manager, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Stephen Hodges, Senior Planner

Fiscal Impact:
There is no fiscal impact to the County associated with the adoption of the Updated Greenways Master Plan. However, there are design, construction, and maintenance costs associated with the implementation of the Plan, which would be accounted for on a case-by-case basis during the regular budgeting process.

Staff Recommendation:

Option #1: Adopt the 2015 Tallahassee – Leon County Greenways Master Plan Update (Attachment #1).

Report and Discussion

Background:

The Tallahassee-Leon County Greenways Program is a joint City/County environmentally sensitive land acquisition and management program that was formally created in November 1993. It is guided by the adopted 2013 Tallahassee – Leon County Greenways Master Plan. The Greenways Program is supported by Objective 6.1 and Policies 6.1.1 through 6.1.4 in the Comprehensive Plan.

The 2013 Tallahassee – Leon County Greenways Master Plan is essential to the following FY 2012 – FY 2016 Strategic Initiatives that the Board approved at the January 27, 2015 meeting:

- Ensure that projects being considered for funding associated with the Infrastructure Sales Tax Extension represent geographical diversity throughout the County (2014)
- Develop and maintain County transportation systems, including roads, bike lanes, sidewalks, trails, and rights-of-way (2012)
- Implement strategies which advance parks, greenways, recreational offerings, including - Update Greenways Master Plan (2012)
- Expand, connect, and promote "Trailahassee" and the regional trail system

These particular Strategic Initiatives align with the following Board Strategic Priorities – Economy, Environment, and Quality of Life:

- Integrate infrastructure, transportation, redevelopment opportunities, and community planning to create the sense of place which attracts talent (EC1 – 2012)
- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution (EN1 - rev. 2013)
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns (EN2)
- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents ((Q1 - rev. 2013)

At the Board's regular meeting on May 14, 2013, the Board adopted a major update and revision of the Tallahassee – Leon County Greenways Master Plan. This agenda item presents several project revisions and additions to the Master Plan that have been recommended by staff, landowners, and the public. One of the proposed projects included in the updated Plan is from the adopted Blueprint 2020 Infrastructure Sales Tax project list.

Analysis:

The first edition of the Greenways Master Plan, adopted by the Tallahassee City Commission and Leon County Board of County Commissioners in July 2004, was intended to provide guidance to local government for the continued implementation of environmental land acquisition activities to protect large-scale ecosystems, water quality, floral and faunal habitat, and to provide passive (resource-based) recreational areas for residents and visitors to the Tallahassee/Leon County area. A secondary objective was the creation of a series of multi-use trails intended to connect these areas to residential areas. Although many land acquisition projects were successfully completed, finite staff resources and funding limited the implementation of many trail projects proposed in the 2004 Plan.

Since its inception, this program has had many successes. Using a combination of donations, grants, and matching funds provided by local government, approximately 7,463 acres of land, with an estimated worth of $67.3 million, have been acquired as of early 2013 by Leon County and the City of Tallahassee

With the 2013 update, the objectives of the Master Plan were changed from an emphasis on acquiring land to providing public access via a system of multi-use trails intended to connect residential areas to existing and proposed greenways and parks. These trails have been designed to take advantage of public lands, and to be coordinated with the identified bicycle route system.

A secondary objective is to identify selected environmentally sensitive areas recommended for fee simple or less than fee simple acquisition (easements). These acquisition projects include lands that would provide a trail connection, provide increased flood mitigation and water quality enhancements, and/or provide critical habitat for listed species.

The Master Plan, as updated in 2013, proposed 29 greenway projects with a total estimated construction cost of $41.5 million. This cost figure includes a 20 percent overhead for design, engineering, and permitting. The total number of proposed trails is approximately 139 miles (78 miles within unincorporated Leon County and 61 miles within the City of Tallahassee).

At this time, several new greenways and trails are proposed for addition to the Master Plan. They include:

1. **Welaunee Greenway** – This project is an 8.4-mile shared-use trail corridor along the perimeter of the Welaunee Arch, which is part of the existing Welaunee landholding. The Welaunee Greenway project is intended to expand regional bike/ped mobility and connect residential areas to the west and south to the Miccosukee Canopy Road Greenway (Miccosukee Greenway). This Greenway, when developed in conjunction with a 2.1-mile segment through the Welaunee Toe, will join with the Miccosukee Greenway to create a continuous loop of trail nearly 17 miles in length. As presented during the development of the final sales tax project list, staff continues to recommend that the full cost of the greenway be required to be donated as part of any future development agreement. This donation could then be used as a partial offset to the developer's reimbursement to Blueprint for road improvements.

2. **Orchard Pond Greenway** – This project is a 5.5-mile shared-use trail located mostly within the original corridor of Orchard Pond Road. The trail will parallel the Orchard Pond Toll Road, connecting Meridian Road to Old Bainbridge Road. It is intended to expand regional bike/ped mobility and to provide connectivity from residential areas east of Meridian Road and along Bannerman Road to Old Bainbridge Road and the Ochlockonee River. This greenway was included on the County's original project map as an extension to the Bannerman Road and pedestrian trail project.

3. **Lake Jackson South Greenway** – This project is a 2.5-mile long, shared-use trail corridor connecting a string of publicly owned properties. The proposed trail begins at the Meginnis Arm Canoe Launch on the south end of Lake Jackson and continues to the Tallahassee Mall and Trousdell Gymnastic Center, then south along a proposed bicycle route system to Lake Ella and the Fred O. Drake City Park. The Lake Jackson South Greenway is intended to expand regional bike/ped mobility and to provide connectivity from Lake Jackson south to the midtown area of Tallahassee.

The combined trail length of these proposed greenways is 19.3 miles, and the combined estimated cost of these three projects is $9.2 million. If adopted, the Greenways Master Plan would contain 32 greenway projects with an estimated construction cost of $50.7 million.

Funding for these three additional proposed projects could come from the Local Government Infrastructure Surtax (extended penny sales tax) approved by the electorate in the November 4, 2014 General Election or from the Florida Water and Land Conservation Initiative (Amendment 1) statewide constitutional amendment, also approved by a majority of voters on November 4, 2014.

On May 12, 2015, the Board requested information on the ability to utilize power line easements for the Greenways system. All proposed trails that utilize all or portions of existing City of Tallahassee power line corridors (whether fee-simple owned, easements, or portions thereof) have been identified as such in the Greenways Master Plan. These trail projects include

1. Northwest Greenway
2. University Greenway
3. Timberlane Greenway
4. Centerville Greenway
5. Killearn Greenway
6. Campbell Pond Greenway
7. Southwest Sector Greenway
8. Welaunee Greenway

As the implementation of specific trail projects commences, staff will evaluate all utility and conservation easements that may accommodate the physical trail location. Additionally, the Greenways Master Plan provides specific criteria, approved by the City Electric Department, for location of the trail system within their corridors (Attachment#1, page 129). For those utility corridors owned and managed by Talquin Electric Cooperative, staff will continue to seek additional opportunities for trails in these areas through coordination with Talquin.

Options:

1. Adopt the 2015 Tallahassee – Leon County Greenways Master Plan Update (Attachment #1).
2. Do not adopt the 2015 Tallahassee – Leon County Greenways Master Plan Update.
3. Board direction.

Recommendation:
Option #1.

Attachment:

1. Updated Tallahassee – Leon County Greenways Master Plan

2015 Update
TALLAHASSEE-LEON COUNTY
GREENWAYS MASTER PLAN

Adopted

Board of County Commissioners, July 7, 2015

Tallahassee City Commission, July 8, 2015

Tallahassee - Leon County Greenways Program

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT

CITY OF TALLAHASSEE

LEON

Posted at 11:00 p.m. on June 29, 2015

Silver Lake Recreation Area, Apalachicola National Forest

Posted at 11:00 p.m. on June 29, 2015

ACKNOWLEDGEMENTS

Many people and the organizations they work with have contributed to the creation and implementation of the Tallahassee-Leon County Greenways program. An incomplete list includes the following (in alphabetical order by last name): **Kathy Archibald, Tom Ballentine, Mark Benedict, Dave Bright, Cherie Bryant, John Buss, Autumn Calder, Rodney Cassidy, Jim Cox, Paul Cozzie, Jeremy Craft, Pat Curtis, Leigh Davis, Craig Diamond, Frank Dietrich, Chuck Goodheart, Russell Grace, Tom Greene, Wendy Grey, John Harvey, Theresa Heiker, Steve Hodges, Jeff Hunter, David Jett, Karen Kebart, Greg Mauldin, Nancy Miller, Sine Murray, Kevin McGorty, Sue Noyes, Bob Parmalee, Misty Penton, Pat Plocek, Dan Rigo, Scott Ross, Larry Schenk, Helge Swanson, Susan Tanski, Wayne Tedder, Jill Weisman, Scott Weisman, and Kent Wimmer.**

Further acknowledgment is credited to the dedicated staff of the following organizations: **The Trust for Public Land, the Apalachee Land Conservancy, the Florida Communities Trust, the Office of Greenways and Trails, the Tall Timbers Research Station, the City of Tallahassee Department of Parks, Recreation and Neighborhood Affairs, and the Leon County Division of Parks and Recreation. Special thanks to the Tallahassee City Commission and the Leon County Board of County Commissioners** for their vision, leadership, and commitment to create and sustain the local Greenways system.

Campbell Pond City Park

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EXECUTIVE SUMMARY

The Tallahassee-Leon County Greenways Program was created in November 1993. The original goal of this program was to build a community-wide greenways system intended to protect and manage riparian corridors, floodplains, and other environmentally sensitive areas, as well as scenic areas, views, and vistas, places of historic and cultural significance, and native plant and animal habitat. This program also incorporated the goal of connecting greenway and park to neighborhoods, schools, shopping, and work destinations through a system of shared use paths, and trails for the citizens of Tallahassee and Leon County.

This program has had many successes. Using a combination of donations, grants, and other funds, approximately 7,463 acres worth an estimated $67.3 million have been voluntarily acquired as of early 2013 using $21.6 million of local funds. (The 502-acre Miccosukee Greenway and the 876-acre J.R. Alford Greenway were acquired by the State of Florida, but are managed by Leon County.) There are several greenway acquisitions that have not yet been opened to the public, pending funding for improvements such as parking areas and trails. However, several of these projects are currently underway as of early 2013.

The first edition of the Plan, adopted by the Tallahassee City Commission and Leon County Board of County Commissioners in July 2004, was intended to provide guidance to local government for the continued implementation of environmental land acquisition activities to protect large-scale ecosystems, water quality, and floral and faunal habitat, and to provide passive (resource-based) recreational areas for residents and visitors to the Tallahassee - Leon County area. However, given the success of the program in acquiring lands in past decades and the shortage of acquisition funds over the last few years, the focus of the program has evolved from purchasing new lands towards connecting publicly owned lands to residential areas, commercial centers, and parks via a system of off-road paths and bike routes.

This 2013 Tallahassee – Leon County Greenways Master Plan Update (the Plan) identifies and prioritizes 29 separate greenway projects with a total estimated construction cost of $50 million. Each greenway trail project is described in full, including its proposed name, length, related improvements, and estimated cost. The total number of proposed trails is approximately 139 miles (78 miles within unincorporated Leon County and 61 miles within the City of Tallahassee). These proposed trail projects originate from the 2004 Plan, Blueprint 2000, the Leon County Department of Public Works, including the Division of Parks and Recreation, and City of Tallahassee's Department of Parks, Recreation, and Neighborhood Affairs. Public input was considered in each of these organizations' submittals, and a public meeting of user groups and other organizations and individuals was held on March 14, 2013 to review the proposed projects. Invited groups for this meeting included 1,000 Friends of Florida, the Capital City Cyclists, the Southern Trail Riders, the Tall Timbers Land Conservancy, the State Office of Greenways and Trails, the Gulf Winds Track Club, the Council of Neighborhood Associations, and the U.S. Forest Service. Additional public input was gathered through written correspondence and presentations to stakeholders.

The Greenway Master Plan implements Objective 6.1 of the Conservation Element in the Tallahassee - Leon County Comprehensive Plan.

Objective 6.1: [C] (Effective 6/25/96)

Local government shall implement a county-wide greenways network. It shall be the intent of the greenways network to provide for integrated natural resources management and protection, resource based recreation, educational and historical interpretive opportunities, and increased opportunities for alternative modes of transportation with an emphasis on connectivity among these resources.

Lake Henrietta County Park

VISION AND APPROACH

Formally established in 1993, the Tallahassee-Leon County Greenways Program seeks to create a community-wide system of connected natural areas and trails for the public. Greenways conserve and enhance valuable stream and river corridors, floodplains, historical vistas, places of historic and cultural significance, wildlife habitat, and other biologically diverse, sensitive areas in our community. The proposed system of greenway trails, coordinated with the bicycle route system, will link neighborhoods, parks, schools, shopping, and work destinations, and wherever possible provide increased non-vehicular access to these resources for citizens and visitors alike. This system will complement regional and state greenway planning and will be an economic amenity that attracts investments into the City, County, and Capital Region.

To bring this vision into reality, the Tallahassee-Leon County Greenways Master Plan has two guiding principles:

1. Protect environmentally sensitive lands and other areas and features and provide increased open space recreational opportunities for the citizens of Leon County and the City of Tallahassee, and

2. Increase access to and from residential areas, commercial centers, and existing parks wherever possible, increasing access for the citizens who have provided the funds to purchase, secure, and manage these areas.

The Plan proposes a system of greenway trails integrated with existing trails and shared use paths, bicycle facilities, and a bicycle route network , all of which is located to the maximum extent possible on existing government lands, as well as within selected drainage, conservation, and other easements as described elsewhere in this document. Given the success of the program in acquiring lands in past decades and the shortage of acquisition funds over the last few years, the focus of the program has evolved from purchasing new lands towards connecting publicly owned lands to residential areas, commercial centers, and parks via a system of off-road paths and bike routes.

These connections are expected to take several forms, including everything from stabilized dirt trails to paved shared use paths. They will be constructed, owned, and managed by local government, and will provide opportunities for recreation, commuting, and perhaps even short-distance utility trips. This nonautomotive access to trails and greenways, parks, and other natural areas can also provide additional opportunities for physical recreation to the transportation disadvantaged, such as children and the elderly. The City of Tallahassee, Leon County, and the State of Florida remain committed to facilitating use by all members of the public through these types of connections so that citizens can access these community assets by foot, bicycle, motorcycle, or automobile.

This Plan serves as an implementation guide for citizens, local, state, and federal government agencies and staff, and property owners by:

- Identifying each proposed trail and its amenities, including estimated costs of construction and any safety or other related improvements so that when funding is identified for a particular trail or trails, detailed design can proceed as soon as possible,
- Indicating specific areas where full or partial land acquisition activities should to be concentrated, consistent with other land acquisition and environmental protection interests, activities, and programs,
- Creating a greenway trail network designed to provide increased connectivity between greenways, parks, and other public-access conservation areas,
- Explaining management principles, practices, and guidelines that address natural resources protection, public access, recreation, education, and opportunities for economic development,
- Identifying involved units of government, user groups, and other stakeholders, and
- Estimating funding needed for engineering, permitting and construction.

While the focus of this update is on connectivity, acquisitions and easements will continue to be an important implementation tool. In addition to continued fee and less than fee simple acquisition (e.g., conservation easements) for the Greenway program, local government will continue, as required by the Comprehensive Plan and land development regulations, to require permanent conservation easements to protect environmentally sensitive features and areas identified through the land development process. Other lands have and may continue to be acquired through donations, mitigation, and purchase for other purposes, such as regional stormwater facilities. Local government will also investigate the opportunities for public-private or public-non-profit management of these trails, similar to the road segment adoption by various community groups, businesses, and other organizations for litter control. This concept is discussed elsewhere in more detail in this Plan.

Finally, this plan will be updated every 10 years to reflect changing local, regional, and completed projects, new additions and opportunities, and other changes to the greenway system.

Tallahassee-St. Marks Historic Railroad State Trail

San Luis City Park

WHAT ARE GREENWAYS?

This idea of a greenway system is similar to the concept of integrated park systems proposed by Frederick Law Olmstead and Calvert Vaux in the late 19th century. These integrated natural areas and corridors provide a wide range of passive recreational opportunities desired by urban populations, and can link residential and other developed areas to parks, greenways, trails, and other more natural areas within an urban area.

Greenways are corridors of protected open space that are managed for conservation and/or resource-based ("passive") recreation. They may connect both urban and rural "green" areas, such as managed parks and forests and natural rivers and wetlands, to create "green infrastructure." They are usually publicly owned lands or waterways, or they may be conservation easements on private land. (An easement allows limited uses, including public access where specifically allowed under the terms of the easement, on lands that are owned by private or other nongovernmental entities.)

Greenways can be one or more of the following:

- Linear spaces adjacent to natural corridors
- Pedestrian or bicycle shared use paths or trails
- Open spaces between parks, preserves, or historic sites and population centers
- Scenic or utilitarian corridors (e.g., power line rights-of-way)
- Other strips of land designated as parkway or greenbelt.

Greenways can also be thought of as "green infrastructure," particularly if they preserve floodplains or floodways corridors. Green infrastructure is the natural counterpart of roads and utilities, representing conduits or corridors in urban and other areas that provide environmental services such as habitat and maintenance of biodiversity, drainage, and water quality enhancement.

A greenways system is a county-wide, comprehensive network of greenways and trails (and other bicycle and pedestrian facilities) designated for bicycling, walking, and similar uses along corridors that connect natural areas, parks, cultural attractions, neighborhoods, schools, community destinations, and commercial areas.

Some fee-simple greenways are intended solely to provide flood protection, water storage and/or absorption, habitat protection, or other non-recreational services. These greenways may have limited or strictly regulated public access. Greenways composed of one or more conservation easements may have limited or even no public access. Although public access for resource-based recreation is an important part of green infrastructure, it is not essential for all areas within a greenway to be accessible.

The most common facilities in public-access greenways are trails, as well as other facilities or amenities to serve individual or shared sets of users. Users may include walkers/hikers, runners, birdwatchers, bicyclists, in-line skaters (depending on the trail tread or surface), and equestrians. Trails can be single-use or multi-use, and can have soft (e.g., dirt or gravel) or hard surfaces (e.g., pavement). Other facilities usually include signage, fencing, parking areas, benches, trash cans, bike racks, emergency telephones (although the widespread use of cell phones is making these less necessary than previously), restrooms, or even dog walking areas. Many of these facilities will be located at trailhead locations. Others may be located elsewhere, such as near wildlife viewing platforms.

Tower Road County Park

Posted at 11:00 p.m. on June 29, 2015

Benefits of the Greenway System

Greenways provide enhanced protection of environmental resources deemed important or even critical by the community. Protection is provided via fee or less-than-fee simple acquisition, and implemented through a management plan for the resources acquired. Greenways reduce the fragmentation of open space and environmentally significant areas, and increase the viability and ecological value of habitat, parks and other natural lands.

Greenways can also connect otherwise independent recreational trails, parks, and facilities and thereby provide alternative, safe, transportation opportunities with limited exposure to motorized vehicles. In some cases, trails or connected greenspaces can also provide buffers between incompatible land uses, dampening noise and unpleasant views.

Greenways can also provide economic benefits to the community, and several studies have shown that property values are typically higher adjacent to such systems. Greenways and greenway trails can help stimulate new or revitalized business opportunities such as tourist accommodations, rentals, outdoor equipment, and restaurants. Also increased public revenues from property and sales taxes and from recreational or other fees may be realized.

Nationally, quality of life indicators and urban amenities are being factored into many residential and commercial development location decisions. An increasing number of the most creative, productive, and well-educated workers want quick access to quality natural areas, including greenways and greenway trails, in addition to other urban amenities.

A greenway master plan can also help reduce uncertainty in areas where development is active. Greenways can offer a “highest and best use” for properties that cannot be profitably developed otherwise because of environmental constraints. In essence, a greenway system will not only identify areas that warrant protection, but those that can be more easily developed.

Cultural and historical features and sites can also be integrated into greenways. These points can become the focus of recreational trips and improve trail users’ understanding of local history through interpretation.

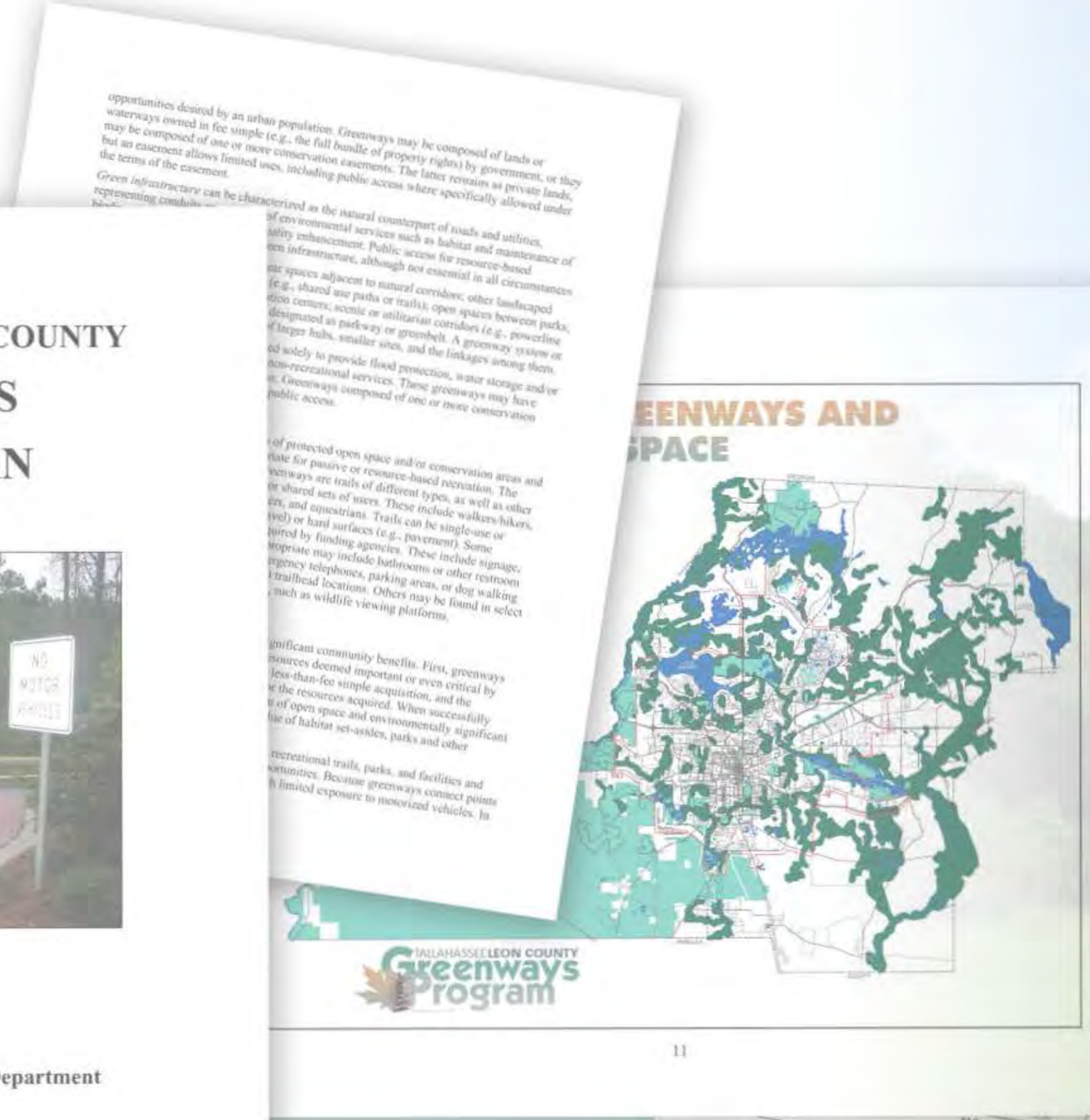
Another benefit of greenway trails, particularly shared use paths, is that they can help reduce the possibility of property and other crimes. Crime, including vandalism, is commonly associated in places within an urban area where people are not present. Greenway and trail users provide “eyes on the street” which is credited in urban areas with reducing vandalism and other criminal behavior, and security on publicly owned greenways, parks, and trails is provided by law enforcement agencies.

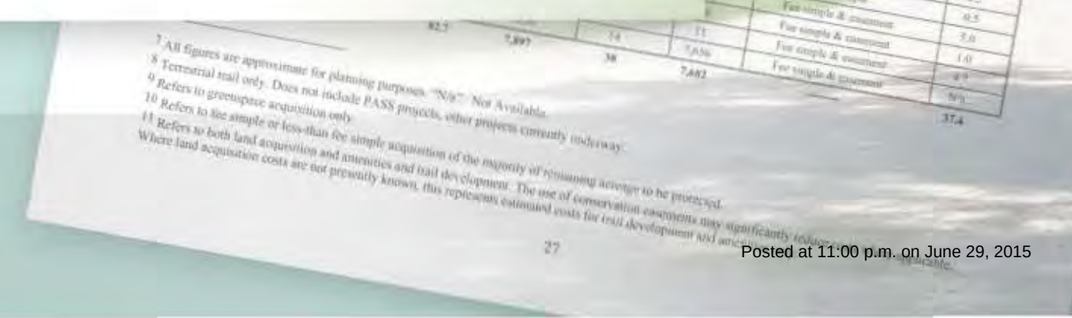
Lake Henrietta Connector Trail

TALLAHASSEE – LEON COUNTY
GREENWAYS
MASTER PLAN

July 2004

Prepared by the
Tallahassee-Leon County Planning Department





Tallahassee - Leon County
Greenways
Program

12

Posted at 11:00 p.m. on June 29, 2015

HISTORY OF THE GREENWAYS PROGRAM

The Tallahassee City Commission and the Leon County Board of County Commissioners have supported environmental land acquisition for almost two decades. Both governments have purchased environmentally sensitive properties for flood control, environmental protection, parks, and other related purposes since the early 1990s.

The Tallahassee-Leon County greenways program formally began in July 1994, following direction provided to the Planning Department at a Joint Commission workshop in November 1993. The program grew out of two earlier efforts: (1) planning for the "Cascade Linear Greenway" in downtown Tallahassee, and (2) approval and funding of the City's Greenspace program. The latter was designed to acquire small, undeveloped sites throughout the City recommended by property owners and neighborhood associations for evaluation and potential acquisition.

Several local government workshops were held in the spring of 1995 where staff was directed to refine the greenways proposal. This included the development of specific implementation strategies, an estimate of the number of acres to be acquired or otherwise protected, evaluating the fiscal impacts of acquisition and management, and an evaluating existing land development regulations. This direction included coordinating with the County to explore options for floodplain acquisition efforts within the Greenways system.

In April 1996, the Board of County Commissioners and the Tallahassee City Commission accepted the requested report on Greenways implementation. This report provided assessments of the advantages and disadvantages of alternative acquisition strategies and funding sources, management issues, and recommended program priorities and which included greenway properties already in public ownership or for which conservation easements existed. In July 1996, the Board agreed to place a bond referendum on the November ballot to fund greenways acquisitions and lake restoration measures. However, this was withdrawn in September 1996 because of lack of support by the City Commission.

In September 1998, the Board directed staff to prepare a workshop to investigate acquisition alternatives, including the use of less-than-fee land acquisition strategies for greenways. These included conservation easements and the purchase of development rights.

Blueprint 2000

On September 6, 2000, at a joint meeting both City and County Commissioners agreed to put before the voters of Leon County a ballot measure extending the existing extra penny sales tax for infrastructure. This extension would last 15 years. On November 7, 2000, voters approved the sales tax extension to commence on December 1, 2004 and extend until December 31, 2019.

A major reason for this successful initiative was the Blueprint 2000 and Beyond report, produced by the Economic and Environmental Consensus Committee (EECC). The EECC, which was a group of citizens representing a broad spectrum of the community, including business, environmental, and neighborhood interests, developed the Blueprint 2000 concept of holistic stormwater, environmental, and transportation infrastructure planning and implementation. The goals of Blueprint 2000 are to foster sustainable development of the county, and fund quality of life and other infrastructure investments such as new roads, improved stormwater management, and protection of environmentally sensitive lands.

The Blueprint 2000 and Beyond report proposed the acquisition of significant floodprone areas and greenways, as well as building trails in selected areas and alongside new and improved roads and stormwater facilities. Many of these greenway projects, including project details, costs, and maps of required parcels, were previously identified by Planning Department staff, as well as several floodplain acquisitions proposed by the Leon County Growth and Environmental Management Department in 1995. Many proposed greenway projects that would later end up in the Greenways Master Plan were included in the Blueprint 2000 and Beyond report and the Blueprint 2000 final report. This program implementation is ongoing at the time of this updated Plan.

Local Funding

Recognizing the potential for securing grants for purchasing lands for the Greenways Program, the Planning Department initiated a comprehensive inventory of environmental resources intended to support grants applications through the state's Preservation 2000 program, and its successor, the Florida Forever program. Using mapped county-wide environmentally sensitive areas and resources, the Planning Department developed a preliminary county-wide greenways map utilizing Geographic Information System (GIS) technology and data. With these data and maps, staff created an implementation program that included fee simple land acquisition (purchasing land outright) and less-than-fee simple land acquisition methods such as conservation easements to begin to protect environmentally sensitive property for the public. The grant program most utilized by local government has been the Florida Communities Trust (FCT) program, which was authorized by the Florida Forever Act. FCT was created to provide match funding to local governments to purchase open space to help implement comprehensive plan requirements throughout Florida. Since 1992, local government has obtained approximately $30.6 million in grant funding from Preservation 2000 and the Florida Forever programs to purchase open space areas in the City of Tallahassee and Leon County.

Prior to the passage of the one-cent County sales tax extension in November 2000, funding for greenway acquisitions was typically project-specific. **Table 1** indicates annual funding levels provided by the City of Tallahassee since 1996. Since it was generally used as a match for state acquisition program this line item was reduced to zero when funding for the Florida Communities Trust fund[1] was reduced by the Florida Legislature, and eventually vetoed in 2010 by Governor Rick Scott. Some FCT funding has been available for uncompleted projects in other parts of the state, but none locally.

Table 1. City of Tallahassee Funding for Greenspace Acquisition and Environmentally Significant Lands Project

Fiscal Year	Funding Amount
1996	$100,000
1997	$500,000
1998	$500,000
1999	$495,000
2000	$500,000
2001	$500,000
2002	$500,000
2003	$500,000
2004	$500,000
2005	$500,000
2006	$500,000
2007	$500,000
2008	$250,000
2009	$250,000
2010	unfunded*
2011	$250,000
2012	unfunded*
2013	unfunded*

**The project was unfunded due to the State not funding the Florida Forever Program, which typically provides a 50% match for all greenspace acquisitions made by the City.*

Leon County's funding for greenspace acquisition came from special appropriations requested by citizens and staff. **Table 2** shows the amount of funding provided by the City, the County, the State of Florida, the U.S. Government, and private donations. Both the City and the County have utilized Blueprint 2000 funds on a case by case basis to either provide matched funding for grants from the State's Florida Community Trust Program, or through outright purchases.

The passage of the local extra penny sales tax extension in November 2000 has also provided significant funds for land acquisition associated with "holistic" infrastructure planning, including new and expanded roadways, stormwater facilities, and greenways and greenway trails.

The Greenways Program is a voluntary land acquisition program. There has never been any use of eminent domain for any aspect of this program.

Public Input

Public input was solicited and integrated into the process of creating the original Greenways Master Plan. Input was also solicited from various City and County departments, including public works, growth management, and stormwater management, and parks and recreation. Also involved were the original Blueprint 2000 Economic and Environmental Consensus Committee and ongoing Citizen Advisory Committee, the former Bicycle-Pedestrian Advisory Committee, individual property owners, the Big Bend Environmental Forum, and various bike/ped and hiking advocates and organizations operating in Leon County, including the Florida Trail Association, the Capital City Cyclists, and the Sierra Club. Regional organizations also provided input into the formulation of this Plan. These included staffs of the Apalachee Regional Planning Council, 1000 Friends of Florida, the State of Florida Greenways Program, the Florida Fish and Wildlife Conservation Commission, the Florida Office of Greenways and Trails, the Northwest Florida Water Management District, the Nature Conservancy, the Trust for Public Land, and the Red Hills Conservation Program.

Coordination also occurred on this Update. The Capital Regional Transportation Planning Agency's 2010 Regional Mobility Plan, including the 2011 Regional Trail Plan (a component of the Regional Mobility Plan), recognizes trails as a very important component in the transportation system. The Regional Trail Plan was consulted in the update of the Greenways Master Plan, as well as proposed trails identified by Leon County's Public Works and Parks and Recreation Department for the Leon County Sales Tax Committee, the City of Tallahassee's Department of Parks, Recreation, and Neighborhood Affairs, the Southern Trailriders, Inc., the Florida Trail Association, the U.S. Forest Service, the Capital City Cyclists, and various members of the public.

1 The Florida Communities Trust (FCT) is a Florida land acquisition grant program administered by the Florida Department of Community Affairs (DCA). Grants are awarded annually on a competitive basis to local governments and non-profit environmental organizations for community-based parks, open space and greenways. These projects must further outdoor recreation and natural resources protection needs identified in the local government's Comprehensive Plans. The program helps Florida communities meet growth management challenges, protects the state's natural and cultural resources, and helps meet recreational needs. The program has historically been funded since 1989 by 22% of the Florida Forever funds, $66 million each year. Counties with a population of 75,000 or more are required to provide matching funds equal to 25% of the total project cost. Non-profit organizations are exempt from this requirement.

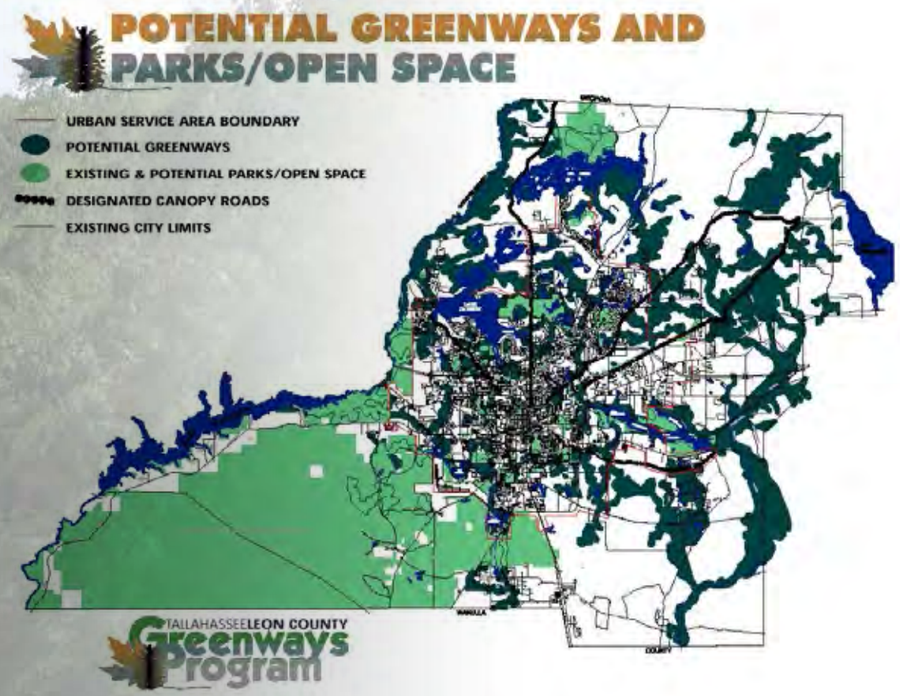


Figure 1: February 1995 Greenways Map

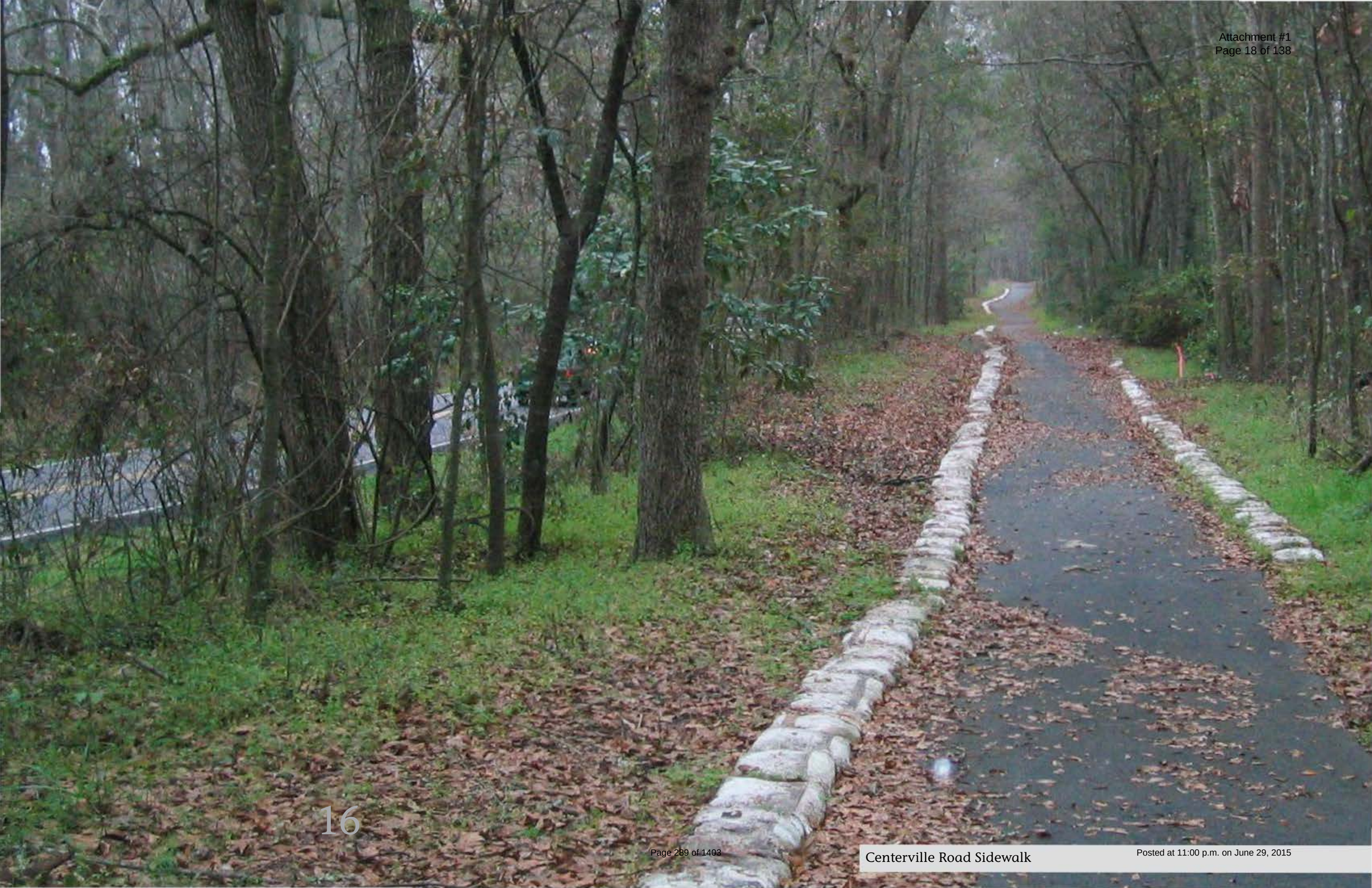
Original Greenways Map

Environmentally sensitive areas **(ESAs)** are specifically identified and protected by the Tallahassee – Leon County Comprehensive Plan and various City and County land development regulations as Conservation and Preservation areas or features. These include wetlands, waterbodies, watercourses, floodplains, floodways, native and high quality successional forests, significant and severe grades, canopy road protection zones, closed basins, listed species and their habitat, and significant archaeological and historical resources. *(For the purposes of this Plan, the term ESA is used interchangeably with conservation and preservation areas or features.)*

ESAs were first mapped on a county-wide basis in Leon County in 1989, prior to the adoption of the Comprehensive Plan. A team of graduate students working under Helge Swanson, who was Chief of Environmental Permitting at that time, used sources such as United States Geological Survey topographic quadrangle maps, US Fish and Wildlife Service National Wetlands Inventory maps, Federal Emergency Management Agency flood maps, U.S. Soil Conservation Service soils maps, Florida Department of Transportation black and white aerial images, and local knowledge and expertise. This project produced a series of hard-copy maps at a 1:24,000 scale, which were digitized. Beginning in 1997, ESAs in Leon County were remapped to a scale of 1:1,200 using new false-color infrared aerial imagery and state-of-the-art GIS technology and data. The goal of this remapping effort was to map ESA features at a level of accuracy suitable for parcel-specific review and analysis.

Planning Department staff used these and other aerial photographic imagery acquired in 1995 and 2000 to better identify larger-scale vegetative communities of concern such as wetland systems and native and other forest communities to refine the existing target greenway map.

The February 1995 Greenways Map **(Figure 1)** was a concept map showing areas for targeted potential land acquisitions in order to provide a basis for further refinement as per Commission and Board direction. This map was prepared using coarse data and was designed to be as inclusive as possible. Known environmental features (from published map series) were incorporated using hand-drawn buffers, and potential greenway connectors between parks and other large undeveloped lands were delineated with arbitrarily broad lines to make the features visible at presentation scales. The map was presented at the April 1995 commission workshops where staff was directed to proceed with Greenways planning. The Greenways map was the first digitized environmental feature map available to local departments, preceding the digital mapping of ESAs. Specific consideration of these greenway lands was provided in the 1995 revisions to the City's Environmental Management Ordinance.



Centerville Road Sidewalk

ACCOMPLISHMENTS

The Tallahassee – Leon County Greenways program has been successful by almost any measure. Based on voluntary sales of environmentally sensitive lands using a combination of donations, grants, and other funds, approximately 7,463 acres worth an estimated $67.3 million (at time of purchase) have been acquired as of early 2013 using $21.6 million of local funds. (The 502-acre Miccosukee Greenway and the 876-acre J.R. Alford Greenway were acquired fee simple by the State of Florida. These greenways are presently managed by Leon County using a combination of State and local funds.) Elected and appointed officials and staff for the City of Tallahassee and Leon County, and Blueprint 2000, along with the State of Florida, the U.S. Government, and private individuals, institutions, and programs, have all designated or contributed funds, time, and a continuing commitment to purchase, secure, and manage conservation lands for the public.

Many of these lands have been acquired through the Blueprint 2000 program. Guided by the local Blueprint 2000 and Beyond report that outlined broad greenway, road, and stormwater facilities planning objectives and locations, Blueprint and Planning staff have acquired lands for stormwater treatment and flood storage, greenspace and recreation, habitat management, and public access in varying degrees, consistent with the holistic, multi-objective goals of Blueprint 2000.

Although the proceeds from the extra penny sales tax did not fully meet local economic projections due to national and state economic conditions, many greenway and trail projects have been completed, and several more projects are underway. Major floodway and greenway projects completed or underway include:

- Franklin Blvd. Reconstruction, Cascades Park and St. Augustine Branch Reconstruction (Capital Cascade Greenway)
- Selected floodplains east and west of Capital Circle NW (Delta Industrial, Martha Wellman Park, and Hollon, Hill, and Zenz properties)
- Eastern Leon County Groundwater and Floodplain Protection (St. Marks Headwaters)
- Fred George Basin Greenway
- Lake Lafayette/Alford Arm (Nusbickel land acquisition project)

Under Blueprint 2000, all stormwater projects include bicycle-pedestrian amenities, native vegetation plantings, and other “people-friendly” features to the greatest extent practical. Martha Wellman Park and the Capital Cascades Park are two outstanding examples of this holistic design philosophy.

Although several local greenway acquisitions have not yet been opened to the public, pending funding for improvements such as parking areas and trails, several of these projects are currently underway as of early 2013, including the Fred George Basin Greenway and the St. Marks Headwaters Greenway.

The Tallahassee-Leon County Greenway System has also received accolades over its project life. The system was proclaimed one of the 150 Florida Greenways by Governor Chiles in June 1995, and the Lafayette Heritage Trail, the Cascade/Myers Park Greenway, and the Phipps/Overstreet/Maclay Greenway were proclaimed individually by the Governor during his administration. 1000 Friends of Florida also gave its “Florida Greenway” award to the Tallahassee-Leon County Greenway System in March 1996.

Table 2 summarizes the land acquisition program since its inception, including projects, acreage acquired, and funds provided by jurisdiction. **Figure 2** shows all land acquisitions undertaken through or added to the local greenways program since 1992, and **Figure 3** shows all conservation areas in Leon County.

Lake Munson

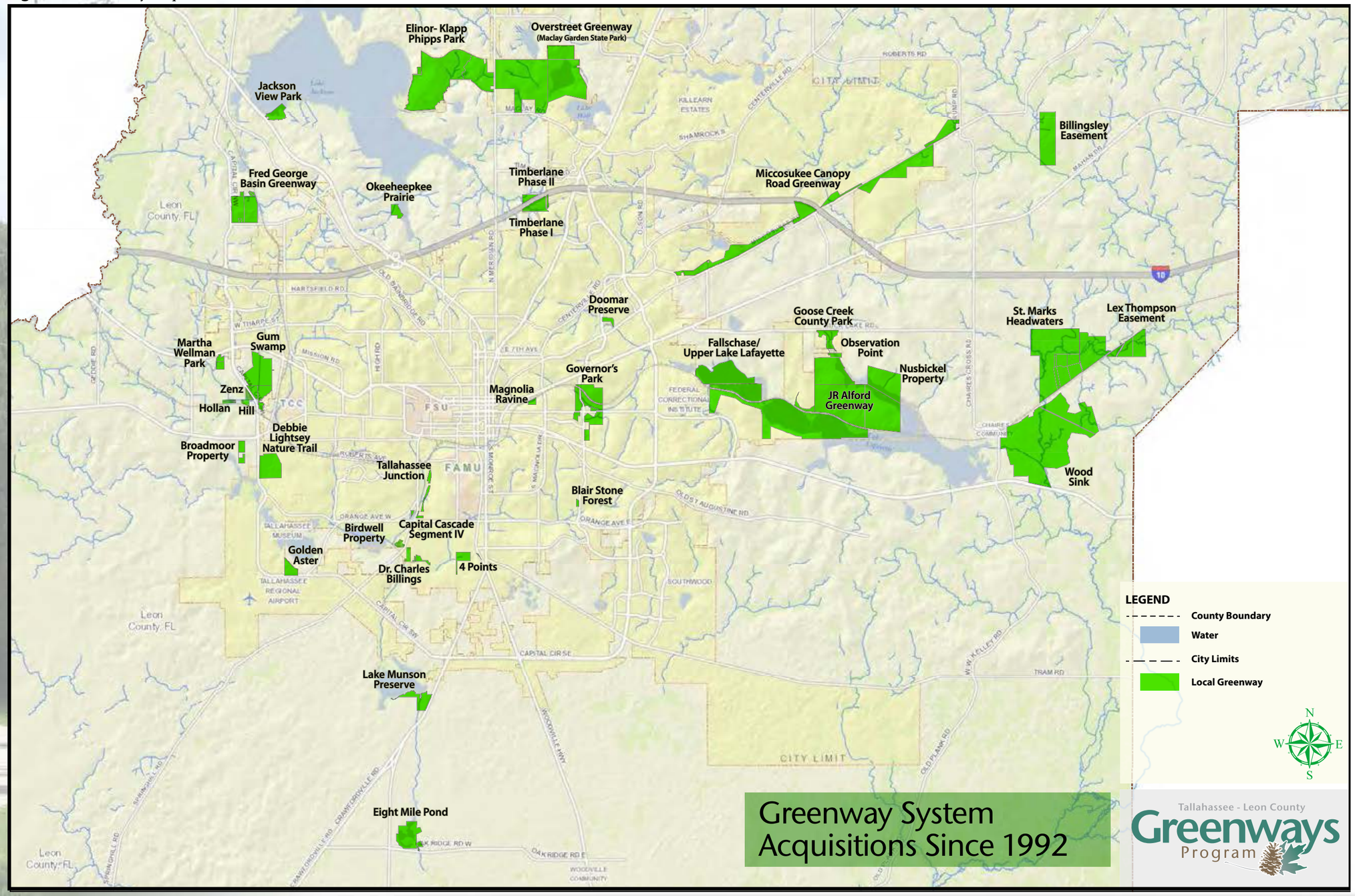
Table 2. Tallahassee-Leon County Greenways Acquisitions since 1992.[2]

PROJECT NAME	YEAR ACQ.	ACRES	CITY FUNDS	COUNTY FUNDS	BLUEPRINT2000 FUNDS	STATE FUNDS	FEDERAL FUNDS	DONATION VALUE	TOTAL PROJECT COST
Elinor Klapp Phipps	1992	670	$935,500	$0	$0	$2,900,000	$0	$0	$3,835,500
Overstreet (Maclay Gardens State Park Addition)	1992	858	$865,000	$0	$0	$4,400,000	$0	$0	$5,265,000
4-Points	1993	27	$100,000	$0	$0	$0	$0	$100,000	$200,000
Block-Stearns	1995	17	$100,000	$0	$0	$0	$100,000	$0	$200,000
Doomar Preserve	1995	12	$55,000	$0	$0	$0	$0	$0	$55,000
Piney Z	1996	778	$500,000	$0	$0	$1,750,000	$0	$1,000,000	$3,250,000
Gum Swamp1	1996	216	$0		$0	$0	$0	$0	$0
Smith/Myers (Governor's Park)	1996	195	$500,000	$0	$0	$4,000,000	$0	$3,000,000	$7,500,000
Miccosukee Greenway	1998	502	$0	$0	$0	$4,000,000	$0	$0	$4,000,000
Lake Munson Preserve (Gil Waters County Park)	1998	62	$0	$348,500	$0	$176,500	$0	$0	$525,000
Golden Aster Preserve	1998	30	$783,000	$0	$0	$0	$0	$0	$783,000
Blair Stone Forest	1998	4	$200,000	$0	$0	$0	$0	$0	$200,000
Okeeheepkee Prairie	1999	32	$0	$100,000	$0	$100,000	$100,000	$0	$300,000
J.R. Alford Greenway	2000	876	$0	$0	$0	$5,042,000	$0	$0	$5,042,000
Timberlane Ravine (Phase I)	2001	58	$735,760	$0	$0	$364,240	$0	$0	$1,100,000
Jackson View	2001	43	$0	$2,400,000	$0	$2,000,000	$0	$0	$4,400,000
St. Marks Headwaters (Booth I)	2002	426	$0	$0	$539,000	$1,617,000	$0	$0	$2,156,000
Magnolia Ravine	2004	8	$709,200	$0	$0	$472,800	$0	$0	$1,182,000
Tallahassee Junction	2004	19	$493,800	$0	$0	$329,200	$0	$0	$823,000
Copeland Sink	2005	168	$0	$0	$751,350	$671,350	$0	$0	$1,422,700
Delta Industrial (Debbie Lightsey Nature Trail)	2006	113	$0	$0	$3,700,000	$0	$0	$0	$3,700,000
Fallschase Open Space (Upper Lake Lafayette)	2006	200	$0	$0	$0	$0	$0	$0	$0
Lex Thompson (easement)	2006	133	$0	$0	$0		$0	$0	
Timberlane Ravine (Phase II)	2007	16	$227,602	$0	$0	$151,735	$0	$0	$379,337
St. Marks Headwaters (Booth II)	2007	160	$0	$0	$610,190	$915,285	$0	$0	$1,525,475
Capital Cascade (Segment IV)	2007/2008	7	$0	$0	$335,296	$334,296	$0	$0	$669,592
Martha Wellman Park	2008	23	$0	$0	$0	$4,850,000	$0	$0	$4,850,000
Dr. Charles Billings	2008	24	$174,867	$0	$0	$174,867	$0	$0	$349,734
Hollon Property	2008	10	$0	$0	$688,600	$0	$0	$0	$688,600
Wood Sink	2009	1063	$0	$0	$0	$4,999,500	$0	$0	$4,999,500
Billingsley Property (easement)	2009	192	$0	$0	$440,000	$440,000	$0	$0	$880,000
Hill Property	2009	9	$0	$0	$1,373,700	$0	$0	$0	$1,373,700
Zenz Property	2009	12	$0	$0	$720,700	$0	$0	$0	$720,700
Fred George Basin Greenway	2009	161	$0	$0	$1,575,855	$1,227,855	$0	$0	$2,803,710
Eight Mile Pond	2010	118	$0	$0	$0	$0	$0	$277,700	$277,700
Birdwell Property	2012	11	$0	$0	$0	$0	$0	$0	$175,000
Broadmoor Property	2012	27	$0	$0	$0	$0	$0	$0	$350,000
Observation Pointe	2012	13	$0	$10,000	$0	$0	$0	$90,000	$100,000
Nusbickel	2012	174	$0	$0	$1,480,000	$0	$0	$0	$1,480,000
TOTALS		**7,467**	**$6,379,729**	**$2,858,500**	**$12,214,691**	**$40,916,628**	**$200,000**	**$4,467,700**	**$67,776,348**

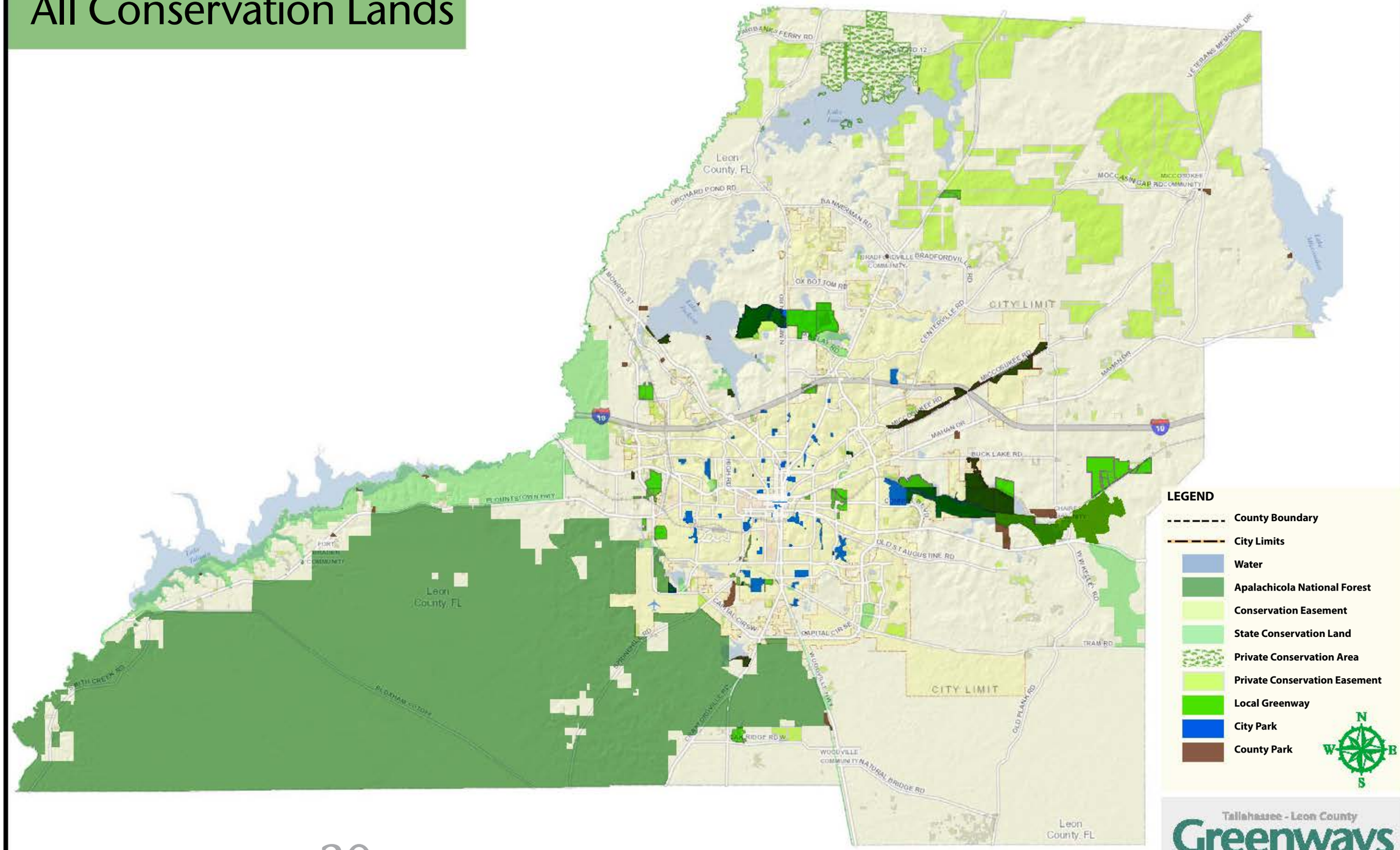
TOTAL LOCAL GOV'T SHARE	**$22,084,970**	**(city match + county match + Blueprint)**
TOTAL NON-LOCAL SHARE	**$45,691,387**	**(state match + federal + owner donation)**
LEVERAGE RATIO	**2.1**	**(total non-local share/total local share)**

2 Cost figures reflect land values only at time of purchase, and do not include land acquisition costs (e.g., surveys, appraisals, environmental assessments, etc.).

Figure 2: Greenway Acquisitions Since 1992.



All Conservation Lands



Tallahassee - Leon County Greenways Program

DEFINITIONS

Types of Greenways

Conservation Lands

Leon County has a large number and type of conservation lands. Table 3 indicates conservation areas by name/type, ownership, and acreage. The total area of Leon County is 449,667 acres, or 702.6 square miles. Excluding Lake Talquin, Lake Miccosukee, and other major lakes, Leon County has a land base of 432,115 acres, or 675.2 square miles. Protected areas comprise approximately 40 percent of the county, and encompass broad riparian areas, floodplains, floodways, wetlands, and selected uplands. These include state and national forests, state wildlife management areas, state parks and greenways, city and county parks and greenways, and a variety of public and private conservation easements. Approximately 3,870 acres north of Lake Iamonia are under ownership as a non-profit nature reserve by the Tall Timbers Research Station (TTRS). Most of these areas are open to the public. However, private lands and the TTRS reserve are not open to the public except under strictly limited conditions.

Table 3: Existing Open Space/Conservation Areas in Leon County by Owner and Acreage

Owner	Acreage	Percent of Total County Land Area
U.S. Government (Apalachicola National Forest)	105,311	23.4
Parks and Other Recreational or Conservation Areas (includes sovereign lands) - State of Florida	44,916	10.0
Parks - Leon County	2,213	0.5
Parks - City of Tallahassee	2,893	0.6
Greenways not currently open to public - City	325	0.1
Greenways not currently open to public - County	1,817	0.4
Greenways not currently open to public - Blueprint	182	0.0
Non-profit/Private	3,907	0.9
Conservation Easements – City	1,911	0.4
Conservation Easements – County	3,371	0.8
Conservation Easements – State of Florida	261	0.1
Conservation Easements – HOA	113	0.0
Conservation Easements – Private	9,154	2.0
Total	**176,374**	**39.3**

The original Greenways Master Plan identified environmentally sensitive "target areas" potentially eligible for full or partial acquisition, as well as major "hubs" of readily accessible public open space within the Urban Services Area. These hubs, which are major existing destination greenways or parks, include the Elinor Klapp - Phipps Park, the Alfred B. Maclay Gardens State Park, Tom Brown Park, the Lafayette Heritage Trail, the J.R. Alford Greenway, the Miccosukee Canopy Road Greenway, the L. Kirk Edwards Wildlife and

Stabilized Natural Surface Trail

Environmental Area (WMA), the Daniel B. Chaires County Park, the Apalachee Regional Park, and Lake Lafayette. The Miccosukee Greenway adds another 503 acres to the Greenway system. The 2004 Plan also identified a system of approximately 85 miles of "conceptual greenway trail corridors" that were intended to help connect greenways, parks, and other public access conservation areas. The updated Plan identifies approximately 150 miles of proposed greenway trail with proposed improvements such as bridges, boardwalks, road crossings, trail surfaces, and other features intended to address accessibility, safety, and general ability to be permitted.

Given the success of the 2004 plan which has helped create an abundance of conservation lands in Leon County, including publicly accessible greenways, forests, parks, and other areas, the emphasis in this updated Plan has shifted towards connecting these areas to residential and other areas of the community to the maximum extent possible, while still identifying several areas for potential acquisition. Thousands of acres of developable private lands and buildable parcels remain in Leon County and the City of Tallahassee, particularly within the locally adopted Urban Services Area.

Canopy Roads

Approximately 78 miles of canopy roads are located within Leon County. Canopy roads are generally identified as historical roads that have distinct tree canopies and mostly rural or undeveloped scenic views in most places. The protection of canopy roads is a community value. As such, they are protected by ordinance, which minimizes tree removal within 100 feet of the centerline of the segment of the canopy road.

Although considered part of the local greenway program, most canopy roads are characterized as having narrow vehicular travel lanes, minimal paved shoulders, few sidewalks, and clayey banks and channels for stormwater. The provision of bicycle and pedestrian facilities along canopy roads must be balanced against the protection of canopy roads. Towards such a balance, the Tallahassee – Leon County Comprehensive Plan allows linear infrastructure such as sidewalk and trails along in canopy road protection zones where appropriate.

Easements

An easement is a right of use over the property of another. There are many difference kinds of easements, including access, conservation, drainage, sewer, sidewalk, and others. A "conservation easement" (also known as a conservation restriction) is a legal agreement between a landowner and a land trust or government agency that permanently limits uses of the land in order to protect its conservation values. It allows landowners to continue to own and use their land, and they can also sell it or pass it on to heirs.

Conservation easements protect open space and other environmentally sensitive areas. Many conservation easements are owned by local and state government, homeowner's associations, and private owners, some of whom are non-profit organizations, while others are private landowners. Tallahassee-Leon County GIS has mapped all local government easements and many private easements recorded by.

The Tall Timbers Land Conservancy holds 74 private conservation easements totaling approximately 25,000 acres scattered across the northern portion of Leon County as of January 2013. There is no public access for property and easements held by TTRS, with the exception of the Henry Beadle House and associated nearby buildings for limited events.

As of early 2013, there are another 803 public and private conservation easements comprising approximately 7,043 acres in Leon County recorded by the Leon County Property Appraiser's Office. Easements owned by local government are usually obtained as a condition of subdivision or site development. These easements, usually obtained under the "natural area set-aside" provisions of the City's and County's land development regulations, are intended to provide open space in the urban area and to protect environmentally sensitive features protected by the Comprehensive Plan. Others may protect listed species habitat.

Local government should continue to acquire conservation easements where necessary and appropriate for environmentally sensitive areas. The management of such areas will be negotiated on a case by case basis, and it may be possible to acquire easements as a substitute for "fee in lieu" or similar environmental mitigation situations. Conservation easements should be utilized for areas where public access would be difficult or expensive to provide, where private landowners do not want public access, or where there are no appropriate areas for trails or other passive recreation amenities. Conservation easements should be prioritized for floodprone areas where structures or other development is restricted, and they should be targeted to such areas that are part of larger drainage systems, including areas that drain into waterbodies such as the Ochlockonee and St. Marks rivers, or lakes Iamonia, Jackson, Lafayette, Bradford, Munson, and others.

Conservation and utility easements may be incorporated into the Greenway system, especially if public access is provided within the latter. Utility easements are linear corridors acquired for the installation and maintenance of public infrastructure such as gas lines, overhead power lines, sewer, and stormwater drainage. Conservation easements, unless specifically allowed, do not automatically provide the public any right of access. However, utility easements traverse the City and County in various directions and lengths, and can offer significant opportunities for greenway trails. However, utility easements must connect destinations in order to be usable as public-access greenway corridors, they must be of sufficient size to locate trails, and they must be amenable to public access.

As of early 2013, there are 3,422 recorded utility easements in Leon County. Most of these are owned by local government, but some are owned by private or non-profit organizations such as the Talquin Electric Cooperative, homeowner's associations, or other landowners. Allowing public access and use of existing utility, conservation, and other easements will require either rewriting the legal terms of the existing easement, or negotiating a trail easement from the property owner or owners. Public access recreational trails easements can be acquired for private lands, and a model trail easement has been developed by the City of Tallahassee's Attorney's Office. This model easement utilizes the provisions of Section 375.251, Florida Statutes, which states that a landowner or lessee who provides public access to his or her land for outdoor recreational purposes is not required to keep that area safe for entry or use by others, or warn anyone entering or going on that area of any hazardous conditions, structures, or activities on the area. This statute also relieves the landowner or lessee of any liability or responsibility for any injury to persons or property caused by the act or omission of a person who goes on the area.

A copy of the City's model recreational trail easement is included in this Plan as **Appendix 1**.

Utility Corridors

Utilities corridor, natural gas and electric lines in particular, have significant potential for inclusion within the Greenways system. These linear corridors are generally kept open and are between 30 and 150 feet wide, which facilitates trail siting. Common criteria for trails within these corridors include restricting the placement of a permanent structure such as a building or the planting of large trees, restricting unauthorized vehicular access, and establishing clear maintenance responsibilities.

Some utility corridors are owned outright by local or state government, but some exist as easements only on private land. Although some corridors established by easements may have fencing, gardens, water bodies, or other natural or man-made obstructions, most of these corridors are mostly clear and frequently cross major roads, and have existing dirt maintenance roads that are already used by the public in many areas.

As with the community's drainage easements, utility corridors owned fee simple by local government by bicycles and pedestrians can and should be encouraged where appropriate and feasible. Towards the inclusion of these corridors into the greenways system, all City of Tallahassee- or state-owned utility corridors and easements should be evaluated by staff for use as greenway trails and connecting trails. If these corridors or segments thereof are determined to be appropriate candidates for inclusion, but exist as private lands, public access trail easements should be pursued for these corridors where appropriate and feasible.

Trails and Connectivity

Publicly owned greenways are protected areas open to the public for passive or resource-based recreation and nature study. Trails are an essential component of the greenway system, and are best designed and managed within an integrated system of trails, trailheads, and related amenities. Trail users include walkers/hikers, runners, birdwatchers, bicyclists, rollerbladers, and equestrians. Trails are found within greenways, and they are also intended to provide access to greenways and parks from residential and other areas.

Trails can be single-use or multi-use, and can have soft (e.g., dirt or gravel) or hard surfaces (e.g., crushed stone or pavement). Other facilities may include bridges, signage, bathrooms, fencing, benches, trash cans, bike racks, emergency telephones, parking areas, dog walking areas, etc. Many of these facilities will be found at trailhead locations as part of established greenways. A complete description of facilities types and their development, management, and use is included elsewhere in this plan.

Types of Greenway Trails

There are different types of greenway trails and their treads or surfaces. The width, type of surface, and placement of trails should be appropriate to where they are located, and the expected type and volume of use. Trails should avoid steep slopes, wetlands, or other environmentally sensitive areas, and should be designed for safety and low maintenance and to maximize aesthetic values where they exist.

Shared Use Natural Surface Trails

These trails are intended for use by low impact user groups such as hikers, joggers, equestrians and/or off-road bicyclists. They are also appropriate for corridors containing environmentally sensitive features such as floodprone areas or canopy road zones that would normally limit the extent of greenway facility development. They are also appropriate for areas that don't expect to have constant use. Examples of these kinds of trails are found in the Alfred B. Maclay Gardens State Park, Klapp – Phipps – Overstreet Greenway,

Shared Use Natural Surface Trail

Miccosukee Canopy Road Greenway, and the Lafayette Heritage Trail. These trails are nominally 4'-6' wide for single-use trails, or 8'-12' wide for multi or shared-use trails. If erosion is an issue, they can be stabilized mechanically. Trails can utilize existing jeep trails, game trails, firebreaks, utility lines, and other corridors in order to minimize the environmental impact of new trails. Trailhead facilities and other amenities (such as signage and picnic tables) would be limited. Boardwalks would be desirable to cross through wetlands in these areas. Maintenance of these types of trails is relatively minimal.

Shared Use Hard Surface Trails

These trails are appropriate for greenway corridors located outside of environmentally sensitive areas. They are normally 10'-12' in width, and should be designed with a crowned surface to drain surface water away. Aggregate surface (crushed rock) trails are appropriate for corridors outside the floodplain where anticipated use or a suitable landscape dictates a trail accessible to more various users. These trails are appropriate for higher-volume and impact bicycle, pedestrian, and equestrian users. Wheelchair users and persons with strollers can use these surface trails if they are designed to Americans with Disabilities Act (ADA) standards. The working standard definition is "firm and stable." Horses prefer natural surface trails; so typically, with a shared use facility that accommodates horses, if there is sufficient room, trail manager could establish an adjacent but separate trail with a more natural surface.

Trailhead facilities and other amenities (such as benches, signage and picnic tables) would be developed as needed and where appropriate. While initial costs for natural surface materials are less expensive than hard surface materials, some additional maintenance may be necessary.

Shared Use Paved Trails

This designation would apply to off-road or on-road corridors where a high level of use is anticipated. Off-road locations may include trails located within frequently flooded areas. These hard surface trails would be paved, and should be designed using standards established by the American Association of State Highway and Transportation Officials (AASHTO) to accommodate several user groups, including walkers, bicyclists, runners, wheelchair users and rollerbladers. A width of ten feet is considered nominal in most locations; however, variations in this may be acceptable 9 e.g., 8' to 12') given professional judgment and consideration of factors such as high right of way acquisition costs, anticipated use, available funding, and other variables.

Although asphalt is the most common paved surface used for greenway trails, concrete or a similar material or matrix may be preferable for areas experiencing frequent flooding. Trailhead facilities and other amenities (such as lights, benches, and signage) would be developed as needed and where appropriate. Amenities would be more abundant and require more upkeep, and facility use and wear may occur at higher levels. Good design may reduce any safety or maintenance issues.

On-Road Trails

On-road trails, usually in the form of wide sidewalks with signage indicating the presence of bicyclists and other non-pedestrian users, can be constructed where there is little to no right of way for constructing an off-road trail. These "wide sidewalks" should be a minimum 10' in width if there is sufficient right of way. There should be appropriate signage so that bicyclists understand that they are encouraged to use these trails, but that they have to share them with pedestrians and other users such as skaters, and also so that pedestrians are aware that bicyclists and other users may be expected.

^ Crushed Rock Trail

< Paved Trail

Water-Based Trails (Blueways)

A blueway or water trail is a water path or trail that is usually developed with launch points, camping locations, and points of interest for canoeists, paddle boarders and kayakers. Blueways are typically developed by state, county or local municipalities to encourage recreation, ecological education and preservation of wildlife resources. A necessary amenity of blueways is a series of signs that provide a map, safety information, liability statements, emergency numbers, and other related information. The designation of a blueway should maximize safety, scenery, and access.

Locally, blueways are trail designations applied to waterway segments or waterbodies that can accommodate canoeing, kayaking and boating, and that provide put-ins and related destinations such as other put-ins, parks, greenways, and other points of interest. Blueways will be designated officially by local government, and state designation by the State of Florida's Office of Greenways and Trail will be pursued as well. The Florida Paddling Trails Association also offers designation as a Florida Paddling Trails Blueway Community. The Association, in coordination with a participating community, will promote the blueway, help monitor visitation and use, and provide metal signs for the blueway indicating this designation. More information is available at ***floridapaddlingtrails.com***.

Maintenance issues may include cleaning and/or replacing signs, ensuring stream bank integrity at landings, and ensuring the free flow of streams (including removal of dangerous debris) as necessary. Additional amenities can include providing connecting land trails, parking areas, portable restroom facilities, floating or fixed docks, or cleared shoreline access.

Equestrian Trails

Public access equestrian trails are increasingly popular in Leon County. The equestrian industry in Tallahassee is well-established, and economically and socially significant. Many residents of Leon County and surrounding counties either work in the equestrian industry or own or rent horses to ride for pleasure. Several private plantations offer equestrian training and competition, and Leon County is the site of an annual national competitive event (the Red Hills International Horse Trials).

Equestrian facilities open to the public are located on publicly owned greenways such as the J.R. Alford Greenway and the Miccosukee Greenway. Others ride at private stables or on trails across private property. Where feasible and compatible, the proposed Greenway Trail System should accommodate equestrian use on selected greenways that have sufficient land area and minimal user conflicts. Trailheads would need to be designed to accommodate horse vans, and should include tie posts and a water source. Management issues would encompass all issues mentioned above, with emphasis on establishment and enforcement of rules and regulations.

Trailheads

Trailheads are simply where trails begin (or end). Trailheads can be simple or elaborate. Since a number of trails will begin and end in parks, trailhead facilities such as parking areas and bathrooms will already be available. Some trailheads will require only signage, especially those located in remote or lightly developed areas.

All trailheads will have appropriate signage, including the name of the trail, its length, a simple map, and the funding, ownership, and management entity. Where anticipated uses warrant, parking areas, benches, landscaping, waste cans, toilet facilities, and safety and other design features to prevent trail users from entering automotive or other traffic inadvertently, or to prevent unauthorized users from accessing trails, may be provided. Urban trails should include benches, landscaping, waste cans, and safety and other design features such as bollards to prevent trail users from entering automotive or other traffic inadvertently, or to prevent unauthorized users from accessing trails.

Fencing should be provided in areas where trails and trailheads are close to residential units, or where security or safety is an issue. However, the entire trail system cannot nor will not be completely fenced off to prevent or mitigate access. Access will be controlled by landscaping, limited fencing, and other environmental design.

There are a variety of recreational trails on publicly accessible conservation lands in Leon County. A Geographic Information Systems (GIS) dataset, including categories of trails, has been jointly developed by the City of Tallahassee Parks Department and Leon County Public Works Department. The trails have been mapped utilizing Geographic Positioning System (GPS) data where possible. **Table 4** indicates recreational trails by category and total length as of March 2013.

Table 4: Existing Trails in Leon County by Category and Length as of May 2013.

Category	Length		Category	Length
Boardwalk	0.3		Shared-use Equestrian	4.6
Garden Path	0.3		Horse (Equestrian) Trail	9.7
Hiking Access Trail	0.4		Hiking Trail	24.9
Fitness Trail	0.7		Mountain Bike/Off-road Bicycle Trail	36.9
Access Road	1.1		Paddle Trail	45.9
Other Trail	1.9		Motorcycle Trail	49.6
Access Trail	2.1		Off-Highway Vehicle (OHV) Trail	62.2
Walking Trail	3.9		Shared-use Trail	115.1
			Total	359.6

ACTION PLAN

The original edition of the Greenways Master Plan previously identified a number of areas for land acquisition. Many of these areas have been acquired, and are under active management. In fact, both the City of Tallahassee and Leon County currently have a surplus of land in reserve as greenways and parks that await sufficient funds for development of facilities and amenities so that the public can access these areas safely and without impacting the very resources these areas were acquired to protect. Access to current greenways and parks is often dependent on roads and automobiles, which potentially restricts access to those without access to a car.

Therefore, the emphasis of this plan update is to connect via greenway trails existing and planned greenways, parks, trails, and bicycle facilities to residential areas, schools, colleges, and universities, and significant activity and employment centers such as Innovation Park, FSU's Southwest Campus, and the Capital City Office Complex at Southwood.

Towards this end, 29 greenway trail projects have been identified. Each greenway or greenway corridor is described by name, length, area (if applicable), improvements, and estimated cost. For those projects where land or easement acquisition is proposed, the estimated number of property parcels, primary acquisition method (e.g., fee simple vs. less than fee simple), and land acquisition costs are listed. The total number of proposed trails is approximately 139 miles (78 miles within unincorporated Leon County and 61 miles within the City of Tallahassee).

The origins of these projects vary, and are identified in Table 4 . The Leon County Department of Public Works has proposed a number of greenway trails (Projects 1-9) that are designed to be integrated into stormwater management and other similar projects. Several of these projects have been expanded by the Planning Department beyond their original proposals to make additional connections, and the cost estimates have been revised to reflect this. Projects 10-16 were proposed by the City's Parks, Recreation, and Neighborhood Affairs department. The remainder of the projects come from the original Greenways Master Plan, the Regional Mobility Plan, Blueprint 2000, and public input.

For each greenway trail project this Plan proposes, there is a nominal width of 10' or more, a recommended surface, and additional facilities such as trail crossings, bridges, fencing, and other associated amenities. Trail widths and surfaces for instance vary according to estimated use and physical, environmental, legal, and other constraints and opportunities. The experience of the St. Marks Trail in Leon County is worth considering in that when this trail was first constructed, it had an eight-foot width and a paved surface. Over time, the expanded uses and popularity of this trail, along with deterioration of some segments from roots and poor drainage, warranted a rebuilding of the trail to a nominal 12' width. The City of Tallahassee and Leon County may modify the proposed projects, including their alignments, amenities, and other details as necessary and appropriate.

There are a remaining number of parcels that would make valuable additions to the Greenway program, including Grassy Lake (north of Lake Bradford), Black Swamp, and undeveloped environmentally sensitive lands in the east, north, and southeast parts of the County that have been previously identified by State and local government staff and others. These have been identified in the maps that accompany each proposed project.

Cost Estimates

Estimating costs is necessary in a plan of this scope, and such estimates must ideally include design, permitting, environmental assessment and mitigation, construction, operation, and maintenance costs. The estimated costs used in this plan are average construction costs, based on information obtained from meetings and interviews with local government staff, recreational industry estimates, and other greenways plans, particularly those used in Florida and the southeastern U.S. These estimated costs will vary based on physical location, commodity pricing (e.g., concrete, fuel), extent of project, state and local environmental and other regulations, jurisdiction, personnel costs, and other variables.

As a rule of thumb, it is also recommended that a 20 percent overhead allowance for engineering, design, and costs be included in any cost estimates associated with the implementation of this Plan. This allowance has been included with each project estimate. All costs will be continually evaluated as projects develop, and the estimates in this Plan may vary accordingly.

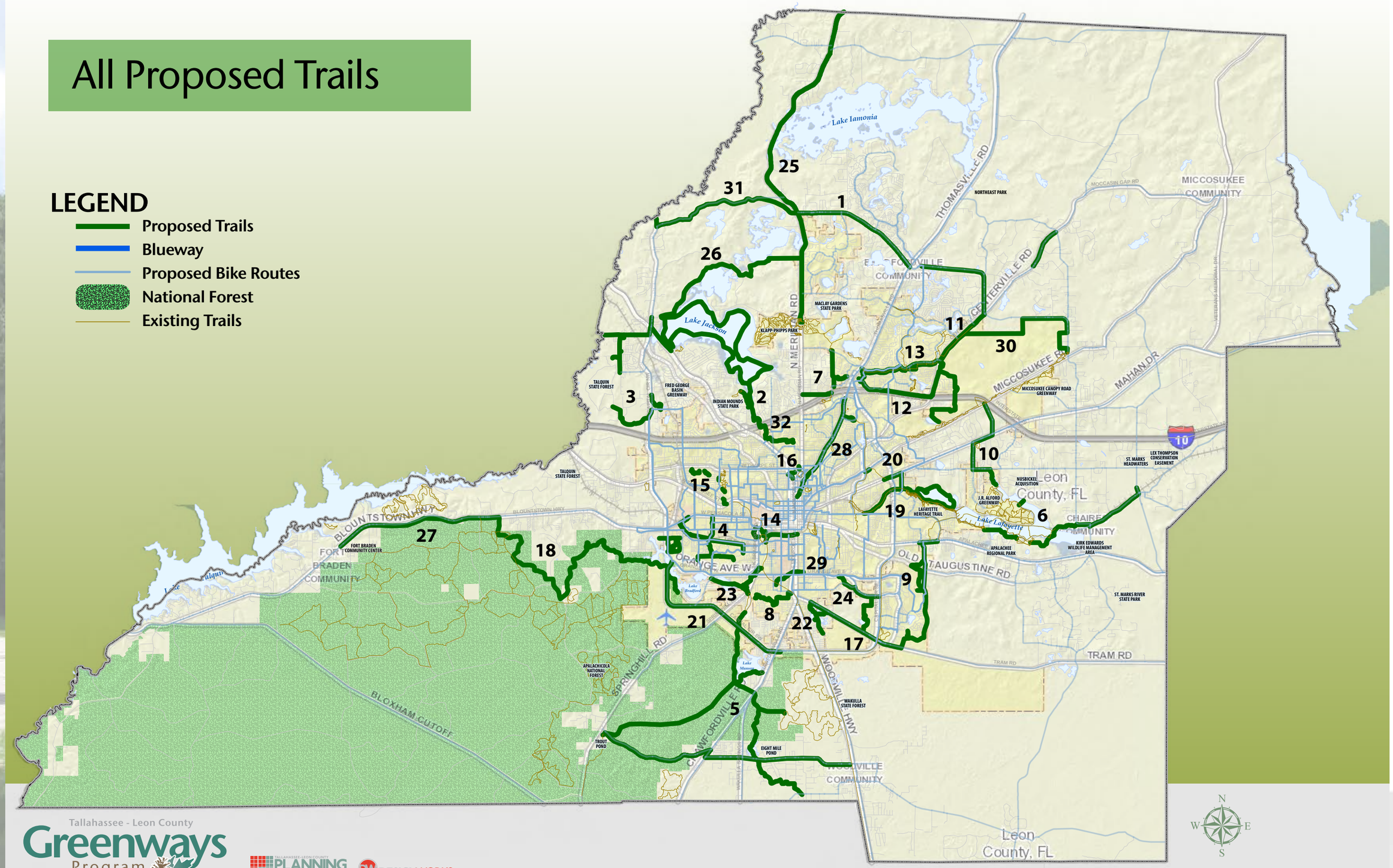
Maintenance costs have not been estimated in this Plan because of the high variability and seasonality of these costs. However, anticipated maintenance costs may include:

- Mowing of grass, with riding or walk-behind equipment.
- Vegetation control rather than mowing. Includes trimming, cutting and pruning of weeds, vines, brush and trees. Also includes spraying or blowing.
- Safety and Security. Includes all maintenance of gates, bollards, signs, 911 call boxes and fences.
- Removal of trash from park-owned receptacles; pick up/disposal of any trash or debris on a trail or trail edges.
- Any work related to erosion and/or stabilization on a trail. Includes drainage, pavement/pothole repairs, vegetative planning, seeding, etc.
- Any maintenance directly resulting from storm damage. May include cleaning of any debris on a trail, cutting/removal of any downed trees or branches, and removal of leaves or other debris. There may be some overlap of work tasks between storm damage and erosion and stabilization.

All Proposed Trails

LEGEND

- Proposed Trails
- Blueway
- Proposed Bike Routes
- National Forest
- Existing Trails



Tallahassee - Leon County Greenways Program

Tallahassee - Leon County PLANNING DEPARTMENT

DESIGNWORKS

Project #1: NE Connector Corridor Greenway - Bannerman Trail

The Northeast Connector Corridor Greenway is a component of the Northeast Connector Corridor project. This project encompasses a holistic approach to transportation capacity improvements, regional mobility, provides connectivity to existing and proposed amenities, and enhances the water quality of the Bradfordville area. These connections will use public lands and corridors unless indicated otherwise.

This project has three greenway components:

1. A shared use path connecting Deer Lake road to the north end of Bull Headley Road. This connection provides a bike/ped route from Killearn Lakes and Golden Eagle subdivisions to Bull Headley Park.
2. A portion of the Meridian Greenway Trail shared use path connecting Summerbrooke Drive to the future Orchard Pond toll road. This connection provides a bike/ped route from the Summerbrooke/Ox Bottom area north to Bannerman Road and points west.
3. A multi-use path along the full length of Bannerman Road as part of the proposed widening and other improvements for the roadway, as well as connecting to regional amenities.

The project described here is a multi-use path along the full length of Bannerman Road (Thomasville to Tekesta) as part of the proposed widening of to four lanes of the entire roadway, as well as connecting to regional amenities. The length of this trail is approximately 4.8 miles.

Existing Improvements

Tekesta Drive is currently designated as a bike route.

Future Improvements

This project is part of a proposal to widen Bannerman Road between Tekesta Drive and Thomasville Road to four lanes, and to construct sidewalks and stormwater drainage on that portion of Bannerman between Tekesta and Meridian Road. The expanded section would have paved shoulders, provisions for future transit, a center landscaped median, and additional landscaping between the edge of pavement and right of way with gentle swales for water quality enhancements and preservation of the more rural character of the area.

As part of this project, a shared use path would be constructed on the north side of Bannerman Road. This path would help link residential and commercial areas to the Bradfordville Community Center, the Northeast Library, Chiles High School, and the Bull Headley Boat Landing for a comprehensive pedestrian and bicycle network. This project provides interconnectivity for all modes from the proposed Orchard Pond toll road to the west, using the Meridian Road Greenway Trail and existing bike and sidewalk networks on Thomasville Road and Velda Dairy Road to the east. This will allow regional travel for bicycles and pedestrians and provide an efficient connection between the Northeast to the Northwest with interconnection to existing pedestrian and bike networks.

The western terminus of this proposed path would be the intersection of Bannerman and Meridian roads. This is also the planned eastern terminus of a proposed five-mile toll road roughly paralleling Orchard Pond Road that would connect Meridian Road and Old Bainbridge Road. This proposed road includes two paved 12-foot traffic lanes, paved five-foot bike lanes, and an adjacent walking-jogging-biking trail. Landscaping would be included, along with several wildlife crossings, and features to reduce stormwater runoff into adjacent lakes that discharge into Lake Jackson. This toll road and associated greenway would provide a shortened route to the Tallahassee Regional Airport and the northwest side of Tallahassee for those living in the city's extreme northeast area. Construction of this project may begin in 2012 or 2013, and would take approximately 1.5 years to build.

If the proposed Bannerman Trail is constructed on the north side of the Bannerman Road alignment, it will provide connections to several large residential subdivisions, including Killearn Lakes and Golden Eagle. A signalized crossing of Bannerman at Preservation Road will allow residents in Ox Bottom and Summerbrooke to access this path. At least 13 standard trail road crossings will be necessary if the north side is selected as the preferred alternative alignment.

According to the Federal Highway Administration, the estimated construction cost of one mile of 10-foot-wide asphalt paved path with signs, minor drainage, and limited urban road crossings is approximately $250,000 per mile. This is also consistent with the Florida Department of Transportation estimates for similar paths. A 12' path, being 20 percent wider, is estimated to cost approximately $300,000/mile.

A recent Planning Development and Environment Study (PD&E study) for the Bannerman Road improvement project estimates the cost for the paved trail west of Tekesta to Meridian Road at $15.5 million. The majority of this cost is land acquisition project.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Paved Trail	4.8 miles	1	$300K/mile for 12' wide pavement	$1,440,000
Preservation Road Signalized Trail Crossing	n/a	1	$15K for a signalized intersection	$15,000
Trail Crossing	n/a	13	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/ thermoplastic	$26,000
SUBTOTAL	4.8 miles (trail)			$1,481,000
			20 percent overhead for engineering design and permitting	$296,200
TOTAL				$1,777,200

Bannerman Trail

Trail Crossings
Estimate $2,000 ea.

Trail Crossing

Estimate $15,000

Trail Crossing
Estimate $2,000

Trail Crossing
Estimate $2,000

Trail Crossing
Estimate $2,000

Trail Crossing

Estimate $2,000

Proposed Trail

Estimate $1,440,000

Trail Crossing
Estimate $2,000

LEGEND

- Bike Route (Existing)
- Bike Route (Proposed)
- Blueway (Proposed)
- Shared Use Path (Existing)
- Shared Use Path (Proposed)
- Trail (Existing)
- Apalachicola National Forest
- City Park
- County Park
- Greenway (Existing)
- Greenway (Proposed)
- State Conservation Area
- City Limits
- County Boundary

Tallahassee - Leon County
Greenways Program

Project #2: Lake Jackson Greenway

The Lake Jackson Greenway is a component of the Lake Jackson Preservation and Mobility Enhancements project. This project encompasses a holistic approach to transportation capacity improvements, regional mobility, provides connectivity to existing and proposed amenities, and enhances the water quality of the Lake Jackson basin. These connections will use public lands and corridors unless indicated otherwise.

The Okeeheepkee Trail consists of approximately one-half mile of trail connecting Okeeheepkee Prairie County Park and Lake Jackson Mounds Archaeological State Park.

Existing Improvements

Okeeheepkee Prairie County Park is a 26-acre parcel owned and managed by Leon County that is located on the western shore of the Meginnis Arm of Lake Jackson. It is a stormwater pond intended for public access. The Lake Jackson Mounds Archaeological State Park is directly north of this park, and it is owned and managed by the State of Florida.

Future Improvements

This greenway project includes a shared use path connecting Okeeheepkee Prairie County Park and Lake Jackson Mounds Archaeological State Park. This proposed path would be 10' wide minimum and surfaced with crushed limestone rock for durability. The only proposed improvements at this time would include signage and bollards to prevent unauthorized vehicular use. Coordination between the State of Florida and the Leon County would be required to fund and construct this trail.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Hard Surface Trail	0.7 miles	1	$100K/mile for 10' wide crushed stone	$70,000
Trailhead	n/a	1	15,000	$15,000
SUBTOTAL	0.7 mile (trail)			$91,000
			20 percent overhead for engineering design and permitting	$18,200
TOTAL				$109,200

Lake Jackson Greenway

Lake Jackson Mounds State Park

Proposed Trail

Estimate $70,000

Okeeheepkee Prairie Greenway

LEGEND

- Bike Route (Existing)
- Bike Route (Proposed)
- Blueway (Proposed)
- Shared Use Path (Existing)
- Shared Use Path (Proposed)
- Trail (Existing)
- Apalachicola National Forest
- City Park
- County Park
- Greenway (Existing)
- Greenway (Proposed)
- State Conservation Area
- City Limits
- County Boundary

Tallahassee - Leon County Greenways Program

Posted at 11:00 p.m. on June 29, 2015

Project #3: Northwest Greenway

The Northwest Greenway is a component of the Northwest Connector Corridor project. This corridor project encompasses a holistic approach to transportation capacity improvements, regional mobility, provides connectivity to existing/proposed amenities (including Blueprint 2000 projects), and increases stormwater capacity to address flooding concerns.

The Northwest Greenway is a collection of three shared use paths that will provide additional access and connectivity between the North Tract of the Ochlockonee River Wildlife Management Area (WMA), part of the Lake Talquin State Forest, to several existing parks and greenways, and other conservation areas for residents in the northwest part of the urban area of Tallahassee. These connections will use public lands and corridors unless indicated otherwise. These three greenway components include:

1. A shared use path or wide sidewalk is proposed along a portion of Old Bainbridge Road and along Tower Road that will connect the Ochlockonee River Landing at the west end of Tower Road to the County's Tower Road Park and to the J. Lee Vause Park at the northwest corner of Lake Jackson.
2. A shared use path or wide sidewalk is proposed south of the County's Tower Road Park along a utility corridor bordering the east side of the North Tract of the Ochlockonee River WMA. A spur will connect through the WMA to the Cypress Pond water feature. Another spur will connect east to Cypress Circle.
3. A shared use path is proposed to connect the Fred George Basin Greenway, through the Park Place Planned Unit Development (PUD) Deer Lake road to the North Tract of the Ochlockonee River (WMA).

To create complete bicycle and pedestrian connections, this corridor project includes the addition of sidewalks and bike lanes along Tharpe Street between Ocala Road and Capital Circle Northwest that will connect to the existing sidewalks and bike lanes along Capital Circle NW, as well as to scheduled bicycle and pedestrian improvements for a portion of this roadway north of Interstate 10.

Existing Improvements

The 19,347-acre Lake Talquin State Forest, managed by the Florida Forest Service, comprises ten main tracts of land, along with several smaller tracts. Most of the forest adjoins the Ochlockonee River and Lake Talquin, the body of water that gives the forest its name. There are nearly 3,000 acres of the Lake Talquin State Forest in western Leon County near Tallahassee. The Ochlockonee River Wildlife Management Area is comprised of two tracts of land, one north of Interstate 10 and the other south. They are part of the Lake Talquin State Forest.

The Fred George Basin Greenway is 161 acres in size, and was acquired as four adjacent tracts in 2009.

The Tower Road park and the Ochlockonee River Landing are owned by Leon County and managed by the County's Division of Parks and Recreation. The Tower Road Park is 5.4 acres in size.

Future Improvements

Tower Road Trail

The Tower Road Trail as proposed is a 1.9 mile long shared use path with a 10' wide crushed stone surface. It is intended to connect the intersection of Old Bainbridge Road and U.S. Highway 27 south to Tower Road, and then west to the Tower Road County Park west to the Ochlockonee River Landing at the west end of Tower Road. This trail will parallel Old Bainbridge Road and Tower Road within the right of way to reduce any necessary road crossings. It will require at least three trail crossings of roadways.

Cypress Pond Trail

The Cypress Pond Trail as proposed is a 1.7 mile long shared use path with a 10' wide crushed stone surface. It is intended to connect the Tower Road County Park south to Stoneler Road, with a spur to the Cypress Pond landing within the North Tract of the Ochlockonee River Wildlife Management Area. Another spur to an existing County stormwater pond on Cypress Circle will provide access to the North Tract from the Autumn Woods subdivision.

This trail will run within a City of Tallahassee utility corridor to the WMA. A trail easement will be required for approximately 1,200' of this trail. The remaining portion of trail within the utility corridor is on property belonging to the State of Florida. Another approximately 1,300' of trail will be required to connect to the Cypress Pond landing within the WMA. This connection will require coordination with the state Florida Forest Service.

Northwest Greenway

Place Park Trail

The Place Park Trail as proposed is a two-mile long, crushed rock shared use path intended to connect the Fred George Basin Greenway, west to a 10-acre proposed County park on the north side of Interstate 10, and then further west to the North Tract of the Ochlockonee River Wildlife Management Area.

A trail crossing will be required at the intersection of Capital Circle NW and Fred George Road, but there is a traffic signal at this location.

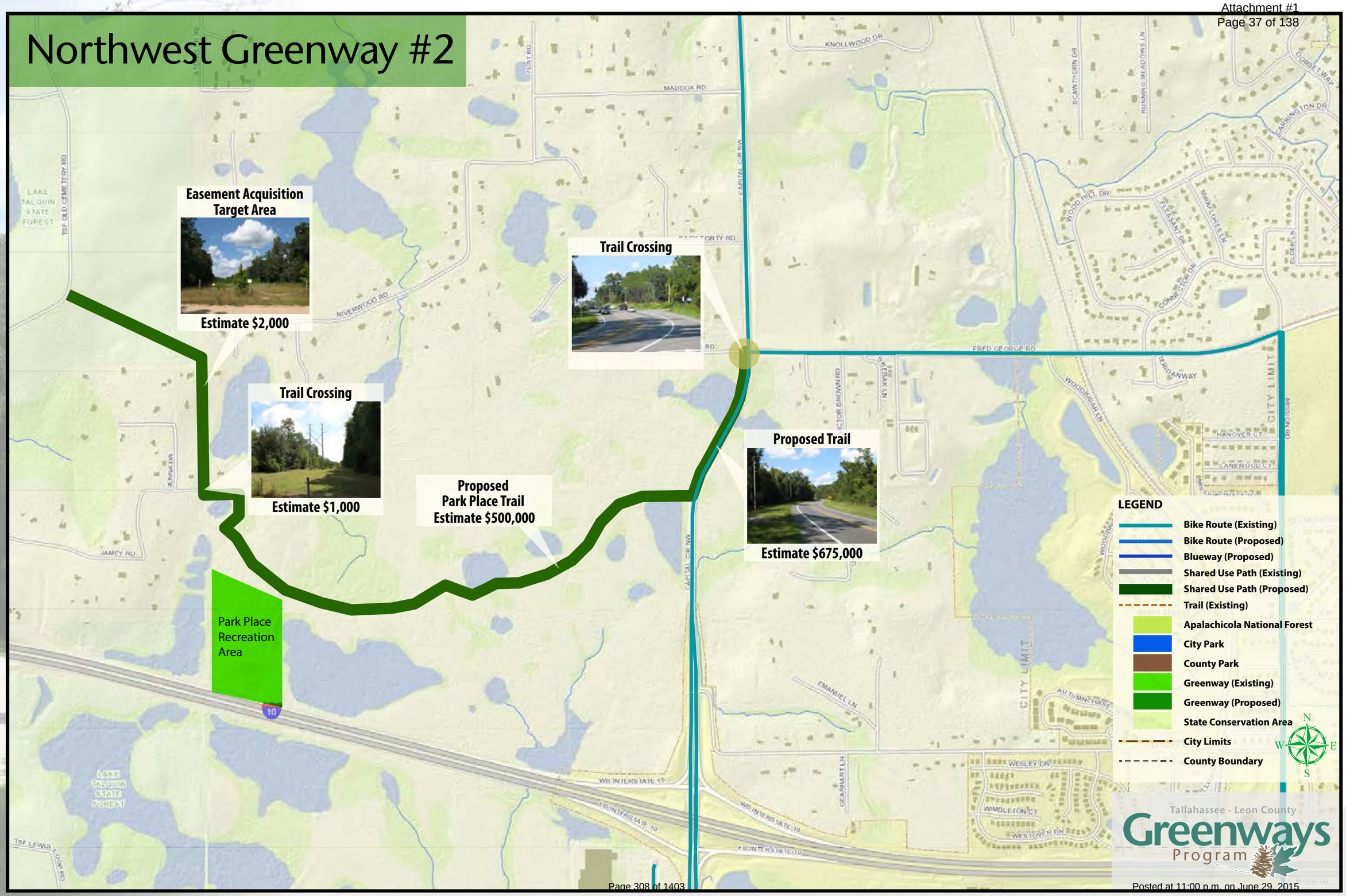
The trail will run south on the west side of Capital Circle to the Park Place development, which is currently exists as a Planned Unit Development (PUD). It will then run to the western boundary of this PUD, and then turn north to connect to the North Tract of the Ochlockonee River Wildlife Management Area. Approximately 1,500' of this trail will connect to the WMA via an existing City of Tallahassee utility corridor, which will require obtaining trail easements from at least four private property owners. Another approximately 1,400' of trail will be required to connect to the existing road network within the WMA. This connection will require coordination with the state Florida Forest Service. These last two trail segments may be constructed as a crushed stone trail to minimize any environmental impacts, and to provide a trail tread or surface appropriate for equestrians and other users.

Estimated Costs

Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Park Place Trail	10' Paved Trail	2.0 miles	1	$250K/mile for 10' wide pavement	$500,000
Fred George Basin Greenway Spur	10' Crushed Stone Trail	0.8 mile	1	$100K/mile for 10' wide crushed stone	$80,000
Cypress Pond Trail	10' Crushed Stone Trail	1.7 miles	1	$100K/mile for 10' wide crushed stone	$170,000
Tower Road Trail	10' Crushed Stone Trail	1.9 mile	1	$100K/mile for 10' wide crushed stone	$190,000
Tower Road Trail	Pedestrian Signals	n/a	1	$200,000	$200,000
various	Trail Road Crossings	n/a	7	Minimum eight signs per crossing @$100/ per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$14,000
	SUBTOTAL	6.4 miles(trail)			$1,154,000
				20 percent overhead for engineering design and permitting	$230,800
	TOTAL				$1,384,800

Northwest Greenway #2



Posted at 11:00 p.m. on June 29, 2015

Project #4: University Greenway

Description

The University Greenway is a component of the Westside Student Corridor Enhancement project. This enhancement project encompasses a holistic approach to transportation capacity improvements, regional mobility, provides connectivity to existing/proposed amenities (including Blueprint 2000 projects), and increases stormwater capacity to address flooding concerns.

The greenway component of this project is intended to enhance mobility through the implementation of the western segment of the Education Quadrant Greenway as identified in the 2004 Greenways Master Plan. The construction of the University Greenway will help link Tallahassee Community College (TCC), Florida State University (FSU), and Florida Agricultural and Mechanical University (FAMU) to Innovation Park, as well as many nearby residential areas. These connections will use public lands and corridors unless indicated otherwise.

The University Greenway is essentially a shared use path between TCC and the east side of FSU's Southwest Campus, with two major spur trails. One spur runs south to Innovation Park through an existing City park, and then connects to another east-west trail that connects Innovation Park to Florida State University's Southwest Campus, including its new intramural field complex. The other spur connects to Pensacola Street along Mabry Street.

Existing Improvements

The Western Drainage Ditch is a channelized earthen ditch with a maintenance road along its length. This ditch, channelized in the early part of the 20th Century in order to control mosquitoes, reduce flooding, and create more developable land in floodprone areas, drains south into Black Swamp and south to Lake Henrietta, and ultimately further south to Eight Mile Pond in the south part of Leon County. An adjacent maintenance road runs along virtually the entire length of this ditch.

The Mabry City Park is a passive-use greenspace area approximately 28 acres in size south of the intersection of Mabry Street and Roberts Avenue. Three earthen stormwater ditches meet just north of this intersection, and then drain south along the east edge of Mabry City Park. The south end of this park is adjacent to the southwestern corner of Innovation Park, a 208-acre research and development incubator park owned and managed by the Leon County Research and Development Authority. Much of the area south, east, and west of Innovation Park is part of the 740-acre FSU Southwestern Campus. This campus includes the FSU Foundation and Research buildings, FAMU-FSU College of Engineering, the Advanced Materials Research building, and two athletic complexes: the Morcom Aquatics Center and Don Veller Golf Course, as well as the WFSU Public Broadcast Center (WFSU-TV and WFSU-FM). In addition, on the north side of this campus is located the National High Magnetic Field Laboratory.

In addition to drainage ditches, open space areas, and state, county, and city-owned lands, there are several large drainage and utility corridors in this part of the urban area of Tallahassee that are owned fee simple by local government. However, there are at least five private properties upon which public access trail easements will need to be acquired.

Pensacola Street between Stadium Drive and Appleyard Drive has been repaved and restriped to include bike lanes.

Future Improvements

University Greenway Trail

The University Greenway Trail as proposed is a three-mile long shared use path with a 10' wide paved surface. It is intended to connect TCC to the east side of FSU's Southwest Campus. Its eastern terminus is the intersection of Levy Avenue and Pennell Circle, which is located at the northwest corner of FSU's Alumni Village. Its western terminus is north of Pensacola Street and east of Progress Drive.

This trail also connects to the west end of Stuckey Avenue, which was rebuilt recently by the City of Tallahassee with bike lanes and sidewalks. Stuckey Avenue terminates east at Lake Bradford Road where it becomes Gamble Street as it continues east of Lake Bradford Road. This section of Gamble Street is anticipated to be improved with bicycle lanes and sidewalks as part of the FAMU Way extension. The improvements to Stuckey Avenue and Gamble Street will provide bicycle and pedestrian connections to both the St. Marks Trail and FAMU to the east from the University Greenway Trail.

This trail will be located to the maximum extent with existing City of Tallahassee utility corridors west of Mabry Street. It will be run along Roberts Avenue east of Mabry Street within the right of way, then running south along the west side of Iamonia Street to its intersection with Levy Avenue. A crossing of Levy Avenue will allow access to the trail from residential areas on the south side of Levy.

Related improvements include:

- A minimum of ten trail crossings of streets and railroad tracks;
- Restriping bicycle lanes on two concrete bridges near the intersection of Mabry and Roberts Avenue.
- A bike/ped bridge over a small stormwater drainage channel at the southeast corner of the intersection of Roberts Avenue and Mabry Street;
- Relocation of a fence on the west side of Mabry Street

Mabry North Spur

The Mabry North Spur Trail as proposed is a 0.8 mile long shared use path with a 10' wide paved surface. It is intended to connect the University Greenway Trail north to Pensacola Street. Based on right of way constraints, a 0.1 mile portion of this trail will be a 10' wide concrete sidewalk along the east side of Mabry Street from its intersection with Roberts Avenue. Extending north, the trail will then turn east into an open utility corridor owned fee simple by the City of Tallahassee. North of the intersection of Mabry Street and Belle Vue Way, the trail will remain in the right of way on the east side of Mabry Street.

Approximately 165' of right of way or a trail easement will need to be acquired on the east side of Mabry Street immediately south of its intersection with Pensacola Street.

Mabry South Spur

The Mabry South Spur Trail as proposed is a 0.7 mile long shared use path with a 10' wide crushed stone surface that runs the length of Mabry Park south to Paul Dirac Drive. (Crushed stone is recommended for this trail because most of Mabry Park is within the 100-year flood zone.) It is intended to connect the University Greenway Trail south to an open utility corridor that connects both to the west side of FSU's Southwest Campus and east to Innovation Park.

This trail will parallel a portion of the Western Drainage Ditch, running along an existing dirt maintenance road. Wooden fencing will be required for safety, but the environmental impact will be minimal. All property along this trail is owned by either local or state government.

Innovation Park Trail

The Innovation Park Trail as proposed is a 1.2 mile long shared use path with a 10' wide paved surface. (Pavement is recommended to minimize erosion since the utility corridor is hilly and is expected to have significant use as this area continues to develop.) It is intended to connect Innovation Park to Florida State University's Southwest Campus via the Mabry South Spur.

This trail will be located within an existing open utility corridor owned by the State of Florida and the Leon County Research and Development Authority. It will require one small bike/ped bridge to cross the Western Drainage Channel, and four trail crossings.

This trail will allow FSU students to access the intramural field complex and other parts of the FSU Southwestern Campus by bicycle, and will also provide bicycle and pedestrian access to Innovation Park, the National High Magnetic Field Laboratory, and FSU's Alumni Village graduate student housing complex.

Drainage Channel Maintenance Road

Estimated Costs

Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
University Greenway Trail	10' Paved Trail	3.0 miles	1	$250K/mile for 10' wide pavement	$750,000
Mabry North Spur Trail	10' Paved & Concrete Trail	0.8 mile	1	$250K/mile for 10' wide pavement and $250/LF for concrete sidewalk	$300,000[4]
Mabry South Spur Trail	10' Crushed Stone Trail	0.7 mile	1	$100K/mile for 10' wide crushed stone	$70,000
Innovation Park Trail	10' Paved Trail	1.4 miles	1	$250K/mile for 10' wide pavement	$350,000
various	Trail Road Crossings	n/a	16	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/ thermoplastic	$32,000
University Greenway Trail	Boardwalk or Bike/ped Bridge	10' x 25'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk would be approximately $200/LF.	$30,000
Mabry South Spur Trail	Boardwalk or Bike/ped Bridge	10 x 60'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk would be approximately $200/LF.	$72,000
University Greenway Trail	Fence relocation	100'	1	n/a	$4,000
Mabry North Spur Trail	Acquire right of way or trail easement	165'	1	n/a	
	SUBTOTAL	**5.9 miles (trail)**			**$1,614,000**
				20 percent overhead for engineering design and permitting	**$322,800**
	TOTAL				**$1,936,800**

[4] (500' of concrete sidewalk 10' wide = $125,000) + (0.7mi of paved trail 10' wide = $175,000) = $300,000.

University Greenway

Posted at 11:00 p.m. on June 29, 2015

Project #5: Pine Flats Greenway

Description

The Pine Flats Greenway is a collection of seven interconnected trails that provide regional mobility and connectivity between the urban area of Tallahassee and the Woodville rural community to existing parks and conservation areas, including Lake Henrietta, Lake Munson, the Lake Munson Preserve Park, the Georgia-Florida-Alabama (GFA) Trail, the Apalachicola National Forest (ANF), the Munson Hills Off-Road Bike Trail, and the County's Eight Mile Pond land acquisition. These connections will use public lands and corridors unless indicated otherwise.

The seven trails include:

1. A shared use path running south from Lake Henrietta around the southwest part of Lake Munson to Crawfordville Highway, and further south through the Apalachicola National Forest to the County's Eight Mile Pond land acquisition.
2. A spur trail to the Gil A. Waters Lake Munson Preserve Park.
3. A spur trail to the Munson Hills Off-Road Bike Trail.
4. A shared use path between Lake Munson and Trout Pond, which is at the head of the 2.4 mile GFA Trail.
5. A shared use path between Trout Pond and Crawfordville Highway along L.L. Wallace Road.
6. A shared use path paralleling Oak Ridge Road.
7. A shared use path extending south from Oak Ridge Road to Sunflower Road.

New trails partially or wholly located on U.S. Forest Service (USFS) property (Apalachicola National Forest) will be constructed, managed, and maintained in coordination with the USFS.

Existing Improvements

The County's Lake Henrietta Park is a stormwater facility with a 1.2 mile 10' wide shared use path that encircles the lake. A bike/ped bridge and connector trail leads east to the City's Silver Lake Park on North Ridge Road

Lake Munson is a shallow reservoir on the southeast side of Tallahassee. Lake Henrietta drains into Lake Munson. Historically known as Munson's Mill Pond as early as the 1840s, a permanent dam was constructed in 1950. From 1934 to 1984, Lake Munson received outflow from the Tallahassee waste water system. In 1982 the Florida Department of Environmental Protection classifying the lake as hypereutrophic and as the seventh most degraded lake in Florida.

As of 2012, the lake no longer receives sewage effluent. Cypress and willow trees line the lake, and egrets, Wood Storks, and Limpkin are often found foraging along the shoreline. Bass fishing is a local activity in the lake, and a boat ramp is provided at the Gil A. Waters Lake Munson Preserve Park.

The Georgia-Florida-Alabama (GFA) Trail is a proposed trail that would connect Tallahassee to Carrabelle, Florida through the Apalachicola National Forest. A 2.4 mile paved segment of the GFA has been constructed by the U.S. Forest Service (USFS), and the trailhead for this segment is located at Trout Pond just off Springhill Road south of the Tallahassee urban area.

The Munson Hills Off-Road Bike Trail is a 7.5 mile singletrack off-road bicycle trail system that is located on the ANF and managed by the USFS. It is currently accessible from the St. Marks Historical Rail Trail (also known locally as the St. Marks Trail).

The Eight Mile Pond property is a recent County land acquisition that is intended to become a park. This property, which receives stormwater runoff from Lake Munson, was purchased and dedicated to the County by Florida Gas Transmission Company, LLC for environmental mitigation.

Future Improvements

Pine Flats Trail

The Pine Flats Trail is a 5.8 mile long shared use path with a 10' wide stabilized[3] natural surface. It is intended to connect the Lake Henrietta County Park south to the future Eight Mile Pond County Park via Lake Munson and Rivers Road. This trail will utilize an existing maintenance road along a drainage channel that empties into Lake Munson, as well as an existing USFS trail on the west side of Lake Munson. The segment along Rivers Road, which is a low-traffic local road of substandard width, will require a stabilized shoulder for bicyclists and pedestrians.

A new trail will be required from Crawfordville Highway south to Eight Mile Pond along the existing drainage channel, and if this trail is routed on the west side of the channel, at least three boardwalks or bike/ped bridges will be necessary. These will need to have a minimum width of 10'.

Lake Munson Spur Trail

The Lake Munson Spur Trail is a 1.2 miles long shared use path with a 10' wide stabilized natural surface that follows the south shore of Lake Munson from a trailhead at the west end of Rivers Road east to the Gil A. Waters Lake Munson Preserve Park. Depending on the exact alignment, a segment in the southwest corner of Lake Munson shoreline may require a 1,000' long boardwalk. The trail will be located on USFS and County property.

Munson Hills Spur Trail

The Munson Hills Spur Trail is a 0.8 miles long singletrack bicycle trail that connects to the Munson Hills Off-Road Bicycle Trail. It will have a stabilized natural surface intended primarily for bicyclists, and will be located on USFS property.

Trout Pond Trail

The Trout Pond Trail is a five-mile long trail with a 10' wide stabilized natural surface. It is intended to connect a proposed trailhead at the west end of Rivers Road south and west to the U.S. Forest Service's Trout Pond recreational area. This area is also the trailhead for the existing 2.5 mile GFA Trail that is owned and managed by the USFS. This trail will be located on USFS property.

3 A stabilized natural surface trail has a soil surface that is mechanically stabilized for recreational users. It is recommended for environmentally sensitive areas where an impervious surface would not be permitted, or where mitigation measures would be cost-prohibitive.

L.L. Wallace Road Trail

The L.L. Wallace Road Trail is a 3.9 mile long stabilized natural surface trail that will be a stabilized shoulder for bicyclists and pedestrians. It is intended to connect Crawfordville Road west to the Trout Pond Recreation Area. . L.L. Wallace Road is a County road located within the Apalachicola National Forest and on private property. Because approximately three miles of this trail will traverse USFS property, this project will require coordination between Leon County and the U.S. Forest Service, and, eight or nine private property owners.

Oak Ridge Trail

The Oak Ridge Road is a 5.2 mile paved shared use path with a 10' wide stabilized natural surface. It is intended to parallel Oak Ridge Road, which currently has no shoulders, bike lanes, or sidewalks. This trail will give a large number of residential areas a transportation option other than automobiles, and will allow residents to access the Eight Mile Pond County Park, the Apalachicola National Forest, the St. Marks Trail, and the commercial corridor of Woodville.

Leon County Public Works has also proposed a stabilized shoulder for Oak Ridge Road which would make it more accessible to bicyclists, and would increase the safety of vehicles using this road. This project could be an initial phase that would increase usability of this roadway for non-vehicular users, and a shared use trail could be constructed later based on public input and need.

Sunflower Trail

The Sunflower Trail is a 2.5 mile long shared use path with a 10' wide crushed stone surface. The trail will connect the Oak Ridge Trail to Sunflower Road, which is proposed as a bike route. It is intended to parallel a drainage channel and associated wetland system leading south to Ames Sink, and proceed further south through a string of County-owned properties southeast of Ames Sink. This connection will allow residents south of Oak Ridge Road to access by bicycle or foot the Eight Mile Pond County Park, the Apalachicola National Forest, the St. Marks Trail, and the commercial corridor of Woodville.

This trail will require public access easements from an approximately minimum 20 property owners. The estimated cost of these easements is not calculable at this time.

St. Marks Trail

Estimated Costs

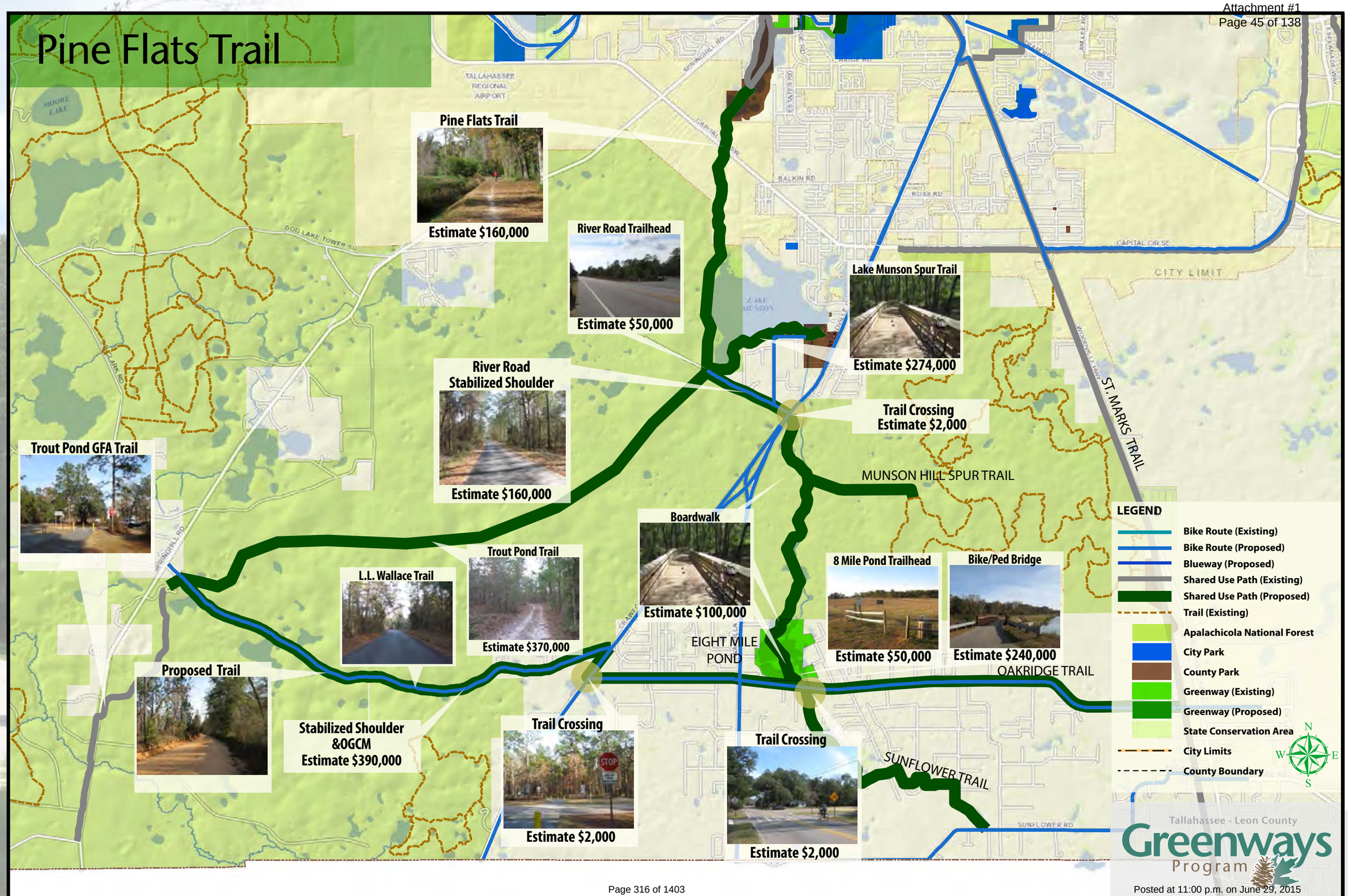
Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Pine Flats Trail	10' wide stabilized natural surface trail	5.8 miles	1	$74K/mile for 10' wide stabilized natural surface	$429,200
Pine Flats Trail	4' stabilized shoulder along Rivers Road	4,000'	1	$40/LF for stabilized road shoulder	$160,000
Pine Flats Trail	Boardwalk or Bike/ped Bridge	500' total (2 x 50' & 1 x 400')	3	$200/LF 10' wide boardwalk	$100,000
Pine Flats Trail	Rivers Road Trailhead w/ fenced parking area, signage	n/a	1	$50,000 for small parking area, fencing, signage	$50,000
Pine Flats Trail	Eight Mile Pond Trailhead w/ fenced parking area, signage	n/a	1	$50,000 for small parking area, fencing, signage	$50,000
Lake Munson Spur Trail	10' wide stabilized natural surface trail	1.0 miles	1	$74K/mile for 10' wide stabilized natural surface	$74,000
Lake Munson Spur Trail	Boardwalk or Bike/ped Bridge	1,000'	1	$200/LF 10' wide boardwalk	$200,000
Munson Hills Spur Trail	Singletrack bicycle trail	0.8 mile	1	$15K/mile	$12,000
Trout Pond Trail	10' wide stabilized natural surface trail	5.0 miles	1	$74K/mile for 10' stabilized natural surface	$370,000
Trout Pond Trail	Exotic Invasive Plant Control	n/a	45 ac	$4,000/acre	$180,000
L.L. Wallace Road Trail	10' wide stabilized natural surface trail	3.9 miles	1	$74K/mile for 10' stabilized natural surface	$390,000
Oak Ridge Trail	10' wide paved trail	5.2 miles	1	$250K/mile for 10' wide pavement	$1,300,000
Oak Ridge Trail	Pedestrian Signals	n/a	2	$150,000	$300,000
Oak Ridge Trail	Boardwalk or Bike/ped Bridge	200'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk or walkway attached to the existing bridge would be approximately $200/LF.	$240,000
Sunflower Trail	10' crushed stone Trail	2.5 miles	1	$100K/mile for 10' wide crushed stone	$250,000
various	trail road crossings	n/a	3	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	6,000
	SUBTOTAL	**24.2 miles (trail)**			**$4,111,000**
				20 percent overhead for engineering design and permitting	**$822,200**
					$4,933,200

Alternatives

The Pine Flats Trail will require a crossing of Crawfordville Highway at or near the intersection of Rivers Road. Because Crawfordville Road is a four-lane principal arterial roadway, a safe crossing may require a signal at this intersection. An alternative would be a crossing somewhere within ½ mile south of this intersection. Crawfordville Highway is divided by a grassed median within this distance of the intersection, and trail users could more safely cross this road if they were able to look for a gap in oncoming traffic in only one direction. Another alternative that has been proposed would be a "land bridge" designed for multiple users. This land bridge could be located at a major utility corridor that crosses Crawfordville Highway ½ mile south of the intersection with Rivers Road. No costs have been estimated for this proposal at this time.

Pine Flats Trail



Posted at 11:00 p.m. on June 29, 2015

Project #6: Lafayette Greenway

Description

The Lafayette Greenway, also identified as the Lafayette and St. Marks Linear Regional Park, incorporates a holistic approach to regional mobility and provides connectivity to existing/proposed recreational amenities (including Blueprint 2000 projects). This project provides connectivity by linking the public recreation lands that encompass more than 7,200 acres east of Capital Circle SE with trails and boardwalks. These connections will use public lands and corridors unless indicated otherwise.

The Lafayette Greenway is a collection of six trails that will provide additional access and connectivity between several existing parks, greenways, and other conservation areas that comprise the majority of the Lake Lafayette system (Upper Lake Lafayette, Piney Z Lake, Alford Arm, Lake Lafayette, and Lower Lake Lafayette.) These six greenway trail components (from west to east) include:

1. A shared use path or trail along the circumference of Upper Lake Lafayette with a spur connection to Weems Road.
2. A shared use path or trail connecting the north side of the J.R. Alford Greenway to the Goose Creek County Park.
3. A boardwalk connecting the J.R. Alford Greenway east to the 174-acre Nusbickel property on the east side of Alford Arm.
4. A shared use path with a section of boardwalk over Lower Lake Lafayette that connects the existing Lafayette Heritage Trail to the Apalachee Regional Park, and U.S. Highway 27 and the residential areas south of this highway.
5. A boardwalk across Lower Lake Lafayette to an existing County boat ramp on the north shore at the western end of Road to the Lake, connecting to a trail that runs to the east end of Daniel B. Chaires Community Park.
6. A shared use path that parallels Chaires Cross Road from Green Oak Drive south east along Capitola Road to Baum Road and the unincorporated community of Capitola.

Existing Improvements

Lake Lafayette is a prairie lake located in eastern Tallahassee, Leon County, Florida with U.S. Highway 27 running close along its south side. The Lake Lafayette Basin is considered to be one of the premier paleoarchaeological sites in Florida, and is surrounded by archaeological sites. A large number of Native American mounds surround the lake; one excavated mound is currently displayed at the Florida Museum of Natural History. The large middens on Lake Piney Z, and the Temple Mounds at Fallschase are of particular interest. Native American settlements are common in the Lafayette Basin, and Hernando de Soto spent the first Christmas in the New World at one of these sites.

Lafayette Basin once functioned as a temporary, or ephemeral, lake, much like Lake Miccosukee and Lake Iamonia where water was frequently exchanged between the lake basin, the Floridan Aquifer (through sinkholes) and the St. Marks River through a series of connecting sloughs. Lake Lafayette functioned as one hydrological unit until 1948, when the owners of Piney Z Plantation constructed two earthen dikes in the middle of the lake and turned the central part of Lake Lafayette into a farm pond. More dikes were constructed, including a railroad line along the northern shoreline and across the mouth of Alford Arm. These dikes and other modifications created Upper Lake Lafayette, Piney Z Lake, Lower Lake Lafayette, and the Alford Arm. This also began the process by which the various isolated parts of the lake began to turn into vegetated marsh areas, required active management to try to maintain open areas and to remain attractive to wildlife and recreation.

A majority of the Lake Lafayette system, including Upper Lake Lafayette, Piney Z, Lake Lafayette, and most of Lower Lake Lafayette, as well as portions of the surrounding upland areas and Alford Arm, are owned by state or local government. Managed areas include (east to west):

- Tom Brown Park (304 acres)
- Lafayette Heritage Trail (798 acres)
- J.R. Alford Greenway (874 acres)
- Goose Creek County Park (45 acres)
- Observation Pointe/Goose Creek Connector (12 acres)
- Nusbickel property (174 acres) on the east side of Alford Arm, acquired by Leon County for conservation purposes in 2012
- Apalachee Regional Park (158 acres), adjacent to the Leon County Solid Waste Management Facility (600 acres), which has a natural vegetated buffer area adjacent to Lower Lake Lafayette
- Daniel B. Chaires Community Park (125 acres)
- Kirk L. Edwards Wildlife Management Area (1,712 acres). This includes the Wood Sink acquisition 1,063 acres).
- St. Marks Headwaters Greenway (753 acres), and
- Lex Thompson Conservation Easement (133 acres)

Tom Brown Park and the Lafayette Heritage Trail are interconnected by an existing system of natural surface trails, including multipurpose and singletrack trails. There are also extensive existing trail systems in the J.R. Alford Greenway and the Apalachee Regional Park.

The City of Tallahassee has identified funding for a bike/ped bridge over the CSX railroad track separating the Lafayette Heritage Trail from the J.R. Alford Greenway, and is in the process of soliciting bids for its design and construction.

The Lafayette Passage Paddling Trail

This trail is a 7.8 mile round trip from the boat ramp at Piney Z Lake, or a 6 mile round trip from the boat ramp at the end of “Road to The Lake” in Chaires. This blueway is maintained by the City of Tallahassee’s Parks and Recreation Department.

Future Improvements

Upper Lake Lafayette Trail

The Upper Lake Lafayette Trail is a four-mile long shared use path with a 10' wide crushed stone surface. It is intended to connect to Weems Road, and spur trails could easily connect to the Weems Plantation and Fallschase residential subdivisions. At least two small bike/ped bridges will be necessary to ford the existing water course.

Goose Creek Trail

The Goose Creek Trail is a 0.6 mile long shared use path with a 10' wide crushed stone surface. It is intended to connect the J.R. Alford Greenway to Buck Lake Road through the Observation Pointe/Goose Creek Connector and the Goose Creek County Park (presently undeveloped). This trail will provide a connection between the Goose Creek residential subdivision and other residential areas along and north of Buck Lake Road to the J.R. Alford Greenway and points south, east, and west of this greenway.

Apalachee Regional Park Trail

The Apalachee Regional Park Trail is a three-mile long shared use path with a 10' wide crushed stone surface that includes a boardwalk approximately 4,800' in length across a portion of Lake Lafayette. It is intended to connect Tom Brown Park and the Lafayette Heritage Trail east to the Apalachee Regional Park, and to residential areas south of this area.

Wood Stork Trail

The Wood Stork Trail is a 0.6 mile long shared use path with a 10' wide crushed stone surface that includes a boardwalk approximately 2,700' in length across a portion of Lower Lake Lafayette. It is intended to connect the Apalachee Regional Park to the Chaires area on the north side of Lower Lake Lafayette via the County's boat landing at the west end of Road to the Lake Road, and to eventually connect to the Daniel B. Chaires Community Park.

Daniel B. Chaires Connector Trail

The Daniel B. Chaires Connector Trail is a 0.8 mile long shared use path with a 10' wide crushed stone surface that is intended to connect the Chaires Connector Trail leading from the Apalachee Regional Park to the Daniel B. Chaires Community Park. This trail will require a signed trail crossing across the Road to the Lake Road where it currently crosses the active CSX railroad line.

Chaires - Capitola Trail

The Chaires - Capitola Trail is a 3.1 mile long 10' wide boardwalk that is intended to connect the Daniel B. Chaires Community Park to the Kirk L. Edwards Wildlife Management Area and the St. Marks Headwaters Greenway. A boardwalk is recommended because of the extensive wetlands in this area, and the lack of area adjacent to the roadway for a paved trail or path. This path would parallel Capitola Road and require, depending on its location, at least four trail crossings, including a signed trail crossing north of Capitola Road where the trail would cross the active CSX railroad line.

Trail Crossing

Alford Arm Boardwalk

The Alford Arm Boardwalk is a 10' wide boardwalk approximately 1,100' in length that will connect the J.R. Alford Greenway across Alford Arm to the 174-acre Nusbickel property that was purchased by Blueprint 2000 to provide additional greenspace around Lake Lafayette. The boardwalk will be located upon the remnants of one of the old man-made dikes that were created across the Alford Arm to provide access to the J.R. Alford Greenway before it was purchased for public use. Like the other boardwalks across portions of Lake Lafayette that are proposed for this project, this boardwalk will require an engineered design that can be constructed upon mucky, wet soils, and withstand fluctuating water levels and buildups of floating vegetation. These designed features will likely substantially increase the cost of these boardwalks.

The Lafayette Heritage Trail Park Pedestrian Bridge is intended to provide a safe connection between the Lafayette Heritage Trail Park and the J R Alford Greenway. This bridge, which is a City project, will cross over the existing CSX railroad, connecting the easternmost trail on the Lafayette Heritage Trail to the J.R. Alford Greenway. This project is currently fully funded and is expected to be constructed in mid to late 2013.

Estimated Costs

Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Upper Lake Lafayette Trail	10' crushed stone trail	4.0 miles	1	$100K/mile for 10' wide crushed stone	$400,000
Upper Lake Lafayette Trail	Bike/ped bridge	10' x 30'	2	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk would be approximately $200/LF.	$72,000
Goose Creek Trail	10' crushed stone trail	0.6 mile	1	$100K/mile for 10' wide crushed stone	$60,000
Apalachee Regional Park Trail	10' crushed stone trail	0.6 miles	1	$100K/mile for 10' wide crushed stone	$60,000
Apalachee Regional Park Trail	10' boardwalk	4,800'	1	$650/LF for 10' wide Engineered Boardwalk	$3,120,000
Wood Stork Trail	10' crushed stone trail	0.1 mile	1	$100K/mile for 10' wide crushed stone	$10,000
Wood Stork Trail	10' boardwalk	2,700'	1	$650/LF for 10' wide Engineered Boardwalk	$1,755,000
Daniel B. Chaires Connector Trail	10' crushed stone trail	0.7 mile	1	$100K/mile for 10' wide crushed stone	$70,000
Chaires - Capitola Trail	10' boardwalk	2.2 miles	1	$200K/LF for 10' wide wooden boardwalk	$2,323,200
Alford Arm Boardwalk	10' boardwalk	1,100'	1	$650/LF for 10' wide Engineered Boardwalk	$715,000
Various trails	trail crossing	n/a	6	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$12,000
	SUBTOTAL	**9.8 miles (trail)**			**$8,597,200**
				20 percent overhead for engineering design and permitting	**$1,719,440**
	TOTAL				**$10,316,640**

The construction of boardwalks across portions of Lake Lafayette, while technically feasible, will require engineered foundations, raised portions for boat passage, and special permitting. This could substantially increase the price of these improvements. A more detailed engineering feasibility study will be required for this trail segments to better estimate construction costs in these environmentally sensitive areas, as well as specific permits and any required mitigation.

Lafayette Greenway

Trail Crossing

Estimate $2,000

Bike/Ped Bridge (2)

Estimate $72,000

Goose Creek Trail

Estimate $60,000

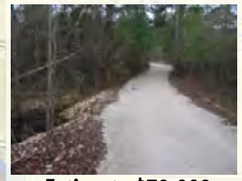
Alford Arm Boardwalk

Estimate $715,000

Upper Lake Lafayette Trail

Estimate $400,000

Daniel B. Chaires Connector Trail



Estimate $70,000

Chaires Capitola Trail

Estimate $2,323,200

Apalachee Regional Park Trail Boardwalk

Apalachee Regional Park Trail
Estimate $3,120,000

Apalachee Regional Park Trail

Estimate $60,000

Woodstork Trail

Estimate $1,765,000

Trail Crossing over railroad

Trail Crossings

LEGEND

- Bike Route (Existing)
- Bike Route (Proposed)
- Blueway (Proposed)
- Shared Use Path (Existing)
- Shared Use Path (Proposed)
- Trail (Existing)
- Apalachicola National Forest
- City Park
- County Park
- Greenway (Existing)
- Greenway (Proposed)
- State Conservation Area
- City Limits
- County Boundary

N W E S

Tallahassee - Leon County
Greenways Program

Project #7: Timberlane Greenway

Description

The Timberlane Greenway is a system of three shared use paths or trails that connect the Timberlane Greenway north to Alfred B. Maclay Gardens State Park, and to the Meridian Greenway, the Market Square commercial district, the Village Commons Shopping Center, and the Maclay Hammock neighborhood. These trails use a combination of utility easements on private land and publicly owned property, including road rights of way and greenway land acquisitions acquired for multiple purposes, including trail connections.

Existing Improvements

Existing improvements include the 72-acre Timberlane Greenway, which included three tracts in two separate land acquisition projects. The Timberland Greenway helps protect the Timberlane Ravine system, one of several natural ravines created by springfed water courses that drain into Lake Jackson.

The Alfred B. Maclay Gardens State Park is a 1,176-acre Florida State Park, botanical garden, and historic site. Dedicated to the public in 1953, the western half of the park is a popular destination for bicyclists, runners, hiker, and equestrians.

At least two trail segments will be located on a mix of utility, drainage, and conservation easements presently owned by the City of Tallahassee and Leon County, as well as at least two parcels owned by the City.

A sidewalk exists along the south side of Timberlane Road.

Future Improvements

Timberlane Trail

The Timberlane Trail as proposed is a 1.3 mile long shared use path with a 10' wide crushed rock surface that is intended to connect Timberlane Road to Maclay Road through an electric utility corridor on public and private property. This trail will require a signed crossing of Timberlane Road approximately 400' east of the intersection of Timberlane Road and Timberlane School Road. It will also require an approximately 30' bike/ped bridge over a concrete stormwater drainage structure, and removable bollards where it intersects public roads to prevent unauthorized vehicular access.

Off-road bicyclists and local residents have been using this route for a decade or longer, but a series of necessary trail easements will have to secured to allow legal public access of the corridor between Timberland Road and Maclay Road. This will require negotiations with individual private landowners and the City of Tallahassee for the trail easements, which will have to be acquired preferably without the use of eminent domain.

An alternative solution is for local government to purchase this corridor. However, because of the possible concern over local government building a road along this corridor, this option is not recommended unless this concern can be mitigated.

A sidewalk is planned along Timberlane School Road between Timberlane Road and Live Oak Plantation Road. This sidewalk should be built wide enough to provide bike/ped access to the Timberlane Ravine Greenway from residential areas north and south of this greenway.

Market Square Spur Trail

The Market Square Spur Trail as proposed is a 0.4 mile long shared use path with a 10' wide crushed rock surface that is intended to connect the Timberlane Trail east to Maclay Boulevard, and the Market Square mixed use area. This will provide an alternative access for residents and other bicyclists and pedestrians to patronize this area and its mix of services and goods. It can also provide an alternative non-automotive route for school children to access the Gilchrist Elementary School from nearby neighborhoods. An existing City of Tallahassee electric utility substation is located between the Timberlane Trail and Maclay Boulevard. The Market Square Spur Trail can be routed along the southern portion of the substation, which will require that an existing fence be moved approximately 15-20' north within a grassed open area.

Middlebrooks Spur Trail

The Middlebrooks Spur Trail as proposed is a one (1) mile long shared use path with a 10' wide stabilized natural surface that is intended to connect the Timberlane Trail west to the Meridian Trail via the Timberland Ravine Greenway and along a utility corridor. It too will provide an alternative access for residents and other bicyclists and pedestrians to patronize the Market Square area and its mix of services and goods. This spur trail is also a segment of the Meridian Greenway.

Timberlane Greenway Trailhead

The Timberlane Greenway is an existing 72-acre greenway acquisition that is accessible from Timberlane School Road, and will be accessible from Meridian Road when the Middlebrooks Spur Trail is completed. The management plan for this greenway locates a small trailhead on the west side of Timberlane School Road, south of its crossing under I-10.

Maintenance Road on the North Side of Timberlane Road

Estimated Costs

Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Timberlane Trail	10' wide Hard Surface Trail	1.3 miles	1	$100K/mile for 10' wide crushed rock	$130,000
Timberlane Trail	Boardwalk or Bike/ped Bridge	30'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$36,000
Market Square Spur Trail	10' Hard Surface Trail	0.5 mile	1	$100K/mile for 10' wide pavement	$50,000
Middlebrooks Spur Trail	10' Stabilized Natural Surface Trail	1 mile	1	$74K/mile for 10' wide pavement	$74,000
Middlebrooks Spur Trail	Boardwalk or Bike/ped Bridge	50'		Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$60,000
Timberlane Ravine Greenway	Trailhead	n/a	1	$50,000 for small parking area, fencing, signage	$50,000
	Trail Crossing		2	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$4,000
	SUBTOTAL	**2.8 miles (trail)**			**$404,000**
				20 percent overhead for engineering design and permitting	$80,800
	TOTAL				**$484,800**

Timberlane Greenway

Project #8: Dr. Charles Billings Greenway

Description

The Dr. Charles Billings Greenway is intended to connect the Lake Henrietta County Park to the St. Marks Trail via Silver Lake City Park, Jake Gaither Golf Course, Bellaire Wetland Preserve, and the City's conservation area west of the intersection of South Adams Street and Bragg Street. The focus of this greenway is to connect parks, open space, and the Jake Gaither Golf Course via a greenway and greenway trail, and to promote recreational opportunities and economic development in the southern part of the community. These connections will use public lands and corridors unless indicated otherwise.

This project honors the memory of Dr. Charles Billings, city commissioner and FSU professor, who was an advocate for the south side of Tallahassee.

Existing Improvements

The Lake Henrietta County Park currently has a circular 1.3 mile paved multi-use trail. A concrete and steel foot bike/ped bridge, boardwalk, and a 0.2 mile hard surface (crushed stone) multi-use trail connecting the east side of Lake Henrietta to North Ridge Road was completed in 2010.

A natural-surface maintenance trail runs along the West Ditch intersecting the Jake Gaither Golf Course.

Future Improvements

Phase I: Bike Route Connection

A bike route connection is proposed for designation between Silver Lake City Park and the St. Marks Trail. Approximately 1.5 miles of existing local and minor collector roads would be designated as part of the City/County bike route network. These roads are low-speed, low-traffic roads. Improvements would be limited to standard bike route signage for this route.

Phase II: Shared Use Path

The Dr. Charles Billings Greenway as proposed is a 2.2 mile long, 10' wide, paved shared use path/multi-use trail between Lake Henrietta County Park and the St. Marks Trail via Silver Lake City Park, Jake Gaither Golf Course, Bellaire Wetland Preserve, and the City's conservation area west of the intersection of South Adams Street and Bragg Street.

Trail crossings would be required at North Ridge Road, Tropicaire Street, and Fleetwood Avenue. These crossings would require signage and pavement markings similar to those where the St. Marks Trail crosses existing roadways. Estimated cost = $1,600-$2K each (minimum eight signs @$100/per, and $800-$1,200 for reflective pavement paint/plastic). The crossing at North Ridge Road would require a short dogleg trail to minimize the roadway crossing and some additional signage. This distance would be approximately 90'.

Approximately two miles of hard surface (pavement or a combination of pavement and crushed stone in those areas where pavement would not be required) from Silver Lake City Park eastward through the Jake Gaither Golf Course, the Bellaire Wetland Preserve, and the City's conservation area west of the intersection of South Adams Street and Bragg Street.

A boardwalk or stabilized natural surface trail approximately 500' in length with a 10' prefabricated bike/ped bridge section would be required to traverse a wetland area at the eastern end in the area where the conservation easement area exists.

With the exception of this conservation easement (which allows a public-access passive park), all property along the proposed route is owned fee simple by local government (City of Tallahassee). Sufficient right of way, including parks, greenways, and other lands acquired for flood control, exists to construct this project.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Bike Route	1.5 miles	20 signs	$100 per installed bike route sign	$2,000
Trail Crossings	n/a	3	Minimum eight signs per crossing @$100/ per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$2,000
Trail Extension for Crossing of North Ridge Road	Approximately 10' x 90'	1	$250,000/mile for10' wide pavement	$5,000
Hard Surface Trail	2 miles	1	$250,000K/mile for 10' wide pavement or $80K-$120K for 10' wide crushed stone	$500,000 for pavement or $200,000 for granular/ crushed stone
Boardwalk	14' x 500'	1	$200/LF	$100,000
SUBTOTAL	2 miles (trail)			$609,000 (paved)
			20 percent overhead for engineering design and permitting	$121,800
TOTAL				$730,800

Alternatives

A mix of bike routes and trail section may prove the most feasible route, depending on physical and financial constraints, or one or more proposed trail sections may be rerouted to take advantage of existing roads and available right of way.

Dr. Charles Billings Greenway

Project #9: Southwood Greenway

Description

The Southwood Greenway project is intended to expand regional bike/ped mobility and to provide connectivity between several existing greenways and parks from several large residential areas, including the St. Marks Trail, Southwood, Tom Brown Park, and the Lafayette Heritage Trail.

This project is a system of shared use paths that will connect the St. Marks Trail via the Tram Road Trail to Southwood and north to Tom Brown Park and the Lafayette Heritage Greenway Trail via the Goose Pond Trail. The portion that is the Southwood Greenway runs from Tram Road to Apalachee Parkway. These connections will use public lands and corridors unless indicated otherwise.

The combined length of this proposed path or trail, including two alternative alignments, is approximately 3.6 to six miles, depending on the alignment.

Existing Improvements

As of late 2012, there are 5.4 miles of existing shared use paths within the Southwood subdivision that are part of this development's system of nature trails. These are privately owned and maintained, but they are accessible to the public as part of Southwood's open space holdings. There are sidewalks along almost all of the roads in Southwood, and bike lanes have been included along the arterial and collector roadways within this area.

The Lafayette Heritage Greenway Trail and the Goose Pond Trail are currently owned and managed by the City of Tallahassee.

The Tallahassee/St. Marks Historic Railroad Trail runs south from Florida's capital city past the Apalachicola National Forest and on to the coastal community of St. Marks. Through the early 1900's, this historic railroad corridor was used to carry cotton from the plantation belt to the coast for shipment to textile mills in England and New England. Today, as a paved trail, it provides a facility for road bicyclists, walkers and skaters. It also provides opportunities for horseback riding on the adjacent unpaved trail, and access to the Munson Hills Off-Road Trail system in the National Forest.

A new multi-use trail on east side of Capital Circle SE runs to the St. Marks Trail at Woodville Highway. Trailhead is 1/10 mile south of Capital Circle.

Future Improvements

This project will consist of a series of shared use path segments and bike lanes along segments of School House Road, Biltmore Avenue, Southwood Plantation Road, and Apalachee Parkway. Depending on the alternative alignment selected, it may also utilize existing and planned paths or trail within Southwood itself. The southern terminus for both proposed alignments of this proposed path would be at a 62-acre regional park on the north side of Tram Road, and the northern terminus would be where the Goose Pond Trail will intersect Apalachee Parkway.

This proposed path would be a 10' paved trail at a minimum, including swales to reduce stormwater runoff. Several road crossings would be necessary, depending on the selected alignment. Alignment Route A *(see map, page 56)* is proposed initially in this Plan.

Proposed Alignment Route A

This proposed alignment as proposed is a 3.6 mile long, 10' wide paved shared use path that will connect to the south end of the Goose Pond Trail (Connor Blvd. at Apalachee Parkway), to Tram Road via the existing network of Southwood trails. It will cross Apalachee

Stormwater Facility at Southwood

Parkway in the crosswalk at an existing signal light on the west side of Connor Boulevard. It would proceed west on the south side of Apalachee Parkway on a minimum 10' wide sidewalk in the existing right of way to Southwood Plantation Road. The path would then run south within the right of way of Southwood Plantation Road on its west side to Biltmore Avenue.

From the intersection of Southwood Plantation Road and Biltmore Avenue, Alignment Route A would connect west to the system of existing trails leading south to School House Road, where a new trail would be constructed along the west side of an existing drainage pond to Tram Road. A new paved trail would be located on the north side of Tram Road that would connect to the existing trail at Capital Circle SE. From here, users could take the existing multi-use trail along Capital Circle SE to the St. Marks Trail and further west.

A proposed 62-acre public regional park is planned to be located on the northeast corner of the intersection of Tram Road and Four Oaks Boulevard. This park presents a potential trailhead location for this greenway.

Proposed Alignment Route B

This proposed alignment as proposed is a 6-mile long, 10' wide paved shared use path that will connect the south end of the Goose Pond Trail (Connor Blvd. at Apalachee Parkway), Tram Road via a new set of trails within the Southwood Subdivision. It will cross Apalachee Parkway in the crosswalk at an existing signal light on the west side of Connor Boulevard. It would proceed west on the south side of Apalachee Parkway on a minimum 10' wide sidewalk in the existing right of way to Southwood Plantation Road. The path would then run south within the right of way of Southwood Plantation Road on its west side to Biltmore Avenue.

At this intersection, the proposed alignment would require building a trail east of Biltmore Avenue in the existing greenspace at the eastern edge of the current Southwood development, adjacent to future phases of development to the east. This trail would continue south to the proposed extension of Biltmore Road south and west to School House Road. The trail would follow School House Road to a drainage pond area on the south side of the road, similar to Proposed Alignment Route A, and south to Tram Road and connecting to the existing trail at Capital Circle SE. From here, users could take the existing multi-use trail along Capital Circle SE to the St. Marks Trail and further west

Either of these alignments would require at least three intersection trail crossings, in addition to the trail itself. If a proposed 62-acre public regional park on the northeast corner of the intersection of Tram Road and Four Oaks Boulevard is constructed, a trailhead can be created as part of this park for trail users who want to go west or north.

Southwood

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit[5]	Estimated Total Cost
Alignment A				
Paved Trail	3.6 miles	1	$250K/mile for 10' wide pavement	$900,000
			20 percent overhead for engineering design and permitting	$180,000
TOTAL				$1,080,200
10' wide pavement	$900,000			
			20 percent overhead for engineering design and permitting	$180,000
SUBTOTAL	6 miles (trail)			$906,000 to $1,506,000
			20 percent overhead for engineering design and permitting	$296,200
TOTAL				$1,777,200

5 Estimated trail construction costs obtained from 2006 Sarasota County Trails Master Plan.

Southwood Greenway

Posted at 11:00 p.m. on June 29, 2015

Project #10: Buck Lake Greenway

Description

The Buck Lake Greenway Trail project is intended to expand regional bike/ped mobility and to provide connectivity between several existing greenways and parks from several large residential areas. These connections will use public lands and corridors unless indicated otherwise.

This project is a shared use path that will connect the Lafayette Heritage Greenway Trail and the J.R. Alford Greenway to the Miccosukee Greenway via the Goose Creek County Park and the Pedrick Pond County stormwater park. Portion of this path are proposed to run along segments of Buck Lake Road, Pedrick Road, Mahan Drive, and Thornton Road. The length of this path or trail is approximately 4.8 miles.

Existing Improvements

The Lafayette Heritage Greenway Trail is currently owned and managed by the City of Tallahassee. The J.R. Alford Greenway and the Miccosukee Greenway are owned by the State of Florida, but managed by Leon County. The Goose Creek County Park and the Pedrick Pond County stormwater park are both owned and managed by Leon County.

There are sidewalks along the north side of Buck Lake Road, the east side of Pedrick Road between Buck Lake and Mahan Drive, and along both sides of Mahan Drive. A shared use path is also located on the south side of Mahan between Dempsey Mayo and Interstate 10, and there are also bike lanes along this portion of Mahan.

Future Improvements

The Buck Lake Greenway Trail as proposed will consist of a 4.8 mile long, 10' paved shared use path to be constructed along segments of Buck Lake Road, Pedrick Road, Mahan Drive, and Thornton Road. The southern terminus of this proposed path would be the Goose Creek Conservation Area on the south side of Buck Lake Road, and the northern terminus would be the Thornton Road trailhead at the Miccosukee Greenway. This trail will also connect to the Leon County Eastside Branch Library and the Pedrick Pond County Park.

This proposed path will include swales to reduce stormwater runoff into the Alford Arm of Lake Lafayette. Several road crossings would be necessary, depending on which side of Buck Lake and Pedrick roads the trail would be located. Additionally, Thornton Road has been proposed to be realigned with Vineland Drive, which has a signalized intersection. This traffic signal will allow trail users to cross Mahan, which has been reconstructed as a four-lane road with a raised median.

A small trailhead is proposed for the Goose Creek Conservation Area that would consist of a fenced parking area that would accommodate 10-15 automobiles.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Paved Trail	4.8 miles	1	$300K/mile for 12' wide pavement	$1,440,000
Trailhead	n/a	1	$50,000 for parking area, fencing, signage	$50,000
Trail Crossing	n/a	4	Minimum eight signs per crossing @$100/ per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$8,000
SUBTOTAL	4.8 miles (trail)			$1,498,000
			20 percent overhead for engineering design and permitting	$299,600
TOTAL				$1,797,600

Alternatives

The most logical connection point to the Miccosukee Greenway from the perspective of connectivity to other trails, parks, and greenways is at the trailhead at the intersection of Miccosukee and Thornton Road. From there, users can go east, west, or north. However, the connection between Mahan Drive and Miccosukee, although presently recommended as a sidepath along Thornton Road, has several alternatives.

A proposal exists to extend Vineland north of its intersection with Mahan Drive to Thornton Road, which would provide access to a large development currently being designed for the area around the southwest intersection of I-10 and Mahan Drive. This alternative road could have a greenway trail sidepath that would connect Thornton Road to the Mahan sidepath.

Another alternative would be to align this trail further east and then south to the intersection of Mahan Drive and Walden Road. This would require the Mahan Drive sidepath to preferably be extended from its present eastern termination east of Edenfield Road to Walden Road. However, this alternative alignment would provide trail access to the Miccosukee Greenway and the J.R. Alford Greenway for residents along Walden Road, as well as to goods and services near the intersection of I-10 and Mahan Drive. If this is a preferable alignment, then the segment of Thornton south of this new road could be signed as a shared right of way (sharrows).

Buck Lake Greenway

Project #11: Centerville Greenway

Description

The Centerville Greenway project is a shared use path or trail along portions of Centerville Road that is intended to expand regional bike/ped mobility and to provide connectivity from the Killearn residential area to several existing greenways and parks. These connections will use public lands and corridors unless indicated otherwise.

Existing Improvements

A 5' wide sidewalk presently exists along the west side of Centerville Road between Shamrock Street South and Pimlico Drive. The portion of this sidewalk between the Woodland Academy school and McClaughlin Drive has a paved surface, and is approximately eight feet wide.

Future Improvements

There are two segments that comprise the Centerville Greenway:

Centerville Trail

The Centerville Trail as proposed is a 3.5 mile long, 10' wide paved, shared use path that extends from Interstate 10 north to the intersection of Bradfordville Road/Roberts Road and Centerville Road. This trail utilizes portions of the bridle path land parcels on the east side of Centerville Road between Shamrock Street South and Pimlico Road, as well as portions of the Centerville Road right of way and a City of Tallahassee electric utility corridor on the east side of Centerville Road.

This trail will have a paved surface, and will be approximately 2.3 miles in length. It will require rebuilding and/or widening portions of the existing sidewalk within the bridle path.

Centerville Trail North

The Centerville Trail as proposed is a 1.4 mile long, 10' wide paved, shared use path that extends from the north end of the existing trail along the frontage of the Centerville Conservation Community to Proctor Road.

Bradfordville Connector Trail

The Bradfordville Connector Trail is a 3.4 mile long, 10' wide paved, shared use path that connects the Bradfordville area east and south to the intersection of Centerville Road and Roberts Road. Presently this road segment has no shoulders or bike lanes, and this trail would provide a safe alternative for bicyclists and pedestrians. The right of way appears to be sufficient to build such a trail, but there are open ditches and many individual driveways on both sides of the roadway. An alternative would be to stabilize the shoulders of this road.

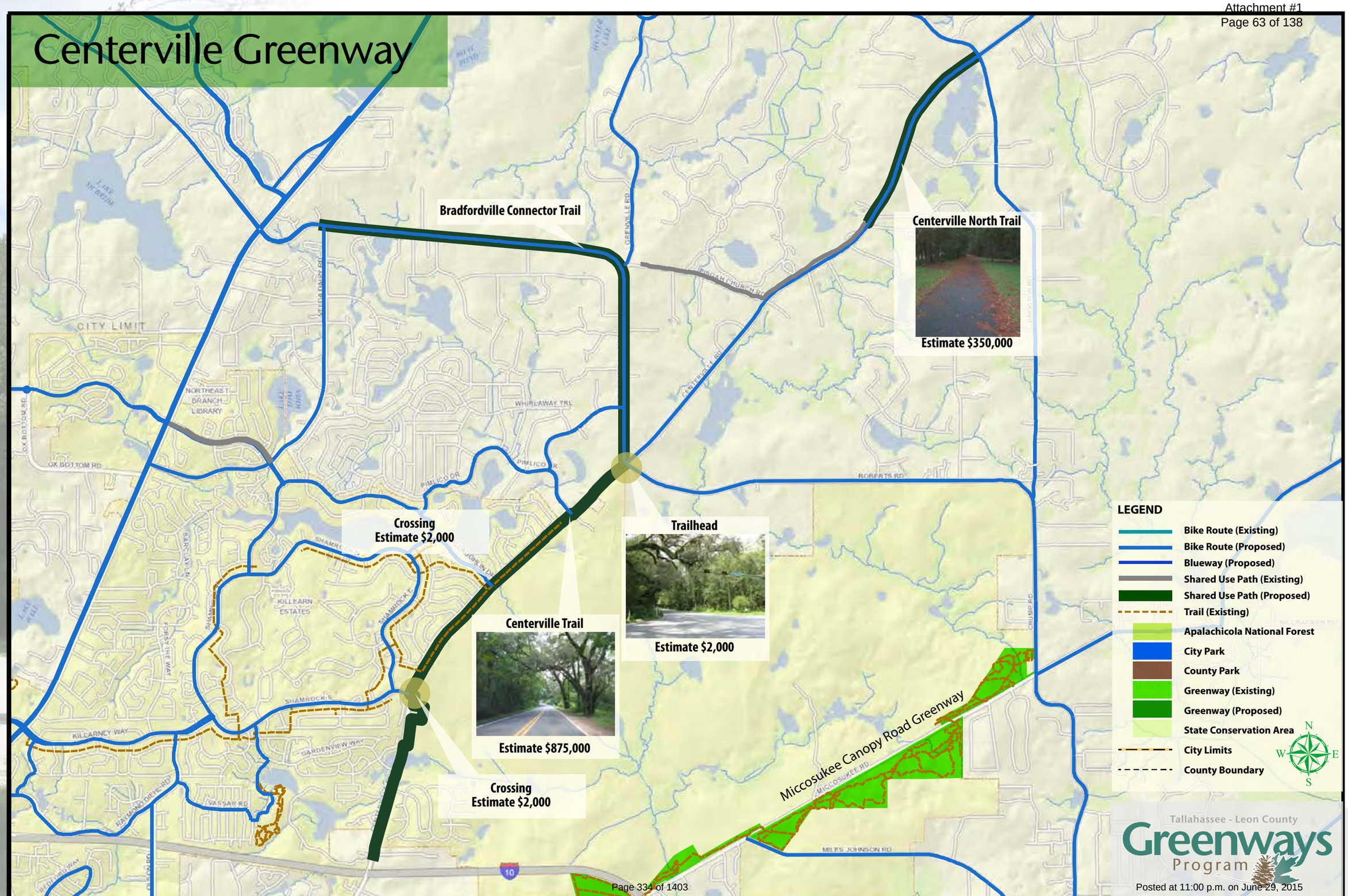
Because of the need to determine the feasibility of this project before recommending it, and the many physical and other variables associated with building a trail along this roadway, an estimated cost has not been included in this Plan at this time.

Cost Estimates

Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Centerville Trail	10' Paved Trail	3.5 miles	1	$250K/mile for 10' wide pavement	$875,000
Centerville North Trail	10' Paved Trail	1.4 miles	1	$250K/mile for 10' wide pavement	$350,000
Centerville Trail	Trail Crossing	n/a	6	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$12,000
SUBTOTAL		**4.9 miles (trail)**			**$1,237,000**
				20 percent overhead for engineering design and permitting	$247,4000
TOTAL					$1,484,400

Centerville Greenway



Posted at 11:00 p.m. on June 29, 2015

Project #12: Interstate-10 Greenway Trail

Description

The Interstate-10 Greenway Trail ("Connector 5") project is a series of three proposed alternative shared use path alignments intended to expand regional bike/ped mobility and to provide connectivity from the Killearn residential area to several existing greenways and parks, including the Phipps-Overstreet-Maclay Greenway and east to the Alford Arm Tributary drainage easement via the Centerville Canopy Road, which connects south to the Miccosukee Canopy Road Greenway. These connections will use public lands and corridors unless indicated otherwise.

The proposed Interstate-10 Greenway Trail is a shared use path along a portion of Interstate–10 that is intended to connect the Phipps-Overstreet-Maclay Greenway to the Centerville Greenway, and east to the Miccosukee Canopy Road Greenway. The combined length of this proposed path or trail is approximately 3.5 miles long. Its western terminus is Killarney Way just east of the intersection of Killearn Boulevard and Thomasville Road, and its eastern terminus is Centerville Road.

Existing Improvements

Killarney Way between Thomasville Road and Shamrock Street has been designated for shared bicycle usage with sharrows and signage. A system of privately owned and maintained bridle trails was created as part of the original subdivision of Killearn, but they are accessible to the public as part of Killearn's open space system. There are sidewalks along at least one side of the collector roads within this residential area.

The Phipps portion of the Phipps-Overstreet-Maclay Greenway is currently owned by the Northwest Florida Water Management District and is managed by the City of Tallahassee. The remainder of this greenway is owned and managed by the State of Florida. The Alford Arm Tributary drainage easement is owned and managed by the City of Tallahassee, and the Miccosukee Canopy Road Greenway is owned by the State of Florida and managed by Leon County.

Future Improvements

The Interstate-10 Greenway Trail as proposed is a shared use path approximately 3.9 miles long and a minimum 10' wide, including swales to reduce stormwater runoff, approaches to Olsen Road and Centerville Road, and fencing to separate users from the travel lanes on Interstate-10. This path would parallel several segments of Limerick Drive, Delaney Drive to Killearn Center Boulevard, and east to Interstate-10. It will continue east within the right of way of Interstate-10 to Centerville Road. Its western terminus is Killearn Boulevard just east of the intersection of Killearn Boulevard and Thomasville Road, and its eastern terminus is Centerville Road.

At least three road crossings will be required, including the intersection of Delaney Drive and Killearn Center Boulevard, Olson Road, and Centerville Road. A spur from Delaney Drive to Village Square Boulevard via a utility corridor is also proposed. This spur is intended to help residents of Killearn more easily access several existing shopping centers by walking or bicycling.

If permission to locate a shared use path within the right of way of Interstate-10 cannot be obtained, an alternate route would run along Killearn Center Boulevard east to Raymond Diehl Road and continuing east to Vassar Road.

This road could be designated a bicycle route that would continue to A.J. Henry City Park, through the park to Gardenview Way, and east to Centerville Road.

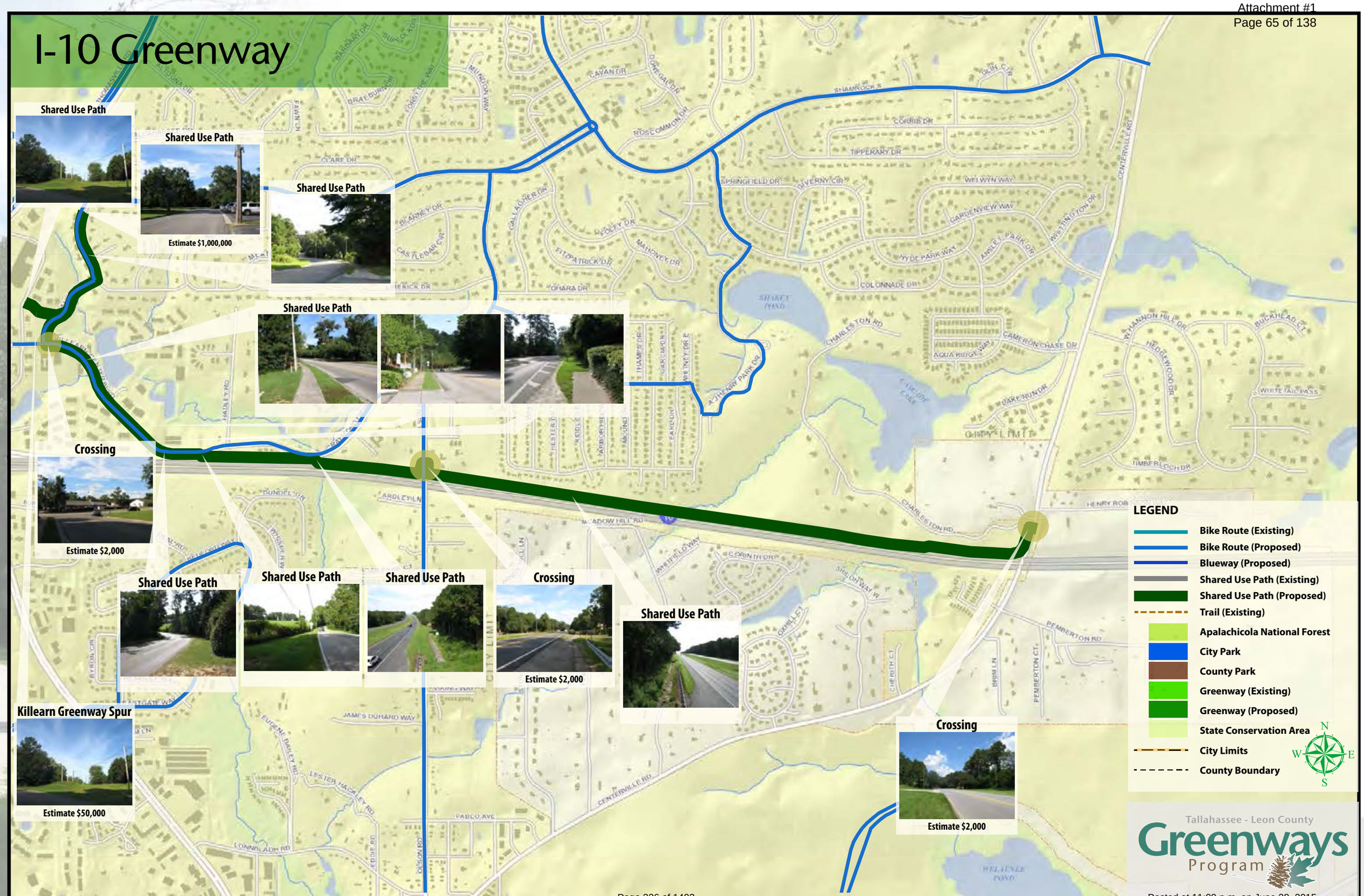
Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Paved Trail	3.9 miles	1	$250K/mile for 10' wide pavement	$1,000,000
Fencing	3.9 miles	1	$67,000/mile installed[6]	$268,000
Trail Crossing	n/a	3	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$6,000
SUBTOTAL	**3.9 miles (trail)**			**$1,274,000**
			20 percent overhead for engineering design and permitting	$254,800
TOTAL				$1,528,800

6 bicyclinginfo.org

I-10 Greenway



Posted at 11:00 p.m. on June 29, 2015

Project #13: Killearn Greenway

Description

The "Connector 5" project is a series of three proposed alternative shared use path alignments intended to expand regional bike/ped mobility and to provide connectivity from the Killearn residential area to several existing greenways and parks, including the Phipps-Overstreet-Maclay Greenway and east to the Alford Arm Tributary drainage easement via the Centerville Canopy Road, which connects south to the Miccosukee Canopy Road Greenway. These connections will use public lands and corridors unless indicated otherwise.

The proposed Killearn Greenway is a shared use path intended to connect the Phipps-Overstreet-Maclay Greenway to the Centerville Greenway. There are two alternatives: Alignment (or Segment) A is a widened concrete sidewalk 2.8 miles long that would be located along the south side of Killarney Way and the south side of Shamrock Street South. Its western terminus is Killarney Way just east of the intersection of Killearn Boulevard and Thomasville Road, and its eastern terminus is Centerville Road. Alignment B would utilize segments of the existing bridle path system south of Killarney Way and Shamrock Street South.

Existing Improvements

Killarney Way between Thomasville Road and Shamrock Street has been designated for shared bicycle usage with sharrows (Shared right of way, signage and paved markers). A system of privately owned and maintained bridle trails was created as part of the original subdivision of Killearn, but they are accessible to the public as part of Killearn's open space system. These bridle trail paths are also utilized as utility corridors. There are sidewalks along at least one side of the collector roads within this residential area, including the south side of Killarney Way and Shamrock Street South.

The Phipps portion of the Phipps-Overstreet-Maclay Greenway is currently owned by the Northwest Florida Water Management District and is managed by the City of Tallahassee. The remainder of this greenway is owned and managed by the State of Florida. The Alford Arm Tributary drainage easement is owned and managed by the City of Tallahassee, and the Miccosukee Canopy Road Greenway is owned by the State of Florida and managed by Leon County.

Future Improvements

The proposed Killearn Greenway as proposed is a shared use path intended to connect the Phipps-Overstreet-Maclay Greenway to the Centerville Greenway. There are two alternatives as proposed by the City's Parks and Recreation Department:

Alignment A

Alignment (or Segment) A is a 10' shared use path (paved or widened concrete sidewalk) 2.8 miles long that would be located along the south side of Killarney Way and the south side of Shamrock Street South. Its western terminus is Killarney Way just east of the intersection of Killearn Boulevard and Thomasville Road, and its eastern terminus is Centerville Road. An existing 4' wide sidewalk presently exists along this alignment and the right of way of both streets appear to be sufficiently wide enough for such an expansion to occur without having to acquire additional property. Approximately 11 trail crossings of existing public roads would also be required. These would be marked crossings with standard signage.

Alignment B

Alignment B utilizes segments of the existing bridle path system south of Killarney Way and Shamrock Street South, as well as a portion of an existing utility easement near the intersection of Killarney Way and Shamrock Street South. This system of bridle paths/utility corridors parallels these streets, with spurs attaching to Killarney Way and Shamrock Street South. However, there are two gaps, one

Killearn Bridle Trail

being between Foley Drive and Gardenview Way, and the other between Londerry Drive and Centerville Road. Trail users would have to be directed back to Shamrock Street South in order to traverse these gaps.

The bridle trail system was created when the Killearn subdivision was originally created. It is a series of linear properties that was intended for equestrian use, but is instead currently being used for utilities, including sewer and electric, as well as undeveloped hiking trails for residents. These properties have grassed natural tread surfaces appropriate for hikers and bicyclists on off-road bicycles, but they would need curb cuts or ramps, and harder, more firm surfaces such as crushed stone for road bicycles and to control erosion. At least nine trail crossings of existing public roads would be required.

Alternatives

Alternatives include:

1. Restriping Killarney Way and Shamrock Street South to add bike lanes.
2. Designating these roads as bike routes with associated signage.
3. A combination of trail and on-road facilities. This could include expanding the sidewalk on the south side of Killarney Way and creating bike lanes on Shamrock Street, which has very wide travel lanes.

Restriping and designation as bicycle routes are very low-cost compared to constructed concrete or paved shared use paths. A combination or hybrid project would be to replace the existing sidewalk along Killarney Way with a 10' wide paved surface, and to restripe Shamrock Street South to add a 5' bike lane with reflectors or other surface-mounted traffic control devices on the inside stripe. This alternative is recommended for consideration based on cost and other factors.

Killearn Bridle Trail

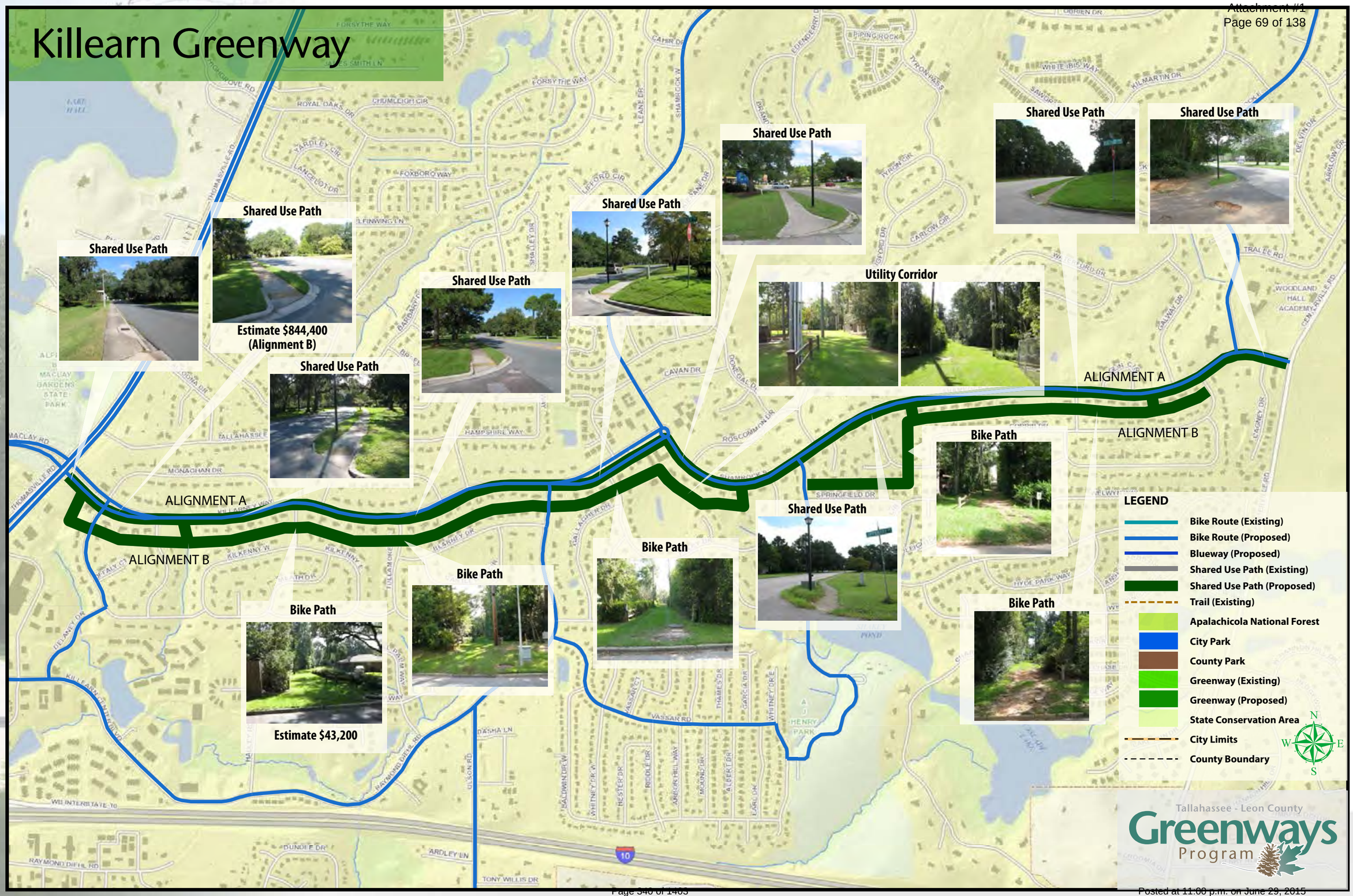
Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Alignment A				
Hard Surface Trail	2.8 miles	1	$250K/mile for 10' wide pavement	$700,000
Trail Crossing	n/a	11	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/ thermoplastic	$22,000
SUBTOTAL	**2.8 miles (trail)**			**$722,000**
			20 percent overhead for engineering design and permitting	$144,400
TOTAL				$866,400
Alignment B				
Existing Bridle Trail	2.2 miles	1	Public acquisition – costs unknown	
Trail Crossing	n/a	9	Minimum eight signs per crossing @$100/per installed, $800-$1,200 for reflective pavement paint/ thermoplastic, and $2,000 for two curb ramps per crossing.	$36,000
SUBTOTAL	**2.2 miles (trail)**			**$36,000**
			20 percent overhead for engineering design and permitting	$7,200
TOTAL				$43,200
Hybrid Alignment				
Paved Trail	1.3 miles	1	$250K/mile for 10' wide pavement	$325,000
Paint Bike Lanes[7]	1.4 miles	1	$7,500/mile	$10,500
Trail Crossing	n/a	6	Minimum eight signs per crossing @$100/per installed, $800-$1,200 for reflective pavement paint/ thermoplastic	$12,000
SUBTOTAL	**1.3 miles (trail)**			**$347,500**
			20 percent overhead for engineering design and permitting	$69,500
TOTAL				$417,000

7 - The cost of installing a bike lane is approximately $3,100 to $31,000 per kilometer ($5,000 to $50,000 per mile), depending on the condition of the pavement, the need to remove and repaint the lane lines, the need to adjust signalization, and other factors

Killearn Greenway



Project #14: East & West St. Marks Connector Trails

Description

The St. Marks Connector Trails are two greenway trails intended to connect the existing St. Marks Trail via the Lake Elberta City Park to Florida State University, including the Stadium Trail which continues north to the intersection of Ocala Road and West Tennessee Street.

The focus of this greenway is to provide a critical link between FSU, the Lake Elberta City Park, the Tallahassee Junction City Park, the Capital Cascade Greenway, FAMU, and the St. Marks Trail, and to provide transportation alternatives and promote economic development in the southern part of the community. These connections will use public lands and corridors unless indicated otherwise. Given the large number of students and other residents within this area, and the desire to provide connectivity to FSU and FAMU, both connector trails are recommended.

Existing Improvements

1. The Lake Elberta City Park currently has a circular 0.7 mile paved multi-use trail. A paved 300' spur trail was constructed in the summer of 2012 to connect this trail to Stearns Street.
2. Eppes Drive is located adjacent to a stormwater drainage channel that connects Stadium Drive to Lake Bradford Road. The right of way for Eppes Drive includes the drainage channel. However, a segment approximately 375' in length is privately owned, and a trail easement will be required to provide public access along this portion of the drainage channel.

West St. Marks Connector Trail Improvements

The West St. Marks Connector Trail as proposed is a 12' wide, paved, shared use path 0.5 miles long that will connect the Lake Elberta paved multi-use trail to Stadium Drive via Eppes Drive and adjacent to the existing drainage ditch. Associated improvements including addressing grade inconsistencies to connect to Stadium Drive; five enhanced trail crossings of active streets, including HAWK beacons *(High-Intensity Activated Crosswalk Beacon)* for bicyclists and pedestrians at Stadium Drive and Lake Bradford Road; a bridge across the drainage channel west of the intersection of Eppes Drive and Daniel Avenue; and acquisition via easement or full title of a portion of the existing drainage channel and adjacent maintenance road area.

East St. Marks Connector Trail Improvements

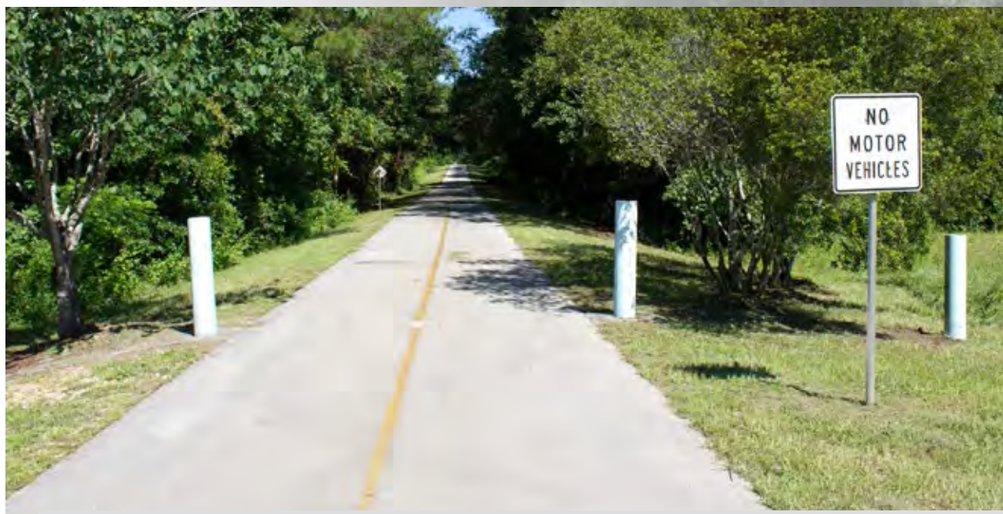
The East St. Marks Connector Trail is a 12' wide, paved, shared use path approximately 0.3 to 0.5 miles long connecting the existing Lake Elberta City Park to the intersection of Gaines Street and Lake Bradford Road Stadium Drive. A sperate spur, approximatly 0.1 mile long will connect to Mosely Street. This alignment would utilize the existing trail easement owned by the City of Tallahassee that was originally obtained for this purpose. A trail easement or fee simple acquisition of a small land area to close a gap on the north end would be required if obtainable, or if not, a short spur along Lake Bradford Road. A trail crossing of Gaines Street at its intersection with Lake Bradford Road connecting to an existing wide sidewalk along the east side of Varsity Drive would also be required.

Additional issues to be addressed as part of this proposed alternative alignment may include addressing existing industrial debris on and/or near this alignment, and providing lighting and/or fencing to address any security concerns. The estimated cost of the 12' wide paved trail is $120,000.

West Alignment Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Paved trail	0.5 mile	1	$300K/mile for 12' paved trail	$150,000
Grade Improvements	n/a	1	$15,000	$15,000
Trail Crossing	n/a	3	Minimum eight signs per crossing @$100/ per installed, and $800-$1,200 for reflective pavement paint/thermoplastic. Recommend including signal flashers similar to pedestrian crossing at 5th Avenue and Thomasville Road.	$15,000
HAWK beacon	n/a	2	$25,000 Stadium Drive $30,000 Lake Bradford Road (this crossing will require a protective median for pedestrians)	$55,000
Bridge	70'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost.	$84,000
Land acquisition (easement or full title)	approximately 375' X 30' (0.25 acre)	1	n/a	$50,000
SUBTOTAL	0.3 mile (trail)			$369,000
			20 percent overhead for engineering design and permitting	$73,800
TOTAL				$442,800



St. Marks Trail

East & West St. Marks Connector Greenway

Project #15: San Luis Greenway

Description

The San Luis Greenway project is a series of six trail projects intended to expand regional bike/ped mobility and to provide connectivity to and from FSU, TCC, and nearby residential areas. This Greenway is a set of five related shared use paths or trails that are connected to existing state and local government parks, wildlife preserves, and other open space areas, including properties originally purchased by local government to mitigate flooding. This greenway also utilizes bicycle route segments to provide connections where shared use paths are not feasible or necessary. The scope of this greenway is from the San Luis Wildlife Preserve through the San Luis City Park to Mission San Luis. These connections will use public lands and corridors unless indicated otherwise.

Existing Improvements

All of the properties necessary to construct this greenway are presently owned by state and local government.

The San Luis City Park is a 69-acre park owned and managed by the City of Tallahassee. A paved shared use path connects Continental Avenue with San Luis Road. This path terminates on its western end at San Luis Road.

The San Luis Wildlife Preserve is a 30-acre greenway purchased in 1996 by the City to mitigate flooding. There are no improvements at present on this greenway.

Mission San Luis is a 64-acre state historical park that is a Living History Site and National Historic Landmark. The State of Florida has made substantial improvements to this park in the past decade, constructing new buildings and parking areas, and reconstructing existing facilities. The Mission is adjacent to the San Luis City Park, and there is a chain-link fence between these two parks.

Two adjoining parcels are critical for a trail connection within this greenway. One is a one-acre vacant lot in the San Luis subdivision that was deeded for a playground to the City of Tallahassee. Another is a 0.15-acre lot that belongs to the Valley Green Homeowners Association (VGHOA) that is part of this subdivision's greenspace. This vacant lot connects to the City's playground lot in the San Luis Subdivision. A trail easement will be required to access this lot, as well as a small area adjacent to a stormwater drainage channel that runs through the Valley Green lot.

An existing pedestrian crossing is located on the south side of the intersection of San Pedro Avenue and San Luis Road.

Future Improvements

There are five trail segments that comprise this Greenway:

San Luis Wildlife Preserve Trail

The San Luis Wildlife Preserve Trail is proposed as a 0.5 mile long, 10' wide trail with a crushed stone surface that will connect Appleyard Drive with Vega Drive through the San Luis Wildlife Preserve, with another spur connecting to Oakwood Drive and Burns Drive. A bike/ped bridge approximately 12' W x 50' L will be required to traverse a drainage channel immediately north of the northern terminus of Appleyard Drive.

Valley Green Connector Trail

The Valley Green Connector Trail is proposed as a 500' long, minimum 8' wide trail with a paved surface that will connect Vega Drive Deer Haven Lane with San Pedro Avenue through a portion of the VGHOA greenspace and the City's open space area adjacent to San

San Luis City Park

Pedro Avenue. Another trail corridor approximately 50' long by 25' wide will be necessary to provide a trail connection between these two parcels.

San Luis Connector Trail

The San Luis Connector Trail is proposed as a 100' long, minimum 8' wide trail segment with a natural surface that will connect the City's San Luis Park to the Mission San Luis Park. The entry into Mission San Luis will require a gate that can be closed at night to prevent unauthorized access. (Both parks close at sunset.)

San Luis Sidepath

The San Luis Sidepath is proposed as a 365' long, 10' wide, paved sidepath parallel to San Luis Road, that is intended to connect the west end of the existing shared use path in the San Luis City Park with the intersection of San Pedro Avenue and San Luis Road. This path will provide safe access to and from the existing shared use path for those who are traversing the paved portion of the San Luis Greenway. Given the limited right of way and the lack of a paved shoulder or curb on San Luis Road, it is likely that fencing will have to be installed between this path and the roadway.

Mission San Luis Trail

The intent of the Mission San Luis Trail is to connect West Tennessee Street through a portion of the Mission San Luis to Mission Road. This trail concept was accepted by the State Division of Historical Resources in return for the City abandoning a portion of Mission Road that intersected the Mission as it was recently expanded. After the City vacated a portion of the Mission Road right of way to the State of Florida, the Division of Historical Resources closed access to the Mission property from Mission Road. Access to the Mission is from West Tennessee only. This trail will allow access to the Mission from those neighborhoods north and west of the Mission property.

Because of grade changes, this trail segment as proposed will require a paved surface, and it will be approximately 1,400' (0.3 mile) in length. In order to meet the security concerns of Mission San Luis, the proposed alignment follows the southwestern boundary of the Mission along a portion of a maintenance road. It too will likely require additional fencing and a gate at Tennessee Street that can be closed at night to prevent unauthorized access into the Mission.

Skyland Bike/Ped Bridge

The Skyland Bike/Ped Bridge as proposed is a 12' wide bicycle/pedestrian bridge approximately 100' in length that connects Skyland Drive via Botany Drive to the north end of San Luis City Park and traverse Tharpe Street between Ocala Road and San Luis Road. The provision of this connection will provide a direct, safe connection between residential neighborhoods north of Tharpe Street directly into San Luis Park, and points south, including FSU and the West Tennessee commercial corridor.

This bridge would require a minimum 17' clearance over Tharpe Street, but due to the high earthen bank on the north side, and the rise into the park on the south side, the runs on either side would be relatively short. The average cost of a 10' wide Prefabricated bike/ped bridge, according to AmericanTrails.org, is $80/square foot, whereas the cost of abutments, footings, crane, and other mobilization costs would be extra.

Drainage Channel near Tharpe Street

Cost Estimates

Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
San Luis Wildlife Preserve Trail	10' Crushed stone Trail	0.5 miles	1	$100K/mile for 10' crushed stone	$50,000
San Luis Wildlife Preserve Trail @ Appleyard Drive	Bike/ped Bridge	12' x 50'	1	$80/sq. ft.	$60,000
San Luis Wildlife Preserve to San Luis City Park	Bike Route	0.8 mile	15 signs	$100 per installed bike route sign	$1,500
Valley Green Connector Trail	10' Paved Trail	1,200' (0.2 mile)	1	$250K/mile for 10' wide pavement	$57,000
Valley Green Connector Trail	Boardwalk or Bike/ped Bridge	10' x 20'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$20,000
San Luis Sidepath	10'Paved Trail	365' (0.1 mile)	1	$250K/mile for 10' wide pavement	$20,000
San Luis Connector Trail	10' Natural Surface Trail	230' (0.04 mile)	1	$74K/mile for 10' wide stabilized natural surface	$3,000
Mission San Luis Trail	10' Paved Trail	1,300' (0.25 mile)	1	$250K/mile for 10' wide pavement	$62,000
San Luis Greenway	Boardwalk or Bike/ped Bridge	12' x 100'	1	$80/sq. ft.	$120,000
SUBTOTAL		1.9 miles (trail)			$461,500
				20 percent overhead for engineering design and permitting	$92,300
TOTAL					$553,800

San Luis Greenway

Bridge

Estimate $18,000

Trail Crossing

Estimate $2,000

Bridge

Estimate $120,000

Bridge

Estimate $60,000

San Luis Wildlife Preserve

San Luis Wildlife Preserve Trail

Estimate $60,000

Trail Crossing

Estimate $2,000

Valley Green Connector Trail

Estimate $24,000

Existing Trail Crossing

Existing Shared Use Path

San Luis Side Path

Estimate $20,000

San Luis Connector Trail

Estimate $3,000

Mission San Luis Trail

Estimate $62,000

Mission San Luis Trail

LEGEND
- Bike Route (Existing)
- Bike Route (Proposed)
- Blueway (Proposed)
- Shared Use Path (Existing)
- Shared Use Path (Proposed)
- Trail (Existing)
- Apalachicola National Forest
- City Park
- County Park
- Greenway (Existing)
- Greenway (Proposed)
- State Conservation Area
- City Limits
- County Boundary

N W E S

Tallahassee - Leon County
Greenways Program

Project #16: Lake Ella Connector Trail

Description

The Lake Ella Connector Trail will provide a link between Midtown neighborhoods, schools, including Raa Middle School and Ruediger Elementary School, and other commercial and other areas west of North Monroe Street, to other neighborhoods and commercial and other areas east of North Monroe, including the popular Lake Ella City Park and the midtown commercial corridor along Thomasville Road. An associated crossing at the eastern terminus of this trail will allow bicyclists and pedestrians to cross safely to and from Lake Ella Drive.

This connector trail will provide transportation alternatives and help promote economic development in the midtown part of the community. This connector trail also utilizes bicycle route segments to provide connections where shared use paths are not feasible or necessary. These connections will use public lands and corridors unless indicated otherwise.

Existing Improvements

1. The Publix shopping center at the southwest corner of Tharpe Street is a successful commercial anchor in the midtown area of Tallahassee. However, its accessibility to pedestrians and bicyclists from established nearby residential areas is somewhat limited.
2. A small portion of the property necessary for this trail is owned by the City of Tallahassee. This area is between Martin Luther King, Jr. Boulevard and Duval Street.

Future Improvements

The Lake Ella Connector Trail is proposed as a 1,300' (0.2 mile) long, 10' wide, paved shared use path that will connect North Martin Luther King, Jr. Boulevard, where it intersects West 10th Avenue, east via an existing shopping center to the intersection of North Monroe Street and Lake Ella Drive. A trail easement or fee simple acquisition of property between North Duval Street and North Monroe will be required to address safety and liability concerns, as well as a trail crossing of North Monroe Street.

An additional 8'-10' wide, 0.2 mile long Lake Ella Plaza Connector Trail is proposed to replace a four-foot sidewalk and an adjacent bike lane, separated from the sidewalk by a steel and wood guardrail, along a two-block segment of North Duval Street between 8th and 10th avenues. This trail, or sidepath, would connect to Adam Street to the south and to the Lake Ella Connector to the north.

The connector trail would be at least twice as wide as the present four-foot sidewalk, which is substandard width. It would allow bicyclists who are not expert riders to utilize this segment of road that is subject to significant, fast traffic. The estimated construction cost for expanding the existing sidewalk to 8' would be $215,000. Additional costs will be incurred for the relocation of the existing steel guardrail, or the installation of a more bicycle-friendly guardrail to separate automobile and bicycle and pedestrian traffic.

The Capital Regional Transportation Planning Agency has commissioned the Monroe Street Access Management and Lake Ella Implementation Study, which has two components. The first component will provide an initial, broad look at the Monroe Street corridor from John Knox Road to Magnolia Drive. Opportunities to improve access along the corridor, including the feasibility of medians, will be evaluated. The second phase of the study will provide a more focused evaluation of the Lake Ella area of Monroe Street (Tharpe Street to Seventh Avenue), including the possibility of medians and/or a traffic control device at North Monroe Street and Lake Ella Drive.

Bike route designation is also proposed for Martin Luther King, Jr. Boulevard, West 10th Avenue, and Lake Ella Drive.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Paved Trail	1,300' (0.2 mile)	1	$250K/mile for 10' wide paved trail	$62,000
Lake Ella Plaza Connector Trail				
Trail Crossing	n/a	3	Minimum eight signs per crossing @$100/ per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$6,000
Land Acquisition (easement or full title)	approximately 1,200' X 20' (0.55 acre)	1	n/a	$75,000
SUBTOTAL	0.2 mile (trail)			$141,000
			20 percent overhead for engineering design and permitting	$28,200
TOTAL				$169,200

Lake Ella Connector

Trail Crossing

Estimate $2,000

Lake Ella Plaza Connector Trail

Estimate $62,000

Trail

Estimate $675,000

Lake Ella Plaza Connector Trail

Estimate $250,000

Trail

Trail

Trail Crossing

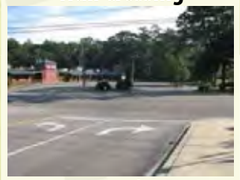
Estimate $2,000

Trail

Trail

Lake Ella Plaza Connector Trail

Estimate $62,000

Trail Crossing

Estimate $2,000

Lake Ella Plaza Connector Trail

W 10TH AV
DUVAL ST
GREEN ST
N M L KING JR BLVD
W 9TH AVE
N DRUMMOND ST
W 8TH AVE
N DUVAL ST
LEGION ST

LEGEND

- Bike Route (Existing)
- Bike Route (Proposed)
- Blueway (Proposed)
- Shared Use Path (Existing)
- Shared Use Path (Proposed)
- Trail (Existing)
- Apalachicola National Forest
- City Park
- County Park
- Greenway (Existing)
- Greenway (Proposed)
- State Conservation Area
- City Limits
- County Boundary

N W E S

Tallahassee - Leon County
Greenways Program

Posted at 11:00 p.m. on June 29, 2015

Project #17: Tram Road Greenway Trail

Description

The Tram Road Greenway Trail is a sidepath along a portion of Tram Road that will provide a link between parks, schools, residential areas, and commercial and employment centers in the southeast sector of the Tallahassee urban area, including South Monroe Street and the Southwood area. This greenway will also connect to the English Greenway system, part of the English property, which is anticipated to be developed within the next decade.

This greenway will provide a transportation alternative and help promote economic development in the southeast part of the community. These connections will use public lands and corridors unless indicated otherwise.

Existing Improvements

Existing improvements include the North Florida Fairgrounds, Capital City Park, Campbell Pond City Park, the existing Campbell Connector Trail, Fairview Middle School, Pace Secondary School, Florida Department of Revenue complex, the State of Florida Capital Circle Office Complex, nearby residential neighborhoods, including the Lakewood, Campbell Park, Pebble Brooke, and Southwood.

1. The North Florida Fairgrounds is a 107-acre complex of fairgrounds, parking areas, and a stadium (Capital Field) that also includes a forested park (the 20-acre Capital Park) with active amenities managed by the City of Tallahassee. Many regional fairs, games, and other events are held on a regular basis at the Fairgrounds.
2. Campbell Pond is an existing 26-acre City park adjacent to Campbell Pond.
3. The Campbell Connector is a 1.1-mile shared use path that was recently completed by the City of Tallahassee. It connects the St. Marks Trail with the Lakewood and Campbell Park residential neighborhoods, Capital Park, the Leon County Extension Service at 615 Paul Russell Road, and the Jack L. McLean, Jr. City Park.

Future Improvements

The Tram Road Greenway Trail is proposed as a 3.3 mile long, 10' wide, paved shared use path that will connect from where the Campbell Connector Trail crosses Tram Road at the intersection of Tram and Cornelia Street to the intersection of Tram Road and Capital Circle Southeast, and then continuing east along Tram to an area approximately 2,000' east of the intersection of Tram Road and Four Oaks Boulevard. It is anticipated that this trail can be constructed within the right of way of Tram Road.

A trail crossing will be required at Crossing Rocks Road whether the trail is located on the south or north side of the road. This is also the proposed intersection of the Campbell Pond Greenway, which would connect to the Campbell Pond City Park and points north and south. Another trail crossing will be necessary where the Colin English Trail will cross Tram Road west of the intersection of Tram and Capital Circle Southeast. A third trail crossing will be required at the intersection of Tram and Capital Circle Southeast.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Paved Trail	3.3 miles	1	$250K/mile for 10' wide paved trail	$825,000
Trail Crossing	n/a	3	Minimum eight signs per crossing @$100/ per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$6,000
SUBTOTAL	3.3 miles (trail)			$831,000
			20 percent overhead for engineering design and permitting	$166,200
TOTAL				$997,200

Tram Road Greenway

Project #18: Bradford Brook Chain of Lakes Greenway

Description

The Bradford Brook Chain of Lakes Greenway is a shared use path for bicyclists, hikers, equestrians, and other non-motorized users that weaves along the Bradford Brook watercourse and its associated "chain of lakes," connecting the anticipated trail along Capital Circle SW west through the Apalachicola National Forest (ANF), including the Silver Lake Recreation Area, to the proposed Ft. Braden Trail along Highway 20 West and the Talquin Wildlife Management Area.

This watercourse drains an undeveloped area of the ANF, flowing east into Cascade Lake, Lake Hiawatha, and Lake Bradford. Surface waters and waterbodies in this karst-dominated system are is subject to seasonal flooding and dryness from fluctuating water table levels. The water itself is stained tea brown from natural tannins, and is usually excellent in quality. After leaving Lake Bradford through Grassy Lake, the waters of Bradford Brook and the lakes it flows through enter Black Swamp and flow east and south into Lake Henrietta, and eventually into Lake Munson and further south into Eight Mile Pond and Ames Sink.

This trail is intended to provide non-motorized access to a high-quality environmental resource adjacent to the urban area of Tallahassee, and to also raise awareness of this undeveloped watershed and the need to protect such areas from unmanaged access, use, and abuse.

Existing Improvements

The Apalachicola National Forest is the largest U.S. National Forest in the state of Florida. It encompasses 632,890 acres (988.9 square miles) and is the only national forest located in the Florida Panhandle. The National Forest provides water and land-based outdoors activities such as hiking, swimming, boating, hunting, fishing, horse-back riding, and off-road ATV usage. The ANF encompasses 23.5 percent of Leon County.

The Silver Lake Recreation Area is owned and managed by the U.S. Forest Service. It provides a picnic area, a lake for swimming or fishing with a sandy beach, a mile-long interpretive trail, and restrooms with showers. It is currently also used as a trailhead for motorized trail users.

The Bradford Brook Chain of Lakes is connected to the aquifer by sinkholes. Lakes Bradford, Cascade, and Hiawatha are the largest lakes in the Bradford Brook chain of lakes, and are important recreational areas for fishing, canoeing, and kayaking. The Seminole Reservation, a recreational area for FSU students, is located on Lake Bradford, and features boating and swimming, as well as being the home of the FSU Water Skiing Team. The Tallahassee Museum of Natural History is located on a narrow water passage connecting Lake Bradford to Lake Hiawatha. The Museum features native Florida wildlife and an authentic frontier Florida farm, the home of Princess Murat, and other notable exhibits.

Future Improvements

The Chain of Lakes Trail is proposed as a nine-mile long shared use path through the ANF that is intended for hikers, bicyclists, equestrian, and other non-motorized users. Its width may vary, but it will have a design width of 10' to accommodate all anticipated users. Because the trail will traverse environmentally sensitive areas of the ANF, it will require a stabilized natural surface and an estimated seven (7) boardwalks/bike/ped bridges. These structures will be similar in design to the existing wooden bridge at the Miccosukee Canopy Road Greenway. This bike/ped bridge is designed to support the weight of equestrian users, as well as small maintenance vehicles. The length of each bike/ped bridge will likely vary, but an average length has been used for cost estimation purposes.

Two trail crossings are anticipated. One will be located on Aenon Church Road and the other on Silver Lake Road. A small trailhead is proposed for both ends of this trail. These can have stabilized natural soil surfaces with fencing and signage, and space for approximately 10-15 automobiles with sufficient space for equestrian trailers.

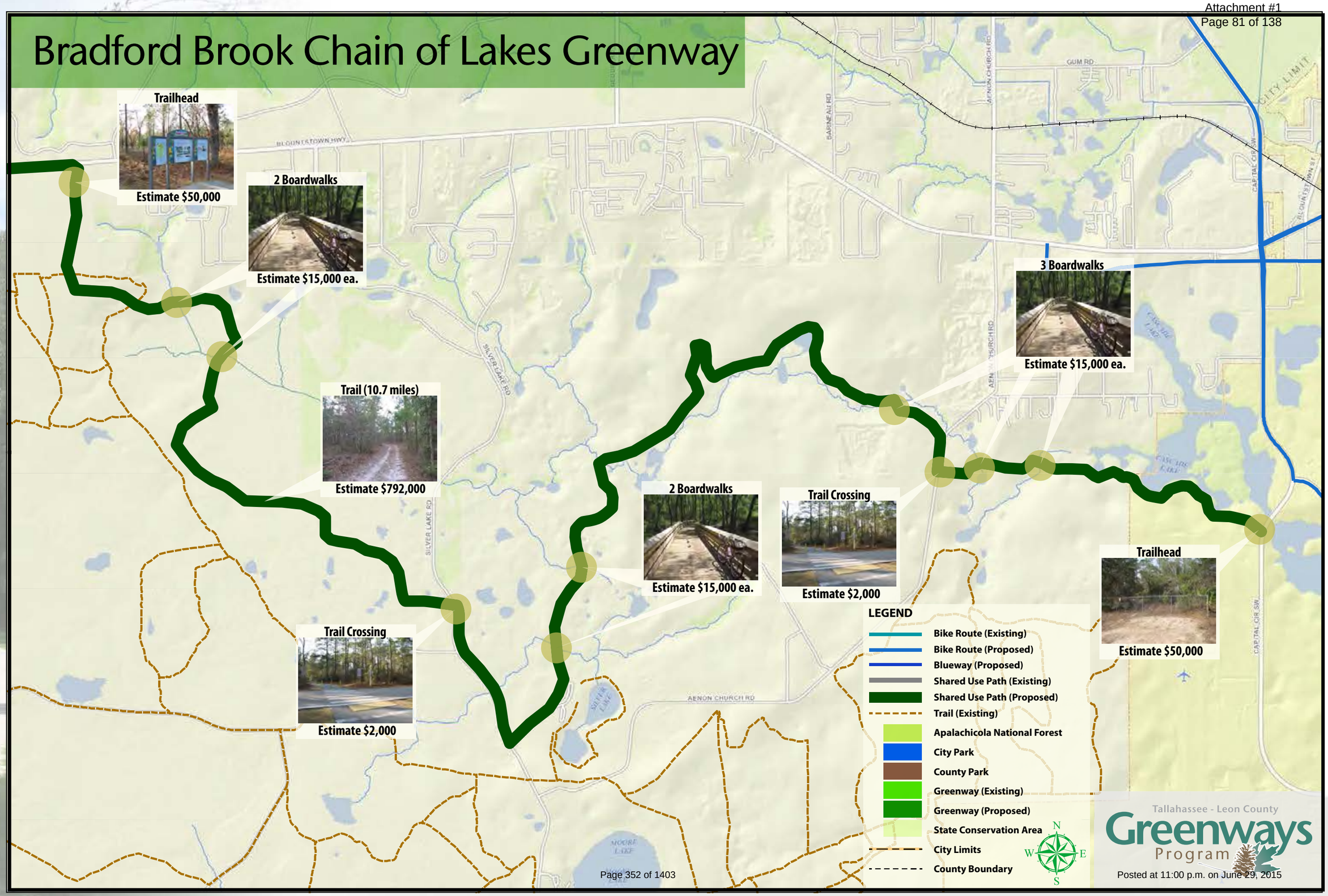
No land acquisition is anticipated, but the design, construction, and maintenance of this trail will require close coordination between the U.S. Forest Service, who administers the ANF, and Leon County. Measures will have to be implemented to try to minimize unauthorized, non-motorized use of this trail. These measures may include bollards, signage, and patrols by ANF personnel.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Stabilized Natural Surface Trail	10.7 miles	1	$74K/mile for 10' wide stabilized natural surface	$792,000
Boardwalk or Bike/ped Bridge	75'	7	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$105,000
Trailhead	n/a	2	$50,000 for parking area, fencing, signage	$100,000
Trail Road Crossing	n/a	2	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/ thermoplastic	$4,000
SUBTOTAL	10.7 miles (trail)			$1,001,000
			20 percent overhead for engineering design and permitting	$200,200
TOTAL				$1,201,200

Bradford Brook Chain of Lakes Greenway



Project #19: Fern Trail Greenway

Description

The Fern Trail Greenway is a shared use path for bicyclists, hikers, and other non-motorized users that will connect the Governor's Park greenway east to Tom Brown Park, the Goose Pond Trail, and the Lafayette Heritage Trail.

Existing Improvements

Currently existing as a 1.6 mile singletrack dirt trail used primarily by off-road bicyclists, the Fern Trail has been in existence for approximately 15 years. It extends east of the existing Governor's Park, a City of Tallahassee greenway acquisition surrounding the intersection of Park Avenue and the Blair Stone Extension, to Tom Brown Park. The trail parallels a stormwater drainage channel that is located within an associated City sewer line utility easement. A segment of the existing trail is located on a portion of the CSX railroad right of way west of Capital Circle NE. Heading east, the trail crosses Capital Circle NE underneath an overpass for the CSX railroad line, which is active, and then proceeds east along the old Weems Road right of way immediately north of the Florida National Guard Armory on Capital Circle NE, connecting to the Goose Pond Trail at a signed crossing.

Weems Road has been improved by the City of Tallahassee to have bike lanes, sidewalks along at least one side of the road, and a roundabout at the intersection of Weems and Easterwood Drive. Phase II of these improvements will be from the CSX railroad crossing north to Mahan Drive. These improvements will include bicycle lanes and sidewalks.

The 197-acre Governor's Park is a Florida Communities Trust greenway land acquisition that was acquired in several projects from 1996 through 1998. It is a large natural area in the middle of urban Tallahassee east of downtown that is comprised mostly of floodprone bottomland hardwood areas, upland mixed forest, and a large open field with an old homesite that has some of the most attractive vistas in the urban area of Tallahassee. Governor's Park is also intended to be a hub in the City-County greenway system with connections north, south, east, and west via trails, bike lanes, and a shared use path along the Blair Stone Extension north of the Park.

Tom Brown Park is a 255-acre city park located on the eastern side of Capital Circle SE. This park is an active recreational area with several baseball fields, a disc golf course, tennis courts, and a BMX track, along with picnic areas, a dog park, and nature trails. The Magnolia Mountain Bike Trail is a system of off-road technical trail loops and connectors that is widely utilized by area and other off-road bicyclists. The Goose Pond Trail and the east end of the Fern Trail meet at the park.

The Lafayette Heritage Trail Park, along with adjacent Tom Brown Park, is bounded on the north by the Lake Lafayette system, stretching from Weems Road to Chaires Cross Road. Originally a wet prairie, two dams constructed around 1950 divided the lake into three sections, Upper Lafayette continues to be a wet prairie, Piney Z Lake is a 200 acre open water lake, and Lower Lafayette resembles a cypress-covered Louisiana bayou. Tom Brown Park and the Lafayette Heritage Trail are interconnected by an existing system of natural surface trails, including multipurpose and singletrack trails. There are also extensive existing trail systems in the nearby J.R. Alford Greenway and the Apalachee Regional Park.

The Goose Pond Trail is a series of three short, paved trails in northeast Tallahassee south of Interstate-10. The trail is intended to connect the Woodgate and Betton/Waverly Hills neighborhoods to Tom Brown Park and further south to Apalachee Parkway.

Future Improvements

Although previously established by use, the Fern Trail requires legal ownership of the corridor through which it passes, signage, and a safe, engineered crossing of Capital Circle NE. This will require the acquisition of a number of trail easements from private property owners, including an apartment complex, a homeowner's association, and possibly CSX. The acquisition of easements provides an opportunity to create a more permanent, safer public amenity that will benefit local residents and property owners, and may also address any potential liability questions or issues.

The Fern Trail is presently a dirt singletrack trail. In order to open up this trail to more users and different user groups, improvements to the trail itself should include expansion of the surface width to 8' or 10', and stabilization of the existing natural surface to address any erosion issues and to make the trail more amenable to more users. Fencing such as wooden split rail or round rails in selected areas should also be provided to manage access to and from the trail where necessary, and to address any potential safety issues. The highest priority for fencing should be between the trail and the railroad track on CSX property.

The present crossing is under the Capital Circle NE bridge that crosses the CSX active line. An engineered trail crossing has been proposed for this area, which would include fencing to protect trail users, but will require careful coordination with CSX, and creative design and permitting to make this critical crossing function for existing and anticipated users and to minimize any safety issues.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Acquisition of Easements	1.5 miles	3	Staff time	Staff time
Trail Crossing under CSX Bridge	200'	1	$75,000	$75,000
Fencing (wood post and beam)	2,500'	1	$12/LF[8]	$30,000
Signage	1.6 miles	6	$100	$600
SUBTOTAL	1.6 miles (trail)			$105,600
			20 percent overhead for engineering design and permitting	$21,120
TOTAL				$126,720

8 - Buncombe County (NC) Greenways and Trails Master Plan, Draft Plan for Public Review - August 2012.

Fern Trail

Posted at 11:00 p.m. on June 29, 2015

Project #20: Goose Pond Trail

Description

The Goose Pond Trail is an existing, paved, shared use path for bicyclists, hikers, and other non-motorized users that helps connect neighborhoods along and near Hermitage Boulevard in northeast Tallahassee south east to Tom Brown Park. This trail has several gaps that require completion so as to provide a safe, uninterrupted greenway trail that provides access to and from several parks, greenways, schools, and other destinations and attractions.

Existing Improvements

The Goose Pond Trail nominally exists as four separate segments. The total length of existing trail is 3.7 miles. The gap between the two northernmost existing trail segments is filled by a set of bike lanes on Potts Road on the east side of Goose Pond. Critical gaps exist in the following locations:

1. Between Thomasville Road and the terminus of the northernmost existing trail segment on Hermitage Boulevard,
2. Along Mahan Drive from its intersection with Fort Knox Road to the intersection of Weems Road.

A 10' wide, concrete, sidewalk that functions as a shared use path exists along Connor Boulevard from where the Goose Pond Trail crosses over Connor Boulevard along a pedestrian bridge east and south to Apalachee Parkway. This path is 1.1 miles in length.

Future Improvements

Gap Trail #1 is a 0.5 mile long, paved, 10' wide shared use path that utilizes a maintenance road adjacent to a drainage ditch owned by the Florida Department of Transportation (FDOT), and a portion of a parcel owned by the Vieux Carre homeowner's association. An approximately 30' pedestrian boardwalk or small bridge will be required.

Gap Trail #2 is a 0.2 mile long, paved, 10' wide shared use path that connects the existing shared use path along Blair Stone Road to the segment of the Goose Pond trail between Miccosukee Road and Mahan Drive. This segment runs along the Miccosukee Road frontage of the Florida Department of Law Enforcement (FDLE) complex.

Gap Trail #3 is a 1.2 mile long, paved or concrete, 10' wide shared use path adjacent to Mahan Drive and Weems Road north of the CSX railroad corridor. In order to reduce or eliminate any mid-block crossings of Mahan Drive, the preferred alignment will be on the north side of Mahan within the right of way. This may require the existing sidewalk to be widened. The path can then cross to the south side at the intersection of Mahan and Capital Circle NE, and then proceed along the south side of Mahan to its intersection with Weems Road. The Path will then proceed south to intersect the existing segment of the Goose Pond Trail proceeding east into Tom Brown Park.

The Weems Road portion of this gap path or trail is scheduled to be completed as part of Phase II of the Weems Road improvements presently budgeted by the City of Tallahassee. Phase I was recently completed in 2012 from Capital Circle NE east and north to the CSX railroad corridor.

A small trailhead sized to accommodate six to ten automobiles will be located on site owned by the City of Tallahassee north of the intersection of Potts Road and Centerville Road. This is across Potts Road from Goose Pond, and it should include signage and a kiosk for information.

The existing concrete shared use path along Connor Boulevard to Apalachee Parkway will be designated part of the Goose Pond Trail, which will then connect to the Southwood Trail.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Trail Segment #1 (FDOT Connector)	0.5 mile	1	$250K/mile for 10' wide pavement	$125,000
Trail Segment #1 Fencing (wood post and beam)	1,200'	1	$12/LF	$14,400
Trail Segment #1 Boardwalk or Bike/ped Bridge	30'	2	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$72,000
Hermitage Boulevard Boardwalk or Bike/ped Bridge	20'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$24,000
Trailhead	n/a	1	$20,000 for small parking area, fencing, signage	$20,000
Trail Segment #2 (FDLE Connector)	875'		$250K/mile for 10' wide pavement	$42,000
Trail Segment #3 (Weems Road Connector)	3,200'	1	$250K/mile for 10' wide pavement	$152,000
Trail Crossing	n/a	12	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/ thermoplastic	$24,000
Designation of Connor Blvd Trail as Goose Pond Trail	n/a	1	n/a	n/a
TOTAL	**1.9 miles (trail)**			**$473,400**

Goose Pond Trail

Bridges (2)

Est. $72,000

Goose Pond Segment #1

Est. $125,000

Bridge

Est. $24,000

Existing Goose Pond Trailhead

Fencing
Est. $14,400

Existing Goose Pond Trail

Existing Goose Pond Trail

12 Trail Crossings

Est. $24,000

Goose Pond Segment #3

Est. $152,000

Existing Goose Pond Tail

Conner Blvd.
Existing Path

LEGEND

- Bike Route (Existing)
- Bike Route (Proposed)
- Blueway (Proposed)
- Shared Use Path (Existing)
- Shared Use Path (Proposed)
- Trail (Existing)
- Apalachicola National Forest
- City Park
- County Park
- Greenway (Existing)
- Greenway (Proposed)
- State Conservation Area
- City Limits
- County Boundary

Tallahassee - Leon County
Greenways Program

Posted at 11:00 p.m. on June 29, 2015

Project #21: Capital Circle SW Greenway

Description

The Capital Circle SW Greenway Trail is a shared use path for bicyclists, hikers, and other non-motorized users which will connect neighborhoods in south and southwest Tallahassee to several parks and greenways and the Apalachicola National Forest. This trail is a continuation of a similar trail along Capital Circle South and Capital Circle Southwest.

Existing Improvements

As part of the reconstruction of Capital Circle South and Capital Circle Southwest funded by Blueprint 2000, 6.2 miles of 10' wide, paved, meandering, shared use path for bicyclists, hikers, and other non-motorized users were created adjacent to this roadway within its right of way. This trail crosses the St. Marks Trail at the intersection of Capital Circle and Woodville Highway.

The ANF is accessible on the south side of Capital Circle South, although there are no trailheads located within this tract. Another unit of the ANF lies north of Capital Circle SW across from the Tallahassee Regional Airport.

Future Improvements

The Capital Circle SW Greenway Trail is proposed as a 5.7 mile long, 10' wide, paved, meandering, shared use path located within the right of way of the reconstructed Capital Circle SW. It will connect to the existing trail along Capital Circle South, and it will also connect to a similar trail 2.8 miles long being constructed as part of a funded major road improvement project from south of SR 371/Orange Avenue to US 90/Tennessee Street.

In recognition of her service to the community and to acknowledge her commitment to protecting the environment, the "Debbie Lightsey Nature Trail" will be constructed on a 113-acre site situated on the east side of Capital Circle Southwest, south of Jackson Bluff Road. This parcel, known as the "Delta Industrial Site", was acquired by Blueprint 2000 in December 2006 for corridor improvements proposed for Capital Circle Southwest.

The Capital Circle SW Greenway Trail will intersect the Pine Flats Trail, which is a 5.8 mile long shared use path with a 10' wide stabilized natural surface. It is intended to connect the Lake Henrietta County Park south to the future Eight Mile Pond County Park via Lake Munson and Rivers Road. This trail will utilize an existing maintenance road where it exists along a drainage channel that empties into Lake Munson, as well as an existing USFS trail on the west side of Lake Munson.

The Bradford Brook Chain of Lakes Greenway is proposed as a minimum 10' wide shared use path for bicyclists, hikers, equestrians, and other non-motorized users that weaves along the Bradford Brook watercourse and its associated "chain of lakes," connecting the anticipated trail along Capital Circle SW west through the Apalachicola National Forest (ANF), including the Silver Lake Recreation Area, to the proposed Ft. Braden Trail along Highway 20 West and the Talquin Wildlife Management Area.

The Capital Circle SW Greenway Trail will intersect the Golden Aster Trail, which is a 0.8 mile long stabilized natural surface trail that follows the west side of Lake Hiawatha northwest of Lake Bradford. The Golden Aster Trail will have a small trailhead at the west terminus of Longleaf Road. There is an existing sand road trail that is currently being used by equestrians. This surface of this trail will be stabilized and widened to 10' to make it more accessible to more users. Any such improvements will need to be coordinated with the U.S. Forest Service, as this area is within the Apalachicola National Forest.

The Broadmoor Spur Trail is proposed as a 0.3 mile, 10' wide, crushed rock surface trail that will connect the Capital Circle SW Greenway Trail and the Debbie Lightsey Nature Trail via a City of Tallahassee-owned electric utility corridor to the Broadmoor stormwater park south of Jackson Bluff Road, and west of Capital Circle SW. This facility will have a 10' wide paved bike/ped trail around a stormwater pond. This facility is being designed and constructed by Blueprint 2000.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Capital Circle SW Paved Trail	5.7 miles	1	$250K/mile for 10' wide pavement	$1,425,000[7]
Golden Aster Spur Trail	0.8 miles	1	$74K/mile for 10' wide stabilized soil	$60,000
Golden Aster Spur Trail Trailhead	n/a	1	$50,000 for small parking area, fencing, signage	$50,000
Broadmoor Spur Trail	0.3 mile	1	$100K/mile for 10' wide crushed rock	$30,000
Trail Crossing	n/a	3	Minimum eight signs per crossing @$100/ per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$6,000
SUBTOTAL	6.6 miles (trail)			$1,796,000
			20 percent overhead for engineering design and permitting	$359,200
TOTAL				$1,930,200

9 - This cost estimate does not include land acquisition costs. These costs are assumed to be borne by the reconstruction of Capital Circle SW from Crawfordville Highway west and north to State Road 20/Pensacola Street.

Capital Circle SW Greenway Trail

Project #22: Campbell Pond Greenway

Description

The Campbell Pond Greenway is a shared use path for bicyclists, hikers, equestrians, and other non-motorized users that is located largely within an existing City of Tallahassee electric utility corridor. This greenway, which was proposed as part of the Woodville Highway North Corridor Study, connects existing residential areas east of Woodville Highway and north of Capital Circle SE to the existing Campbell Pond City Park. The Campbell Connector shared use path, which connects to Capital City Park and the North Florida Fairgrounds, the Tram Road Greenway Trail, and to the shared use path along Capital Circle SE. The St. Marks Trail is also accessible nearby via the Campbell Connector, and along Woodmen of the World Road or Belair Road.

Existing Improvements

Campbell Pond City Park is a 26-acre community park that is east of Woodville Highway and south of Tram Road. It includes Campbell Pond, which is one of several freshwater karst or karstic ponds located in the Munson sandhills physiographic area south of the Cody Escarpment. These natural ponds provide vital habitat for a variety of native bird and other species, including the American Alligator.

The Campbell Connector is a 1.1-mile shared use path that was recently completed by the City of Tallahassee. It connects the St. Marks Trail with the Lakewood and Campbell Park residential neighborhoods, Capital Park, the Leon County Extension Service at 615 Paul Russell Road, and the Jack L. McLean, Jr. City Park.

The North Florida Fairgrounds is a 107-acre complex of fairgrounds, parking areas, and a stadium (Capital Field) that also includes a forested park (the 20-acre Capital Park) with active amenities managed by the City of Tallahassee. Many regional fairs, games, and other events are held on a regular basis at the Fairgrounds.

The Tallahassee/St. Marks Historic Railroad Trail runs south from Florida's capital city past the Apalachicola National Forest and on to the coastal community of St. Marks. Through the early 1900's, this historic railroad corridor was used to carry cotton from the plantation belt to the coast for shipment to textile mills in England and New England. Today, as a paved trail, it provides a facility for road bicyclists, walkers and skaters. It also provides opportunities for horseback riding on the adjacent unpaved trail, and access to the Munson Hills Off-Road Trail system in the National Forest.

As part of the reconstruction of Capital Circle South and Capital Circle Southwest funded by Blueprint 2000, 6.2 miles of 10' wide, paved, meandering, shared use path for bicyclists, hikers, and other non-motorized users were created adjacent to this roadway within its right of way. This trail crosses the St. Marks Trail at the intersection of Capital Circle and Woodville Highway.

Future Improvements

The Campbell Pond Trail is proposed as a 10' wide shared use path 1.1 miles in length. It will be located within an existing City of Tallahassee utility corridor, and will connect on the north to the existing Campbell Connector Trail, and on the south to a residential area east of Woodville Highway and north of Capital Circle SE. The surface of this trail should be crushed stone. Approximately 900' of this trail along Southland Drive, Gaile Avenue, and Cornelia Street would be paved.

The Campbell Pond Spur Trail will be a 10' wide shared use path 0.6 miles in length. It will connect the Campbell Pond City Park via the Campbell Pond Trail to the proposed Tram Road Greenway Trail. The surface of this trail should also be crushed stone. A trail crossing will be required at the intersection of Tram Road and Crossing Rocks Road to allow trail users to access the Tram Road Trail.

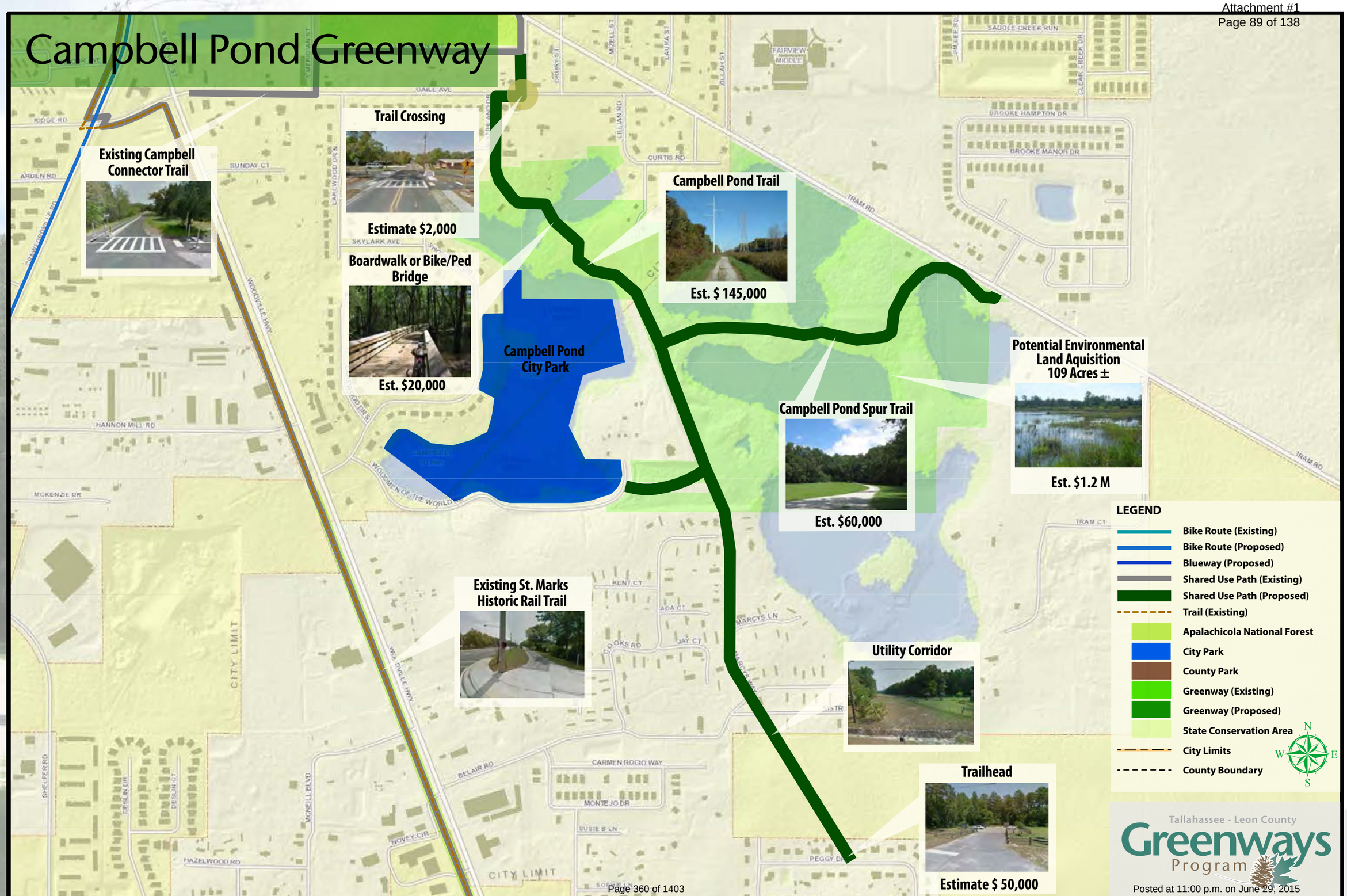
Although the area within the corridor is largely vacant, at least ten public trail easements will have to be acquired along the utility corridor and along the corridor of the Campbell Pond Spur Trail. The Planning Department has previously tried several times to acquire several parcels of land in this area for the Greenway System. This voluntary land acquisition effort, identified as the Tram Road Karst Ponds project, was attempted because of the high environmental sensitivity of these parcels, and to help protect the Florida Aquifer from development impacts associated with mining or other potential development activities, as well as any associated non-point runoff. Acquisition would also protect and enhance existing listed species habitat, and provide flood mitigation from existing adjacent residential stormwater runoff. Although this land acquisition project was not successful at the time, it is still important to preserve these ponds and the surrounding area from development or resource extraction. The acquisition of this area would provide a critical link between existing and planned greenways and trails in this rapidly developing area of Tallahassee. Towards this end, nine parcels totaling 109 acres have been identified for acquisition. This acquisition would preserve the majority of the existing ponds and uplands, as well as allowing trail linkages to surrounding residential areas.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Campbell Pond Trail	1.1 miles	1	$100K/mile for10' crushed stone $250K/mile for 10' wide pavement	$145,000
Boardwalk or Bike/ped Bridge	100'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$20,000 (wooden boardwalk)
Campbell Pond Spur Trail	0.6 mile	1	$100K/mile for crushed stone	$60,000
Trailhead	n/a	1	$50,000 for small parking area, fencing, signage	$50,000
Trail Crossing	n/a	2	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$4,000
Land Acquisition	n/a	109 acres (nine parcels)	Est. $10,000/acre	$1,200,000
SUBTOTAL	1.7 miles (trail)			$1,479,000
			20 percent overhead for engineering design and permitting	$295,800
TOTAL				$1,774,800

Campbell Pond Greenway



Project #23: Black Swamp Greenway Trail

Description

The Black Swamp Greenway Trail is a 1.2 mile shared use path along an existing maintenance road through Black Swamp. This trail would provide bicycle and pedestrian access from the Capital Cascade Greenway west to Lake Bradford Road, and further west along existing roadways to the Tallahassee Museum.

Existing Improvements

The Black Swamp maintenance road is constructed of fill dirt, and it is located along the south side of a man-made drainage channel that is maintained by the City of Tallahassee.

Future Improvements

The Black Swamp Trail is proposed as a minimum 10' wide stabilized natural soil surface with signage where necessary. The trail will also require removable bollards to provide maintenance access when necessary. A bicycle/pedestrian bridge will be necessary on the east end of this trail to allow users to cross the drainage channel to access the Capital Cascade Greenway. This bridge should be a prefabricated steel bridge.

The creation of the Black Swamp Trail would require obtaining trail easements from at least 11 different property owners affecting approximately 15 properties. An alternative, given the history of Black Swamp as an area subject to flooding, would be the acquisition of conservation easements over existing wetland areas for stormwater and habitat management. This project would require the acquisition of easements on approximately 25 parcels from at least 17 different property owners.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Black Swamp Trail	1.2 miles	1	$74K/mile for 10' stabilized natural surface	$90,000
Bike/Ped Bridge	80'	1	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost.	$96,000
Trail Easement Acquisition	n/a	15 parcels	Staff Time	n/a
SUBTOTAL	1.7 miles (trail)			$186,000
			20 percent overhead for engineering design and permitting	$37,200
TOTAL				$223,200

Black Swamp Greenway Trail

Project #24: Southwest Sector Greenway

Description

The Southwest Greenway is a shared use path for bicyclists, hikers, equestrians, and other non-motorized users that will connect existing and new residential areas to nearby greenways, commercial and office areas, and nearby trails. This trail project implements Policy 10.1.4 in the Land Use Element of the Tallahassee – Leon County Comprehensive Plan by connecting open space and greenways outside the Southeast Sector Planning Area to the open space/greenway system within the Southeast Sector Planning Area.

Existing Improvements

Policy 10.1.1 of the Comprehensive Plan establishes the Southeast Sector Plan for an area in southeast Tallahassee and Leon County known as the Southwood property and the Colin English property. Cumulatively, these properties comprise the Southeast Sector Planning Area. The development of this area is guided by the Southeast Sector Planned Development, known as the Southeast Sector Plan. This plan contains design standards that promote compact commercial development, walk to shopping, and higher density housing in close proximity to offices, commercial uses and employment centers, as well as alternate modes of transportation and pedestrian mobility and the continued protection of conservation and preservation areas within the Southeast Sector Planning Area.

Future Improvements

The Southwest Sector Greenway is proposed as a 3.3 mile, paved shared use path that will connect Orange Avenue to Tram Road, and to Capital Circle SW via Blair Stone Road. It will run through an area anticipated to be set aside as part of the greenway requirement in the Southeast Sector Plan. This greenway trail will connect also to the Tram Road Greenway Trail, which will provide access to the Campbell Pond Greenway and the St. Marks Trail.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Southwest Sector Greenway Trail	3.3 miles	1	$250K/mile for 10' wide pavement	$825,000
Trail Crossing	n/a	2	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/ thermoplastic	$4,000
SUBTOTAL	3.3 miles (trail)			$829,000
			20 percent overhead for engineering design and permitting	$165,800
TOTAL				$994,800

SW Sector Greenway

Posted at 11:00 p.m. on June 29, 2015

Project #25: Meridian Greenway

Description

The Meridian Greenway is a shared use path for bicyclists, hikers, and other non-motorized users intended to connect the Elinor Klapp-Phipps Park, on its southern terminus to Alfred B. Maclay Gardens State Park, the planned Orchard Pond Greenway, and the Georgia State line. This greenway trail will connect many residential areas to these greenways which are currently not accessible except by automobiles and other vehicles. It will parallel Meridian Road, which is a protected canopy road in Leon County and cannot be widened. The Northeast Connector Corridor Greenway is a segment of this larger proposed greenway trail, but the cost for this segment is not included below.

Existing Improvements

Elinor Klapp-Phipps Park is a 670-acre greenway located east of Lake Jackson on the west side of Meridian Road. It is managed by the City Of Tallahassee. The property is owned by Northwest Florida Water Management District. The City owns and manages an adjoining 162 acres that contain two existing active recreation areas: the Meadows Soccer Complex on Millers Landing Road, a youth and adult soccer facility, and the Meridian Park area, a multi-use youth sports complex. The remainder of this park is utilized for passive forms of recreation and environmental education.

The Alfred B. Maclay Gardens State Park is a 1,176-acre Florida State Park, botanical garden, and historic site. Dedicated to the public in 1953, the western half of the park is a popular destination for bicyclists, runners, hiker, and equestrians.

Future Improvements

The Meridian Greenway is proposed as a 10' wide, crushed rock trail 12.7 miles in length with paved segments where there are significant grade changes as necessary to manage erosion from stormwater. It will require approximately eight road crossings and two boardwalks or bridges, one within a watershed draining into the Ford's Arm of Lake Jackson, one south of the intersection of Bannerman Road, and the other within a ravine north of Millers Landing Road. This greenway project will require a substantial amount of coordination with property owners and neighborhood associations and between the City of Tallahassee and Leon County for design and permitting issues. Depending on which side of the road certain segments can or should be located, additional trail crossings may be necessary.

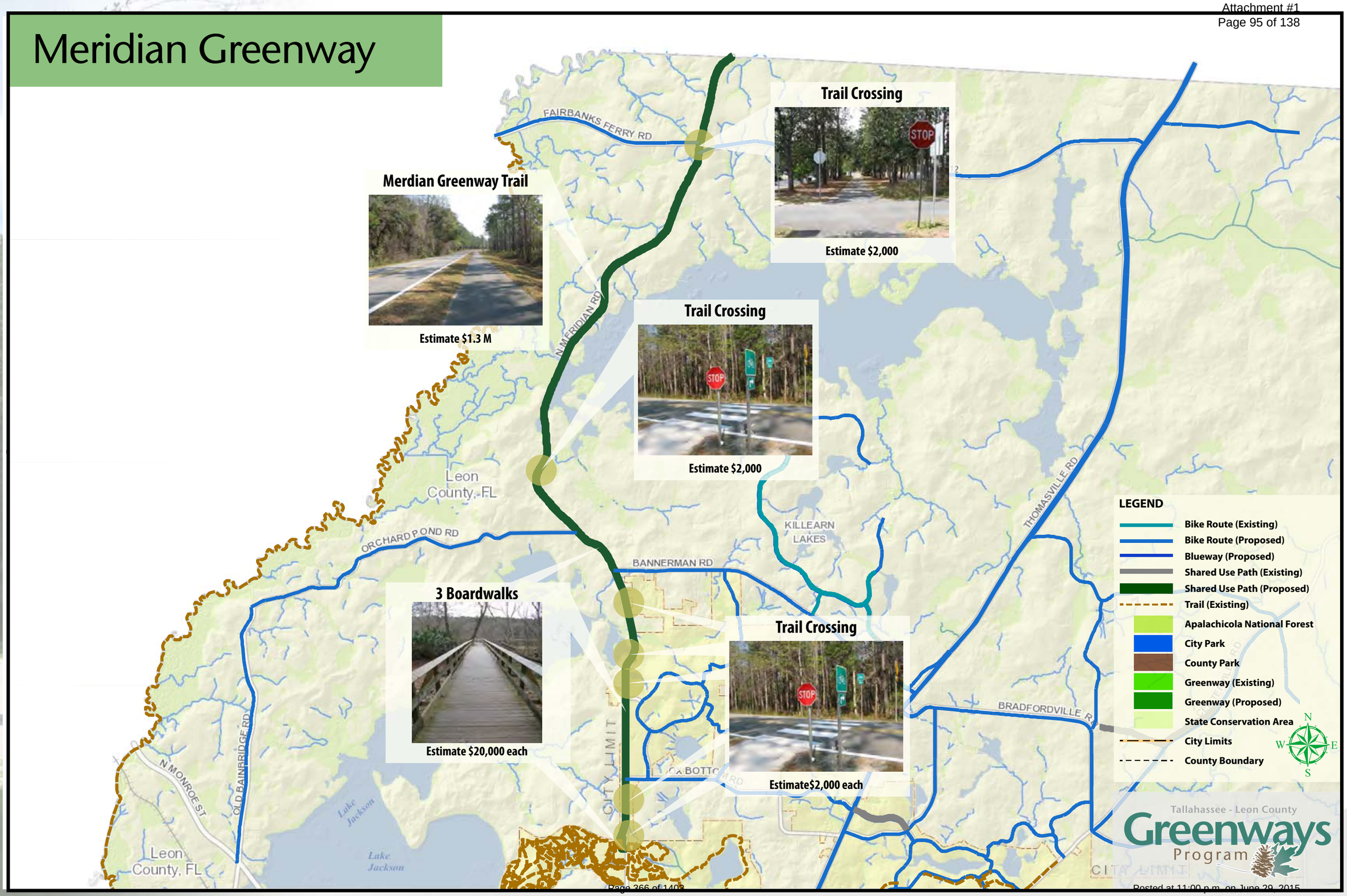
Meridian Road is a regulated County canopy road. Several segments of the trail can be located within a cleared City gas pipeline corridor on the west side of Meridian Road if the appropriate public trail easements are acquired. No costs are anticipated for the acquisition of these easements, but several segments may require wooden fencing to delineate the trail so as to minimize any potential trespassing onto adjacent property. The segment between Ox Bottom Road and Summerbrooke Road can be located if feasible on the east side of Meridian Road within a series of buffer properties owned by the City of Tallahassee and within property owned by the Leon County School Board adjacent to Hawks Rise Elementary School (outside the school's perimeter fence).

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Meridian Greenway Trail	11 miles crushed rock 0.8 miles paved	1	$100K/mile for10' crushed stone $250K/mile for 10' wide pavement	$1,260,000
Trail Crossing		12	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$24000
Boardwalk/Bridges	100'	3	Prefabricated 10' wide steel pedestrian bridge ($1,200 per LF with design, engineering, installation and administration costs.). An 8' wide clearance can reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF.	$60,000
SUBTOTAL	12.7 11.8 miles (trail)			$1,344,000
			20 percent overhead for engineering design and permitting	$268,800
TOTAL				$1,612,800

Meridian Greenway



Project #26: Phipps Greenway

Description

The Phipps Greenway is a shared use path for bicyclists, hikers, equestrians, and other non-motorized users that connects the J. Lee Vause Park at the northwest corner of Lake Jackson east to Meridian Road via the Leon County boat landing at Gardner Road. It is intended to be incorporated into the eventual development of the area known locally as the Ayavalla Plantation. This trail will allow residents to access the north shore of Lake Jackson

Existing Improvements

J. Lee Vause Park is a 26-acre Leon County park that is located on the east side of Old Bainbridge Road approximately one mile north of its intersection with U.S. Highway 27. It is also located on the northwestern corner of Lake Jackson.

The Gardner Road County Boat Landing is a put-in location for small fishing boats and paddle craft on the eastern shore of Carr Lake.

Future Improvements

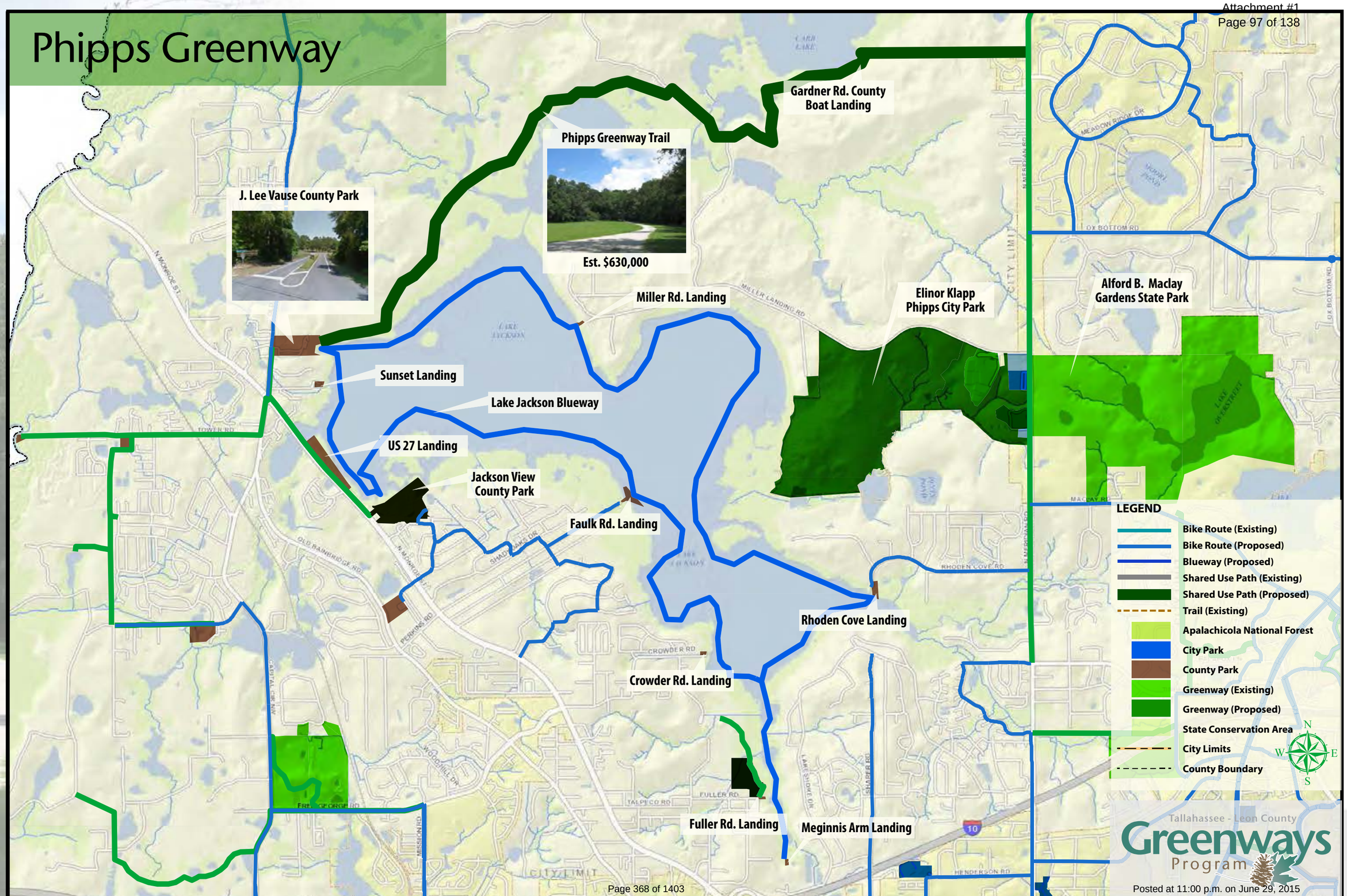
The Phipps Greenway is a 10' wide crushed rock trail 6.3 miles in length. It can be located on or adjacent to existing access roads previously established within Ayavalla Plantation. Any bridges, trail crossings, or other features will depend on the road layout if and when this property (or portions thereof) is developed in the future. The plantation remains for now in private hands, and there will be no public access of any kind until the property is developed with public roads, greenways, easements, or other legally accessible infrastructure.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Phipps Greenway Trail	6.3 miles	1	$100K/mile for10' crushed stone	$630,000
SUBTOTAL	6.3 miles (trail)			$630,000
			20 percent overhead for engineering design and permitting	$126,000
TOTAL				$756,000

Phipps Greenway



Posted at 11:00 p.m. on June 29, 2015

Project #27: Ft. Braden Greenway

Description

The Ft. Braden Greenway is a shared use path for bicyclists, hikers, equestrians, and other non-motorized users that connects the Ft. Braden Branch Library, the Ft. Braden Community Center, and the Ft. Braden Elementary School to the western terminus of the Bradford Brook Chain of Lakes Greenway.

Existing Improvements

The Ft. Braden Community Center and the Ft. Braden Branch Library are located at the intersection of State Road 20/Blountstown Road and E. Joe Thomas Road, approximately 10 miles west of Tallahassee. The Ft. Braden Elementary School is approximately one mile east of the Library.

Future Improvements

The Ft. Braden Greenway is a 10' wide crushed rock trail 5.5 miles in length. It can be located within the right of way of State Road 20, or follow all or portions of a parallel utility corridor located on the south side of the roadway. At least two crossings will be required, one at National Forest Road #325, Sir Richard Road, and E. Joe Thomas Road. The first two roads are dirt and so won't require markings beyond signage, whereas the latter is paved and will require markings in addition to signage.

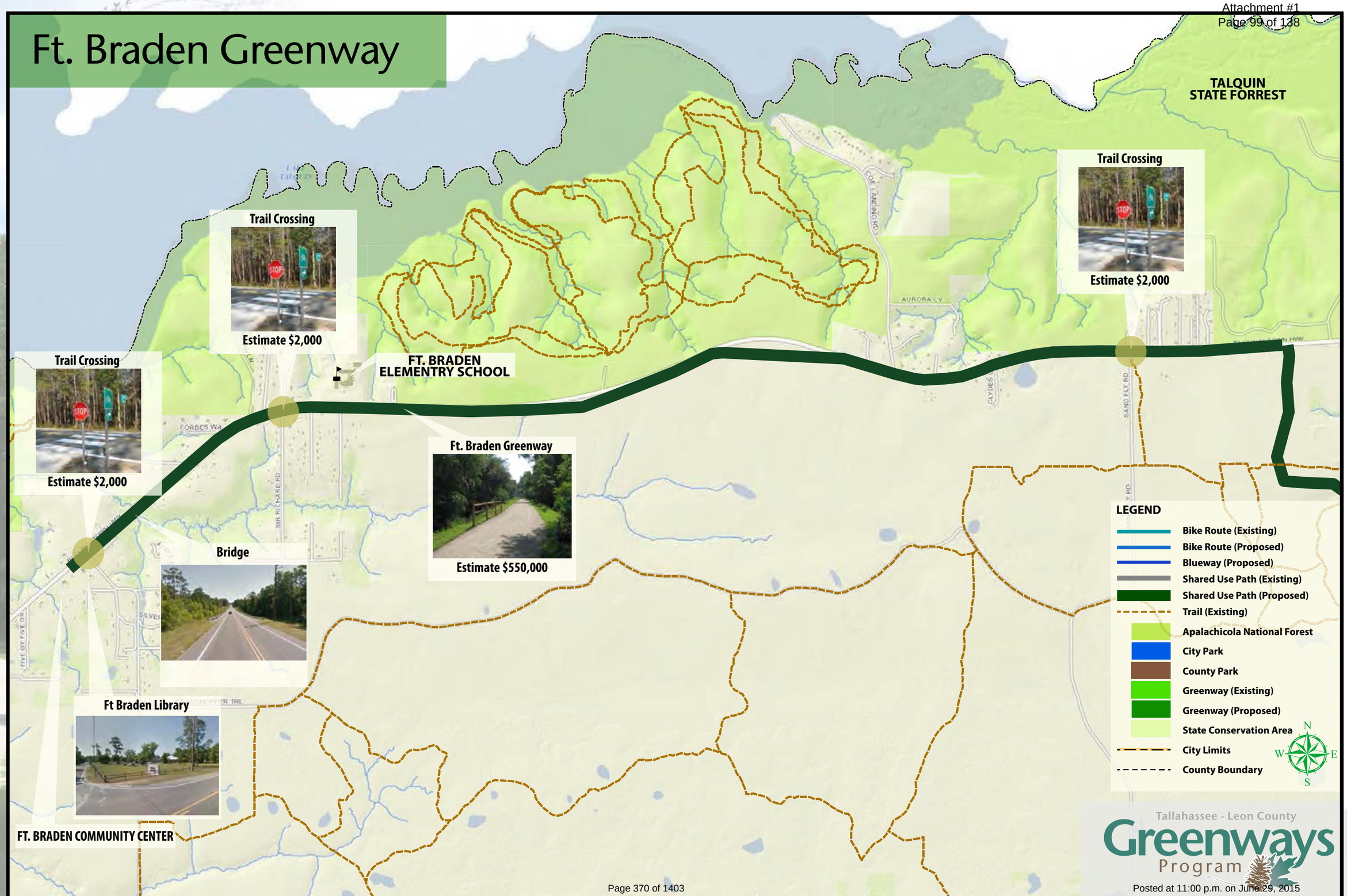
A bridge over a small watercourse is located approximately ¼ mile east of the Ft. Braden Branch Library. The trail will be required to run parallel to the travel lanes on the bridge, which will require some additional signage and pavement paint markings. It may also be necessary to pave the inclined portions of this trail as it traverses the small valley it has created over time.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Ft. Braden Greenway Trail	5.5 miles	1	$100K/mile for10' crushed stone	$550,000
Trail Crossing		3	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$6,000
SUBTOTAL	5.5 miles (trail)			$550,000
			20 percent overhead for engineering design and permitting	$110,000
TOTAL				$660,000

Ft. Braden Greenway



Project #28: Thomasville Road Greenway

Description

The Thomasville Road Greenway is a proposed shared use path or multi-use trail for bicyclists, hikers and other non-motorized users that connects North Monroe Street, Midtown, and residential areas north of midtown to Live Oak Plantation Road. If located on the west side of Thomasville Road, it would replace several sidewalk segments that are not up to modern standards. Given that Thomasville Road south of I-10 does not have bicycle lanes, this would provide an alternative route for bicyclists, and it would allow bicyclist, pedestrians, and other trail users to access a wide variety of existing businesses, including a major shopping area south of Bradford Road, a public school, and several parks. It would also fill in a gap in the Goose Pond Trail that would allow this trail to connect to the Timberlane Ravine Greenway north of Live Oak Plantation Road.

Existing Improvements

Dorothy Oven City Park is located on the east side of Thomasville Road north of Hermitage Boulevard. Winthrop Park is located on the east side of Thomasville Road south of Armisted Road.

A sidewalk is located along the east and wide sides of Thomasville Road from its intersection with North Monroe north to Bradfordville. However, the west sidewalk segment between Gardenia Drive and Live Oak Plantation Road is pavement. Depending on available right of way, existing trees, fences, and other constraints, segments of this trail may be located on either side of the roadway. This may also require additional signed crossings.

Future Improvements

The Thomasville Road Greenway trail is a nominal 8' wide paved trail 5.5 miles in length. It can be located within the right of way of Thomasville Road. It is estimated that approximately 38 trail crossings of existing road intersections or major entrances and exits will be required.

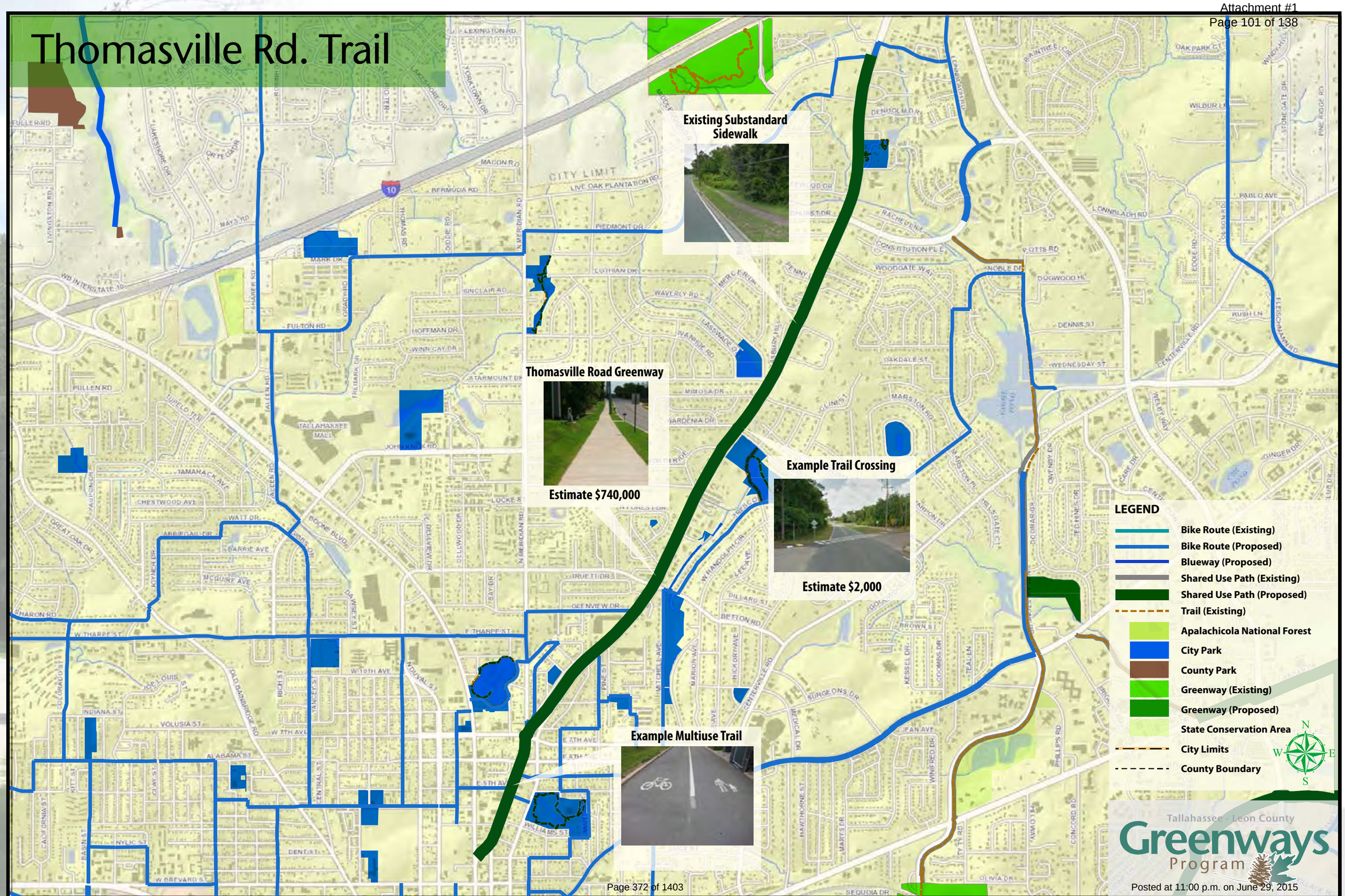
Due to the presence of large trees, driveways, road intersections, high-speed traffic, varying widths of pavement and right of way, a variety of users, and other potential design issues, this project will require increased coordination between the City of Tallahassee and the Florida Department of Transportation, and consideration of alternative trail designs. These issues and alternatives may require additional engineering design and permitting costs, as well as public input. Alternative solutions may include installing bike lanes along segments without sufficient right of way for a trail, but sufficient pavement width for a bike lane, and rebuilding sidewalks where necessary. Additional signage may also be required to alert motorists to the presence of bicyclists, and to help bicyclists ride more safely along a crowded urban corridor.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Thomasville Road Greenway Trail	3.7 miles	1	$250K/mile for 10' wide pavement	$740,000
Trail Crossing		38	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/ thermoplastic	$76,000
SUBTOTAL	5.5 miles (trail)			$816,000
			20 percent overhead for engineering design and permitting	$163,200
TOTAL				$979,200

Thomasville Rd. Trail



Posted at 11:00 p.m. on June 29, 2015

Project #29: FAMU Greenway

Description

The Florida Agricultural and Mechanical University (FAMU) Greenway is a shared use path for bicyclists, hikers, and other non-motorized users that connects the St. Marks Trail and nearby residential areas to FAMU, including the FAMU community garden area on the south side of Orange Avenue, and existing commercial areas along South Adams, South Monroe, and to residential areas along South Meridian Street. This greenway trail would parallel sections of the Western Drainage Channel that carries stormwater into Lake Henrietta and Lake Munson from areas as far north as the Indianhead neighborhood. It would be an alternative recreational and transportation corridor on the south side of Tallahassee, and would function as a spur trail to the St. Marks Trail.

Existing Improvements

The City of Tallahassee has made recent improvements to the Western Drainage Channel that are intended to facilitate flow and to reduce flooding and erosion, as well as improving the appearance and safety of this important drainage infrastructure.

The Tallahassee-St. Marks Historic Railroad Trail State Park (St. Marks Trail) is a rail trail and Florida State Park located on 16 miles of the historic railbed of the Tallahassee Railroad, which ran between Tallahassee and St. Marks, Florida. The trail ends near the confluence of the St. Marks and Wakulla Rivers. The portion of the trail south of US 98 is designated as a portion of the Florida National Scenic Trail. A paved extension of the trail extends north for approximately 4 miles into the City of Tallahassee.

Future Improvements

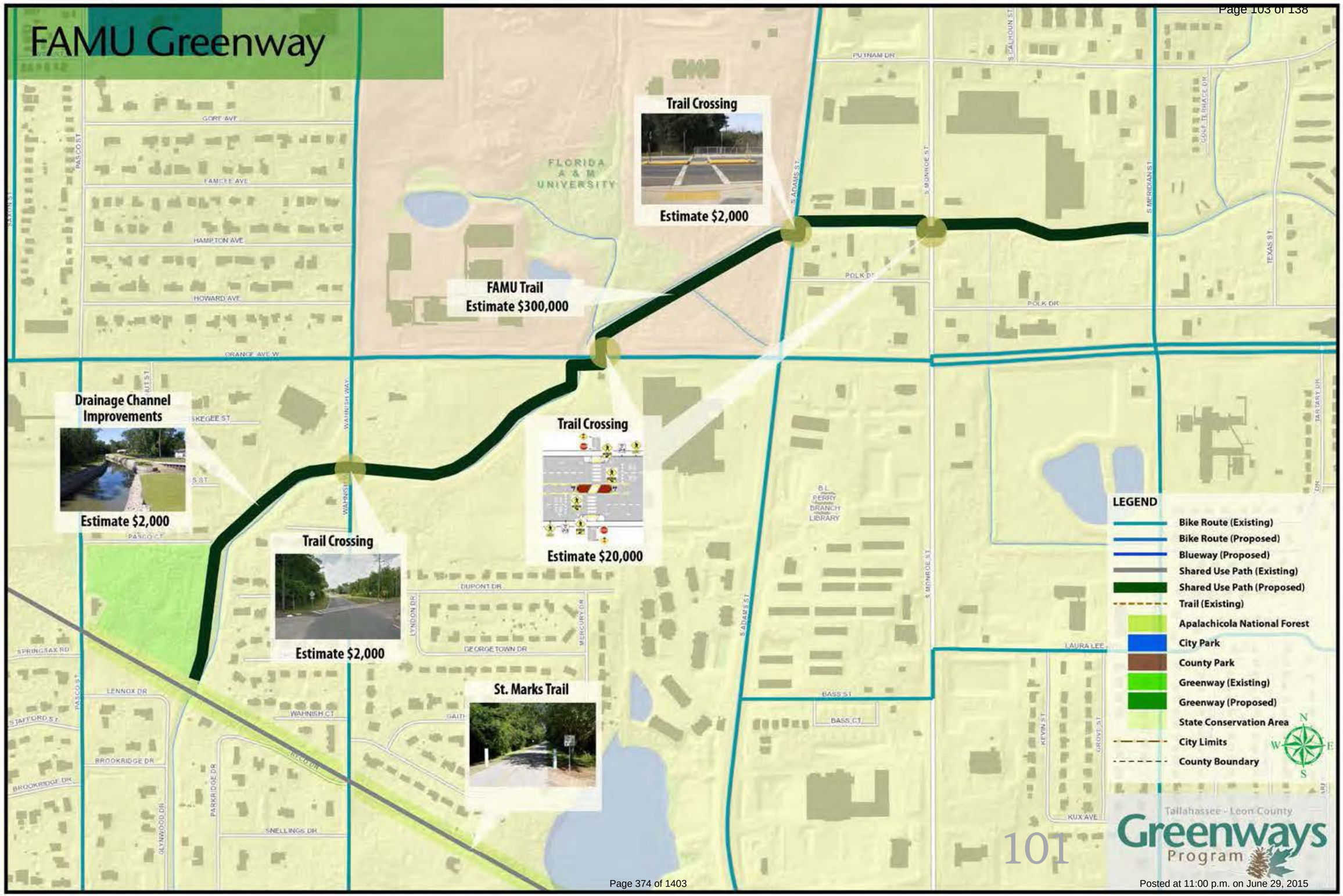
The FAMU Greenway trail is a minimum 10' wide paved trail 1.2 miles in length. With the exception of an approximately 500' length of trail immediately west of South Meridian Street, all of the property that the trail would be located on is in public ownership. The drainage channel is also protected by a drainage easement along the length of the trail corridor. At least four trail crossings of existing roads will be required. Two of these crossings will be four-lane mid-block crossings, which will require additional pedestrian treatments, including consideration of additional signals. An additional 7.3 acre parcel adjacent to the St. Marks Trail and west of the Western Drainage Channel is vacant, but forested. If acquired, it could provide a location for a small rest area for trail users.

Cost Estimates

Estimated costs are summarized as follows:

Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
FAMU Greenway Trail	1.2 miles	1	$250K/mile for 10' wide pavement	$300,000
Trail Crossing		2	Minimum eight signs per crossing @$100/per installed, and $800-$1,200 for reflective pavement paint/thermoplastic	$4,000
Trail Crossing (mid-block)		2	$100,000	$200,000
SUBTOTAL	5.5 miles (trail)			$504,000
			20 percent overhead for engineering design and permitting	$100,800
TOTAL				$604,800

FAMU Greenway



Project #30: Welaunee Greenway

Description

The Welaunee Greenway project is intended to expand regional bike/ped mobility and to provide connectivity residential areas to the west and south and to the Miccosukee Canopy Road Greenway (Miccosukee Greenway).

The Welaunee Greenway is an 8.4 mile shared use trail corridor along the perimeter of the Welaunee Arch, which is part of the existing Welaunee landholding. Locally, the various portions of Welaunee have been described as the toe, arch, and heel of a boot, the shape that the property resembles on a map.

This greenway, when developed as part of the Northeast Gateway Blueprint 2020 infrastructure project, will extend a 2.1 mile segment through the Welaunee Toe, to create a loop of almost 17 miles in length. The shared use trail portion of the greenway will be paved. However, if constructions costs, stormwater requirements, or environmental feasibility become an issue, other hard surface treatments may be considered.

The length of the Greenway, the surrounding residences, and the planned development in the Welaunee Toe, Arch and Heel areas, will provide a trail corridor which will meet a diverse population of users of various interests and abilities including cyclists, pedestrians and equestrians.

The Greenway will range from approximately 75' to 150' in width in much of the corridor with greater widths in select areas due to wetlands and stream flow ways. This corridor will be comprised of the existing edge canopy and understory and the Welaunee firebreak road which may provide a readymade trail alignment. The 12' wide paved trail, with perimeter fencing and open pasture on one side, will have increased visibility which will provide improved CPTED (Crime Prevention Through Environmental Design). The preserved canopy and understory along the other side of the firebreak road will be preserved to provide privacy from adjacent roadways and homes.

The conceptual plan for the Welaunee Greenway addresses the alignment, character, and features in a series of four segments which can be phased to extend the experience of trail users on the existing Miccosukee Greenway.

Existing Improvements

The Miccosukee Canopy Road Greenway is a 500-acre linear park and greenway that is owned by the State of Florida and managed by Leon County. A main trunk trail with a crushed rock surface runs most of the length of the Greenway, with additional side trails in wider areas.

Future Improvements

The phasing of this greenway project will be dependent upon the implementation timeline of the Northeast Gateway Blueprint 2020 infrastructure project. The elements of this greenway project including the following segments:

1- The project description comes from the Welaunee Greenway Conceptual Plan (published on May 8, 2013) prepared for Powerhouse, Inc., by Littlejohn Engineering Associates, Orlando.

Segment 1: Crump and Roberts Road

The Segment 1 corridor is approximately 3 miles in length and begins at the Crump Road Trailhead of the Miccosukee Greenway and parallels Crump north to the neighborhood of Pine Tree Circle along Coach Road. At the neighborhood, the corridor jogs west around the perimeter for a distance of almost a mile as it returns to the Crump Road alignment and continues north to Roberts Road. At Roberts Road, the Segment 1 corridor turns to the west, towards its terminus at the proposed Segment 2 Roberts Road Trailhead.

Opportunities and Constraints

- There are two drainage channel crossings requiring boardwalks. Equestrian users may desire to use a shallow, stabilized crossing.
- This is one of two locations where the greenway abuts homes. A dense buffer of at least 50' should be maintained in this area.
- Corridor segment provides views of wetlands and upland areas
- Rest stop area at the northwest corner of Pine Tree Circle neighborhood

Segment 2: Welaunee Boulevard

Segment 2 of the Welaunee Greenway will begin at the Roberts Road Trailhead and travel a predominately western direction approximately 2 miles to Robert Elementary School and Montford Middle School. In the future, an alignment for Welaunee Boulevard is expected to cross the Welaunee Greenway in this area. This segment features a trail completely free from parallel roadways and in its center features wetlands and flow way crossings. Segment 2 will also begin to provide the parents and children of the surrounding community with a link to both schools.

Opportunities and Constraints

- Opportunity to partner with the school board for a trailhead at one of the two schools
- Corridor is free from parallel roadway traffic and provides views of wetlands and flow ways
- The wetlands and flow ways present opportunities for rest stops
- Opportunity to connect the community north of the greenway via a pathway through Centerville Road

Segment 3: Centerville and Shamrock Way

Segment 3 of the Welaunee Greenway continues past the schools and extends almost two miles to the southwest to the intersection of Shamrock Way and Centerville Road where a second trailhead is proposed between the Shamrock Way Extension and the electrical substation. The segment provides a southern link to the elementary and middle schools and travels along the edge of Centerville Road's 100' Canopy Road Protection Zone. A flow way crossing, channeled through the Canopy Road Protection Zone, presents another boardwalk crossing opportunity and wet crossing for equestrian riders.

Opportunities and Constraints

- Connects more homes to schools and trail system than any other segment
- Existing 100' Canopy Road Protection Zone on Centerville Road buffers all trail users from roadway
- Flow way crossing
- Shamrock Way Extension into the Arch will require a 2-lane crossing for equestrians and trail users
- Shamrock Way Extension into the Arch will improve network accessibility via sidewalks and trailhead

Segment 4: Powerline Corridor

South of the Shamrock Way Trailhead, Segment 4 extends the Welaunee Greenway to the crossing of Interstate 10 and connection to trails on the City's property and the Canopy Project, ultimately connecting to the Miccosukee Greenway. This segment will link the community west, north and east of Welaunee to the two planned mixed use projects in the Welaunee Toe and the Northeast Gateway Activity Center. At the Activity Center, an urban trailhead will be introduced to serve those entering, exiting and living in the activity center.

The trail will parallel the powerline easement, include a rest stop overlooking two large wetlands, connect to the Buckhead neighborhood and terminate at Interstate 10 with a bicycle and pedestrian bridge spanning the interstate. The bridge will be designed as a pedestrian/bicycle overpass and an iconic gateway feature for visitors entering Tallahassee from the east.

Opportunities and Constraints

- Trail can utilize powerline maintenance road
- Large wetlands provide buffers from adjacent homes
- Neighborhood connection to Buckhead is present
- Power lines will require trail ramp and pedestrian bridge to be sufficiently clear for safety
- Equestrian users may not desire to travel south of I-10 bridge as planned development in the Toe is more urban

To Canopy Project Trails and Miccosukee Canopy Road Greenway

This critical 2.1 mile western connection between the Welaunee Greenway trail system in the Welaunee Toe and the Miccosukee Greenway completes the loop of approximately 17 miles. It presents an opportunity for a development partnership between the City of Tallahassee and the Canopy Project. The trail will connect the surrounding community to employment centers, schools, homes and shopping areas of the Toe, Arch and Heel. The trail also will make the greenways system a destination for the Big Bend region.

Opportunities and Constraints

- The Toe is a high density area with a wide variety of trail users for commuting and recreation
- Welaunee Boulevard will require a trail crossing (underpass) for the connector trail
- The ravine area presents some interesting views and experiences as well as some CPTED issues for trail users
- Dove Pond in the Canopy Project mixed use village will be a buffer for village residents, an amenity for trail users and a connection to the Miccosukee Canopy Road Greenway

Other Connections

An existing drainage easement located across the Welaunee Arch east of Centerville road receives excess surface flow from the Killearn lake system west of Centerville, and drains south across the Miccosukee Greenway and ultimately into Lake Lafayette. This easement is owned by the City of Tallahassee and Leon County. The landowner retains all other property rights, including the right to construct active and passive recreation facilities in the drainage easement that do not impair the easement's functioning. A parallel or connecting trail may be considered at a later date to traverse the length of this easement and establish another connection with the Miccosukee Greenway, depending upon the landowner's plans for the property, public demand, development opportunities and constraints, and available funding.

Cost Estimates

According to the Federal Highway Administration, the estimated construction cost of one mile of 10-foot-wide asphalt paved path with signs, minor drainage, and limited urban road crossings is approximately $250,000 per mile. This is also consistent with the Florida Department of Transportation estimates for similar paths. The estimated cost for one mile of 10-foot-wide granular/crushed rock trail is $100,000.

The estimated costs for pedestrian bridges can vary significantly depending on the span, materials, permitting, and other variables. A pedestrian bridge was proposed in 2005 to cross Interstate – 4 in Seminole County, Florida. Its estimated cost was $860,000.

The estimated cost of a bike/ped underpass of a planned bridge is relatively negligible if the bridge is necessary for other reasons. The bridge crossing simply needs to be high enough to accommodate bicyclists, if equestrian users are not to be expected or accommodated on the trail passing beneath the bridge.

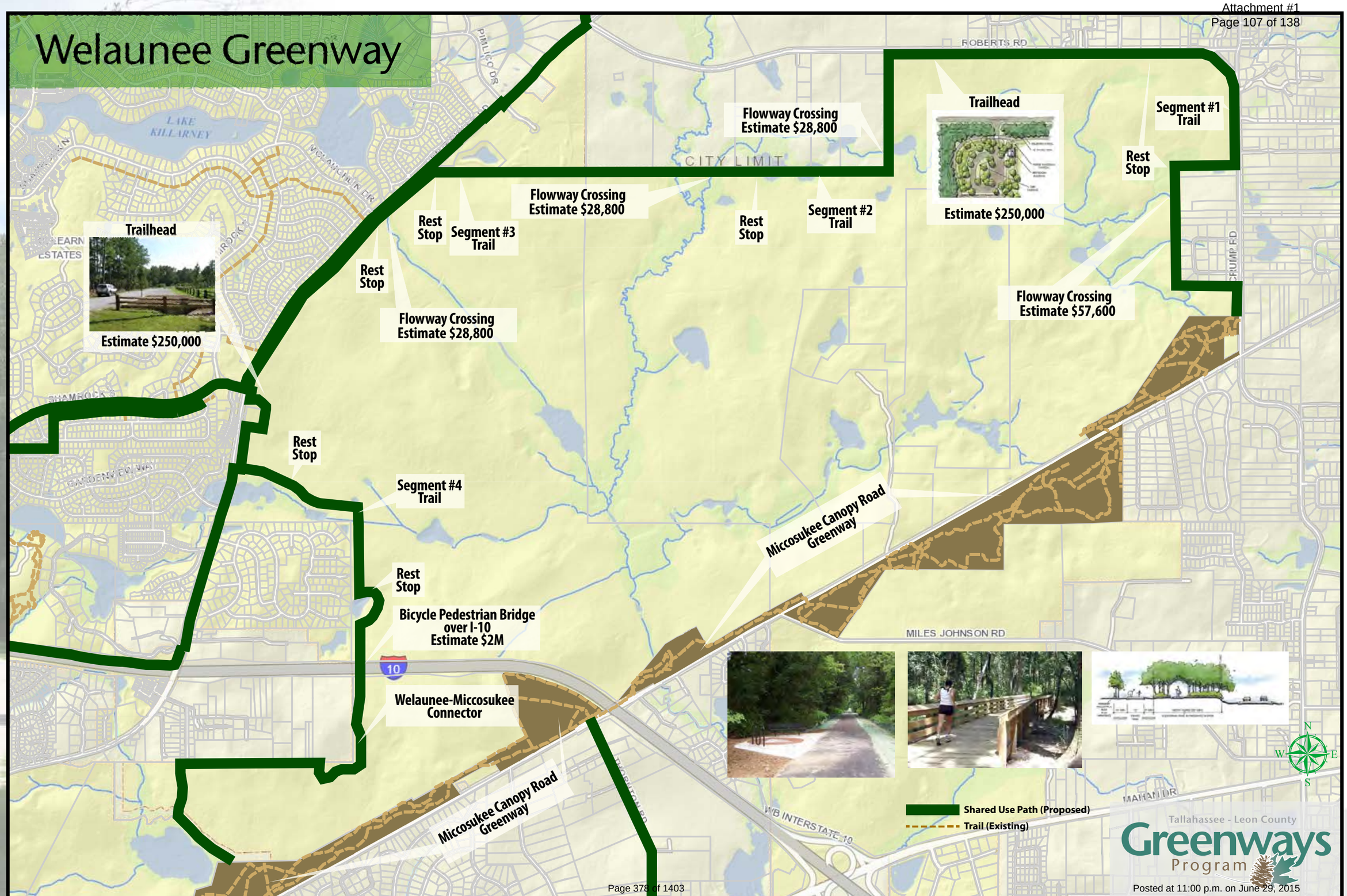
Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Welaunee Greenway Trail	12' Paved Trail	8.4 miles	1	$250K/mile for granular/crushed stone	$2,100,000
Welaunee Greenway Trail	10' Unpaved Trail	8.4 miles	1	$105,600/mile for natural stabilized surface	$887,040
Welaunee Greenway Trail	Fencing	8.4 miles	1	$5/LF	$221,760
Welaunee Greenway Trail	Boardwalk/Bridge	320'	5	Prefabricated 10' wide steel pedestrian bridge ($1,200/LF with design, engineering, installation, and administration costs). An 8' wide clearance will reduce this cost. A 10' wide wooden boardwalk is approximately $200/LF. (The Welaunee Greenway Conceptual Plan estimated $90/LF.) Total unit costs are $60,000 for steel bridge, $10,000 for wooden boardwalk.	$144,000 (wooden boardwalk)
Welaunee Greenway Trail	Trailhead	n/a	2	$250,000	$500,000
Welaunee Greenway Trail	Bicycle/Pedestrian Bridge over Interstate - 10	Min. 400'	1	variable	$2,000,000
Welaunee Greenway Trail	Trail Crossing	n/a	2	$2,000	$4,000
				20 percent overhead for engineering design and permitting	$1,171,360
	TOTAL				$7,028,160

Total estimated cost = $7,028,160.

Additional estimated costs beyond those prepared for the Welaunee Greenway Conceptual Plan include those for a bicycle/pedestrian bridge over Interstate – 10 and several trail crossings of other nearby proposed trails not on the subject property. These estimates also do not include any land acquisition costs.

Welaunee Greenway



Project #31: Orchard Pond Greenway

Description

The Orchard Pond Greenway project is intended to expand regional bike/ped mobility and to provide connectivity from residential areas east of Meridian Road and along Bannerman Road to Old Bainbridge Road and the Ochlockonee River. It will parallel the proposed Orchard Pond Toll Road, connecting Meridian Road to Old Bainbridge Road.

The Orchard Pond Greenway is an 5.5 mile shared use trail corridor mostly located within the original corridor of Orchard Pond Road. The trail will have a paved surface.

Existing Improvements

Orchard Pond Road is a 4.6 mile dirt road that has been privately owned, and maintained as a public road by Leon County. It has a clay and sand surface. As of July 9, 2013, an agreement between the property owner and Leon County was adopted by the Leon County Board of County Commissioners to transfer a majority portion of Orchard Pond Road to the County for a greenway trail, and to take possession of a recreation trail along a new portion of the proposed Orchard Pond Road, which is currently under construction.

Future Improvements

The Greenway trail will have three segments. Phase I of this project will convert an approximately 3.6 mile segment of Orchard Pond Road to a 12' wide, paved pedestrian and bicycle (bike-ped) trail. The eastern end of this segment will begin at a trailhead located approximately 1,000' east of Old Bainbridge Road next to Orchard Pond Road. This trail segment will extend 3.6 miles east to the intersection of the Orchard Pond Toll Road with the existing Orchard Pond Road.

Phase II of the Greenway will be a 12' paved, bike-ped trail approximately 1.4 miles long that will parallel the proposed Orchard Pond east to Meridian Road. The western end of the trail will cross Meridian Road east to connect to the Bannerman Road bike-ped trail planned to extend east to Thomasville Road.

As part of Phase II, another 0.5 mile trail will extend from the trailhead near Old Bainbridge Road west to this road, and then north to the Ochlockonee River. This will be called the Riverwalk Trail. It will be a 12' wide paved trail. If constructions costs, stormwater requirements, or environmental feasibility become an issue, other trail surface treatments may be considered.

Cost Estimates

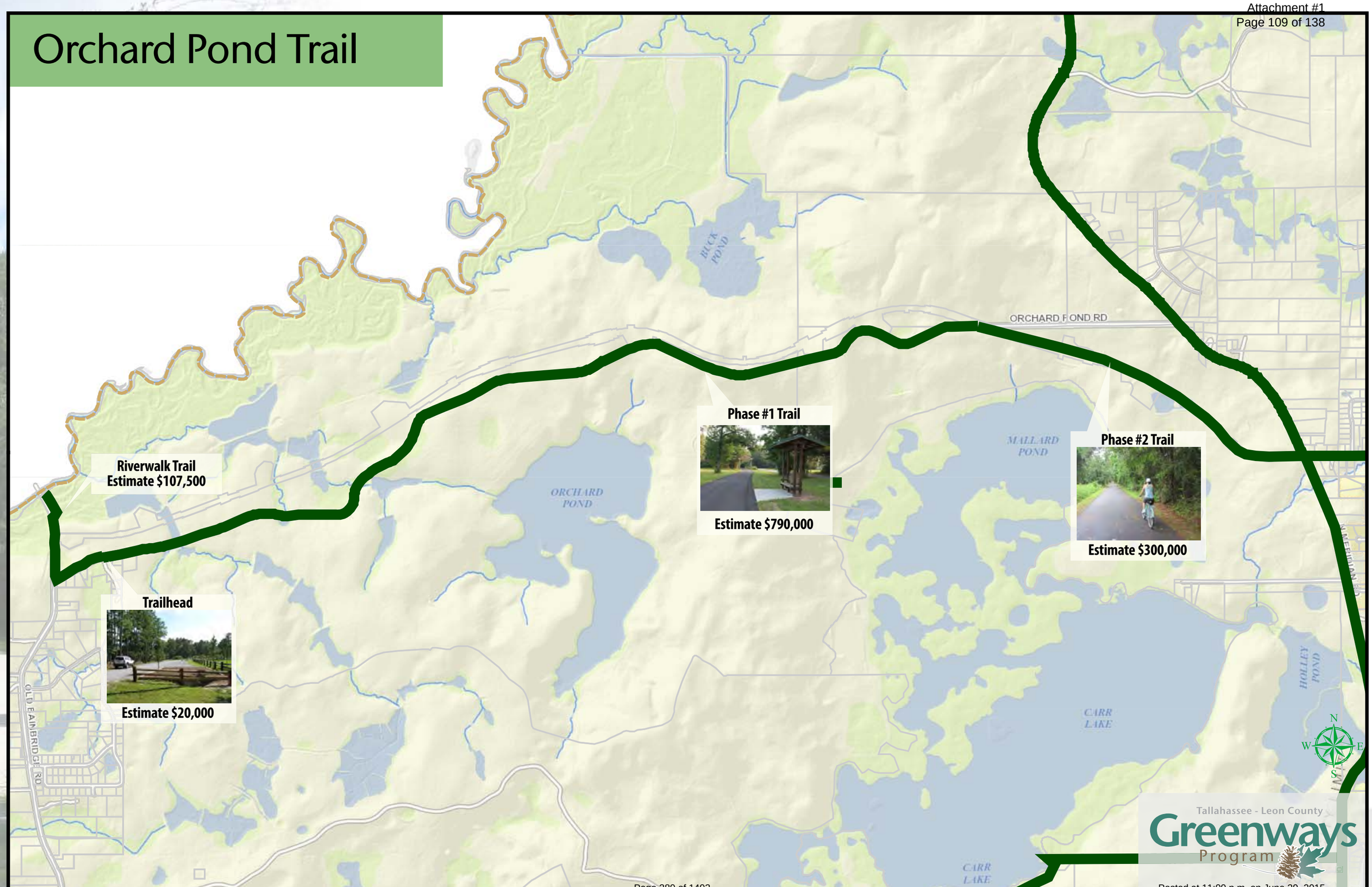
According to the Federal Highway Administration, the estimated construction cost of one mile of 10-foot-wide asphalt paved path with signs, minor drainage, and limited urban road crossings is approximately $250,000 per mile. This is also consistent with the Florida Department of Transportation estimates for similar paths. The estimated cost for one mile of 10-foot-wide granular/crushed rock trail is $100,000.

The Leon County Department of Public Works has estimated the cost to pave a 12' wide trail approximately 4.2 miles long within the right of way of Orchard Pond Road as $850,000 to $900,000. The Planning Department estimates the total length of trail within the original corridor of Orchard Pond Road and the new section together as 5.0 miles. The following estimated costs have been prepared using the per mile figures used by Public Works.

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Orchard Pond Greenway	Phase I Trail	3.6 miles	1	n/a	$790,000
Orchard Pond Greenway	Phase II Trail	1.4 miles	1	n/a	$300,000
Orchard Pond Greenway	Riverwalk Trail	0.5 mile	1	n/a	$107,500
Orchard Pond Greenway	Riverwalk Trailhead	n/a	1	$20,000	$20,000
	TOTAL				$1,217,500

Total estimated cost = $1,217,500.

Orchard Pond Trail



Project #32: Lake Jackson South Greenway

Description

The Lake Jackson South Greenway project is intended to expand regional bike/ped mobility and to provide connectivity from Lake Jackson south to the midtown area of Tallahassee.

The Lake Jackson South Greenway is a 2.5 mile long, shared use trail that connects a string of publicly-owned properties, including the Meginnis Arm Canoe Launch on the south end of Lake Jackson to property owned by the Northwest Florida Water Management District (NWFWMD), and then south along an urban stream and next to a City of Tallahassee fire station to the Tallahassee Mall. The trail will connect from there to the City's Trousdell Gymnastic Center, and then to a residential area east of the Center and south along a proposed bicycle route system to Lake Ella and the Fred O. Drake City Park.

The trail will be a 10' paved, shared use path. However, if constructions costs, stormwater requirements, or environmental feasibility become an issue, other hard surface treatments can and should be considered. The trail will require CPTED (Crime Prevention Through Environmental Design) design and review to maximize visibility.

This trail corridor will connect recreational, residential, and commercial areas that will meet a diverse population of users of various interests and abilities including bicyclists and pedestrians.

Existing Improvements

Existing improvements include the following:

- Meginnis Arm Canoe Launch
- 42 acres owned by NWFWMD
- A drainage easement on the west side of a shopping center north of Sharer Road
- A City-owned property between Sharer Road and Allen Road
- The Trousdell Gymnastic Center
- Lake Ella
- The Fred O. Drake City Park

Future Improvements

The north end of the shared use path will connect the County's Meginnis Arm Canoe Launch at the south end of Meginnis Arm (located on the south end of Lake Jackson) to Meginnis Arm Road through property owned by NWFWMD that is adjacent to the Canoe Launch. The path would then cross the road and proceed to Lakeshore Drive along the public right of way (ROW). The path would cross under the Interstate 10 overpass to another large NWFWMD parcel that has a large stormwater treatment facility. The path would then wind around and along the shoreline of this facility on its east side to a City-owned drainage easement that connects to Sharer Road. From there, the path would cross to an existing City of Tallahassee fire station located on a large parcel of land that connects to Allen Road.

The path would then cross Allen Road and run alongside the north side of the Tallahassee Mall to the north end of the City's Trousdell Gymnastic Center. The path would run along the north side of an existing stormwater facility on the north side of the Center, and then connect to an existing street stub connecting to Delta Boulevard. From there, the path would turn into a bicycle route that will utilize minor collector and local streets to reach the Lake Ella area, including the Fred O. Drake City Park. A final shared use path approximately 0.1 mile long and 10' wide called the Glenview Connector Trail will connect Glenview Drive to Tharpe Street, which bounds the Lake Ella City Park on its north side. This connector will have a paved or concrete surface or tread.

A summary of improvements includes:

- 2.5 miles of 10' wide paved, shared use path
- Four street crossings
- 10' wide bridge or boardwalk approximately 250' long behind the Trousdell Center
- 0.1 miles of 10' paved or concrete shared use path
- Signage for the bicycle route system (funding to be provided through a separate project account)

Cost Estimates

According to the Federal Highway Administration, the estimated construction cost of one mile of 10-foot-wide asphalt paved path with signs, minor drainage, and limited urban road crossings is approximately $250,000 per mile. This is also consistent with the Florida Department of Transportation estimates for similar paths. The estimated cost for one mile of 10-foot-wide granular/crushed rock trail is $100,000.

The costs associated with a bicycle route system consist mainly of signage. The costs associated with this project will be included in the proposed Tallahassee – Leon County Bicycle Route System.

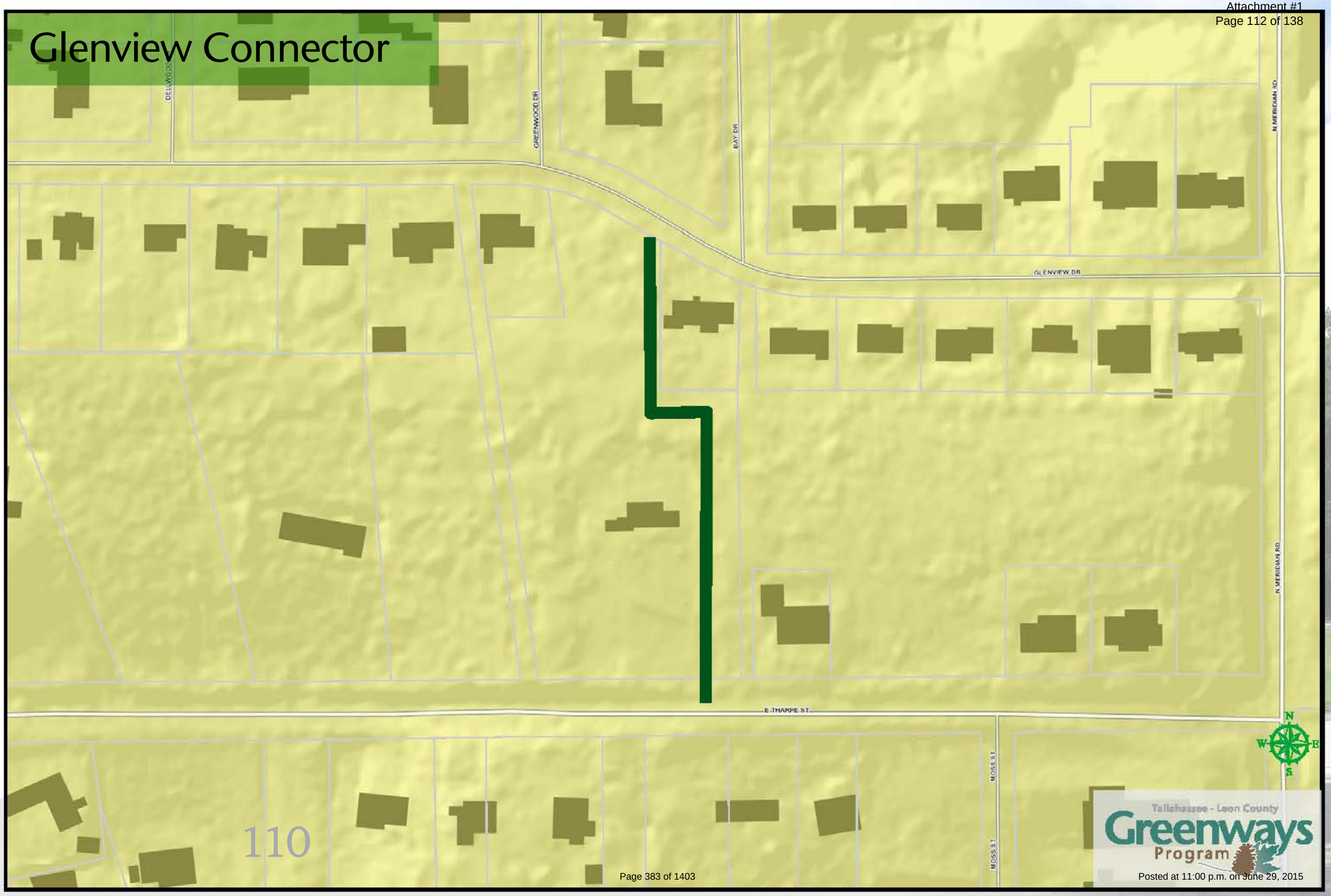
Estimated costs are summarized as follows:

Greenway Project	Improvement	Length	Total Units	Cost Per Unit	Estimated Total Cost
Lake Jackson South Greenway	12' Paved Trail	2.5 miles	1	$250K/mile for 10' wide pavement	$625,000
Lake Jackson South Greenway	Trail Crossing	n/a	4	$2,000	$8,000
Lake Jackson South Greenway	Boardwalk	10' x 250'	1	$200/LF	$50,000
Lake Jackson South Greenway	Glenview Connector Shared Use Path	0.1 miles	1	$250/mile for 10' wide pavement	$2,500
				20 percent overhead for engineering design and permitting	$126,600
	TOTAL				$812,100

Total estimated cost = $812,100.

Lake Jackson South Greenway

Glenview Connector



Trout Pond, Apalachicola National Forest

OTHER GREENWAY PROJECTS

Capital City to the Sea Trail

Initiated by a Leon County Commissioner and a Wakulla County Commissioner, the Capital City to the Sea Trail (CCST) is envisioned to be a series of existing and proposed trails that will link various regions of Wakulla County and Leon County and, eventually, Franklin, Gadsden, and Jefferson Counties. These trails are not defined for specific users but instead will provide transportation options to allow the movement of citizens in these counties by means other than motorized vehicle. Some of the existing Trails that make up this system include the St. Marks Trail (Leon County and Wakulla County) and the Ochlockonee Bay Bike Trail (Wakulla County).

At this time (February 2013), a "Master Plan" is under development that is anticipated to be underway in March 2013. This planning effort will inventory all existing and proposed local, state and federal trails in the study area to determine which segments may be considered for inclusion in the CCST. The Master Plan will also help build support for this concept, provide guidance for funding and programming, and suggest funding partnerships at the local, state, and federal levels, as well as private partnerships.

It is difficult to say at this time how many miles of trails will be under the Capital City to the Sea Trails umbrella. After the Master Plan is completed a Project Development and Environment (PD&E) Study will begin to implement the results of the Master Plan. Capital City to the Sea Multi-use Trail Feasibility Study – Renaissance Planning Group is responsible for developing the scope-of-services (SOS) for this project. In discussions with the consultants, CRTPA felt that it would also be best to perform a quick assessment of what work has been completed with this project under the auspices of other agencies and departments. This will eliminate duplication and streamline the project to what is actually needed to complete the Feasibility Study. The development of the SOS is anticipated to take 2 to 3 three months at which time CRTPA staff will recommend a course of action based on the preliminary results.

Capital Cascades Greenway

The Capital Cascade Greenway is a 6-mile long urban greenway through downtown Tallahassee that follows the course of the St. Augustine Branch, a small creek that flows south through Cascades Park, Black Swamp, and ends in Lake Munson. The Greenway, which is separated for project management purposes into four segments, is designed to manage stormwater, enhance the natural and cultural heritage of the area that is located within, and assist in promoting sustainable development and redevelopment.

The Capital Cascade Greenway is one of the signature projects of Blueprint 2000, a local initiative to provide stormwater, trail, and road projects that are efficient, attractive, environmentally responsible, and support the revitalization of in-town and Southside neighborhoods. It is funded by an extension of the local one-cent sales tax approved by voters in November 2000. The U.S. Environmental Protection Agency and the Department of Community Affairs have invested $7.8 million to the project. The Trust for Public Land is also a partner in the greenway creation.

Capital Cascade Greenway will include trails for walking, and biking and link to the St. Mark's Trail, the Bow Tie Trail and the proposed Gopher, Frog and Alligator Trail (GFA.) The greenway will also have parks and playgrounds, and provide opportunities to highlight a historic area of Florida's capital city (the Smoky Hollow neighborhood). The Greenway will incorporate the Korean War Memorial as well as historic plaques that commemorate the beginnings of Tallahassee and the State of Florida. The corridor is also very close to a number of structures listed on the National Register of Historic Places as well as historic neighborhoods such as the Stearns-Mosley residential area.

It is anticipated that sufficient funding for this greenway project will be provided by the local option extra penny sales tax currently levied in Leon County through the end of 2020. Complete information on this greenway, including a Master Plan with project maps, updates, and other information, can be found at **blueprint2000.org**. A brief summary of each segment follows:

Segment 1

Segment 1 of the Capital Cascades Trail project involves the reconstruction of Franklin Boulevard, which begins at the intersection of Franklin Boulevard and East Tennessee Street (US Highway 90), then extends south along Franklin Boulevard to Lafayette Street, located just south of the Apalachee Parkway Bridge.

This segment is well known for its periodic flooding due to the restricted size of the concrete-lined section of the St. Augustine Branch (ditch) located in the center of the boulevard. Franklin Boulevard is a Leon County roadway that is currently classified as a 'minor arterial,' which provides for only vehicular use (no sidewalks or bicycle lanes). This segment of the Cascades Trail project is unique due to the roadway and the limited Right-of-Way.

Work on Segment 1 initially had been postponed due to funding constraints; however, a $4.2 million HUD urban redevelopment grant received in the fall of 2010 enabled Blueprint to move forward with design and construction of the stormwater improvements. After receiving public input during their September 2011 meetings and after a public workshop in October 2011, Tallahassee and Leon County Commissioners voted in November 2011 to amend the original project concept for Franklin Boulevard from a 4-lane road to a new 2-lane green corridor with enhanced pedestrian and bike amenities. This project is projected to be substantially complete in early to mid-2013.

Segment 2 (Cascades Park)

Cascades Park has been recognized by Blueprint 2000 as the centerpiece of the Capital Cascades Trail greenway project. Forming a gentle bend in the southeast corner of Tallahassee's downtown, Capital Cascades Park will ultimately provide significant stormwater management facilities that will abate the existing flooding problems along the St. Augustine Branch and provide a beautiful setting for a world class park. The stormwater management facilities will include a series of organically shaped ponds connected by a restored stream bed landscaped with native and "Florida Friendly" riparian vegetation to protect the stream bank from erosion and

create natural habitat. The stormwater facilities will provide both flood protection and treatment of urban runoff pollutants. A large underground culvert will divert the runoff generated by large storm events directly to the lower pond to protect the integrity of the restored stream bank and to minimize the impact to the park. Capital Cascades Park is being designed to flood during major storm events. This is necessary to provide the desired flood relief both upstream and downstream of the park.

Capital Cascades Park will be a continuous park extending from Lafayette Street on the north to Monroe Street on the southwest. To make the park continuous, Gaines Street (from Meridian Street to Suwannee Street), Gadsden Street (from Bloxham Street to north of the railroad), and Bloxham Street (from Gadsden Street to Meridian Street) will be removed. To address vehicular circulation issues and to provide additional "eyes on the park", a new park road, Cascades Park Lane, has been constructed adjacent to the railroad to connect Gadsden Street to Suwannee Street.

Federal, state, regional and local regulatory agencies participated in the extensive permitting effort prior to starting construction. Due to the lengthy permitting process, construction did not begin until July 2010. The park is expected to be open to the public in late 2013 or early 2014.

Segment 3

This segment begins at South Monroe Street and extends west following the St. Augustine Branch to its confluence with the Central Drainage Ditch adjacent to Lake Bradford Road.

Segment 3 of the Capital Cascade Trail project is known as the FAMU Way Segment, based on the corridor's proximity to the current and future extension of FAMU Way. The properties adjacent to Segment 3 can be characterized as both established and 'in transition' from one use to another. As with every segment of the project, the goals are multi-faceted, with the overall objective of providing a multi-use trail located within a greenway setting that will link smaller community parks along with the overall reduction of flooding and improvement of the water quality of the St. Augustine Branch. Emphasis has been placed on providing facilities that will support the overall objectives of the Florida Agricultural and Mechanical University Campus Master Plan in conjunction with the Gaines Street Revitalization Plan, while taking into consideration the railroad and currently operating adjacent land uses. Connectivity to other bicycle/pedestrian routes and trails, and connectivity between campuses, has also been considered. This segment is unique based on the diversity of adjacent uses, the utilization of smaller combined park/stormwater facilities, and the opportunity for connecting to other pedestrian and bicycle facilities.

Segment 4

Segment 4 is the Central Drainage Ditch segment which begins near the intersection of Lake Bradford Road and Gamble Street (at the confluence of the St. Augustine Branch and the Central Drainage Ditch) and extends south along the Central Drainage Ditch to its confluence with Munson Slough.

This segment of the Capital Cascade Trail project is characterized by adjacent industrial and commercial uses and limited or non-existent Right-of-Way on the north to a more rural character on the south. Although the goals for this segment are consistent with the others, Segment 4 provides an increased opportunity to enhance the water quality of the Central Drainage Ditch basin prior to discharge into Lake Henrietta and Lake Munson. This segment is unique due to its ability to provide the improved water quality through the creation and restoration of wetlands along with the development of a nature park that could provide a learning center for the community.

Orchard Pond Parkway

The proposed Orchard Pond Parkway is a private toll road that includes two paved 12-foot traffic lanes, paved five-foot bike lanes, and an adjacent walking-jogging-biking trail. Landscaping would be included, along with several wildlife crossings, and features to reduce stormwater runoff into adjacent lakes that discharge into Lake Jackson. This toll road and associated trail would provide a shortened route to the Tallahassee Regional Airport and the northwest side of Tallahassee for those living in the city's extreme northeast area. Construction of this project may begin in 2012 or 2013, and would take approximately 1.5 years to build.

Highway 90 East/Mahan Road

A shared use sidepath has been proposed for Highway 90 East/Mahan Road east of Interstate – 10. This trail would connect to Monticello, Florida, which is located east of Leon County in Jefferson County. This trail would likely require state funding, matching or whole, given that it is a multi-jurisdictional trail. At this time, this trail have been identified in the Florida Department of Environmental Protection/Office of Greenways and Trails Priority Trails and Opportunity Corridor maps, as well as in the Proposed Trails and Greenways Network maps issued by the Capital Regional Transportation Planning Agency. Inclusion of this proposed trail in the Greenways Master Plan is not recommended at this time based on the fact that the Leon County section has bicycle lanes that extend to Veterans Memorial Drive.

Lake Jackson Blueway

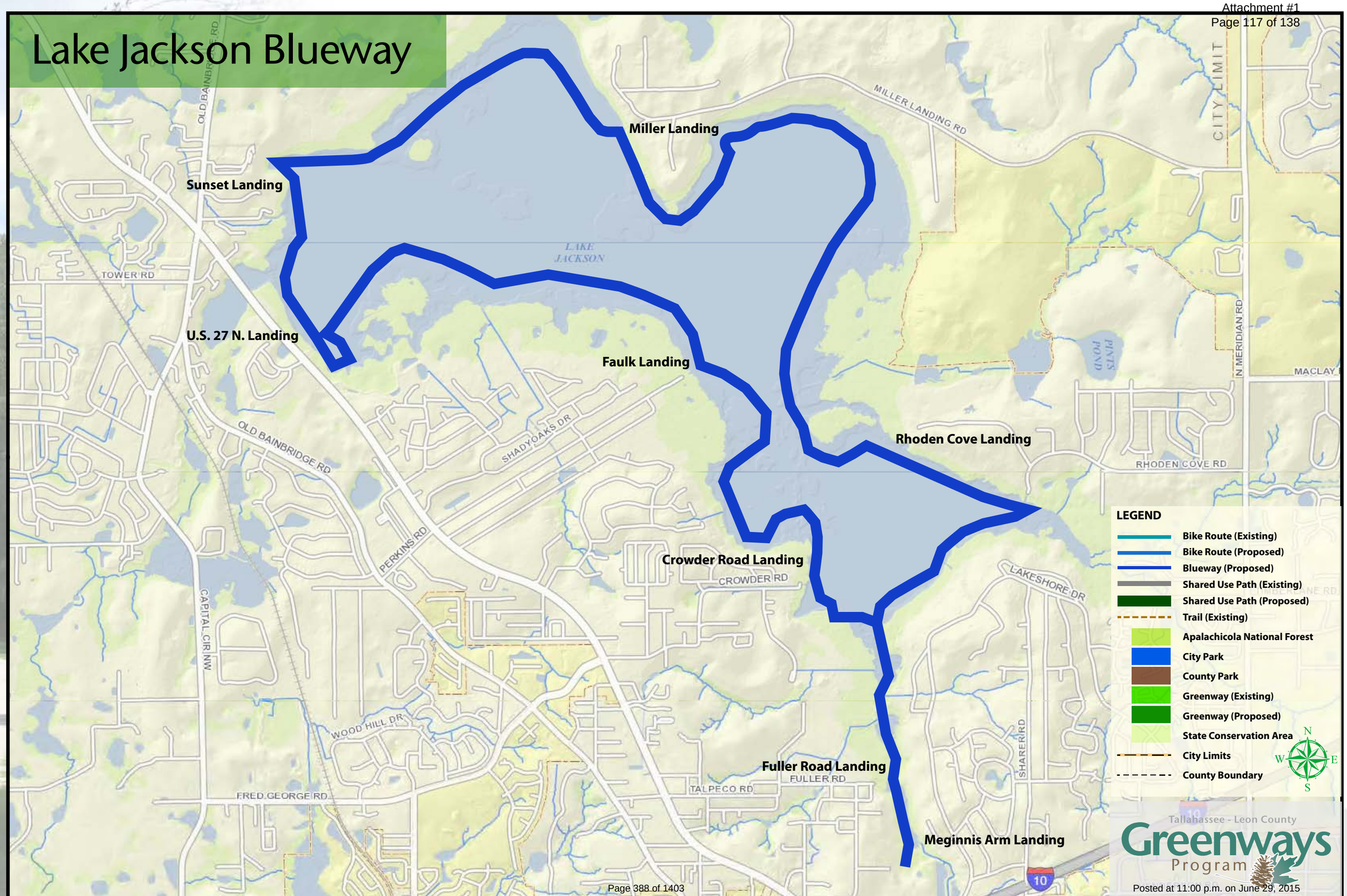
The Lake Jackson Blueway is intended to provide additional interconnections for canoeists, paddle boarders and kayakers to County and State parks around Lake Jackson. Blueways are typically developed by state, county or local municipalities to encourage recreation, ecological education and preservation of wildlife resources. There are at least twelve existing parks and landings located along the shore of Lack Jackson. They include the Lake Jackson Mounds Archaeological State Park and the following County parks and landings:

1. Okeeheepkee Prairie County Park
2. Fuller Road Landing
3. Meginnis Arm Landing
4. Crowder Landing
5. Faulk Drive Landing
6. Jackson View Park
7. U.S. 27 North Landing
8. Sunset Landing
9. J. Lee Vause Park
10. Miller Landing
11. Rhoden Cove Landing

The proposed blueway would be created through an administrative designation, and it will be identified through signage located at the connected landings and parks. It is estimated that approximately 12 signs would be needed. The cost for each sign is estimated to be $500, for a total of $6,000.

Although camping areas are often associated with blueways, there are no public camping areas at present along the shore of Lake Jackson.

Lake Jackson Blueway



Posted at 11:00 p.m. on June 29, 2015

Table 5. Summary of Proposed Greenway Projects.

#	GREENWAY PROJECT	SOURCE	NOTES	MILES	IMPROVEMENTS	EST. COST
1	Bannerman Trail	Leon County STEC	NE Connector Corridor Greenway	4.8	Paved trail, 14 trail crossings, and signage	$1,777,200
2	Lake Jackson Greenway (Okeeheepkee Trail)	Leon County STEC	Lake Jackson Enhancements	0.7	Crushed rock trail, signage	$109,200
3	Northwest Greenway	Leon County STEC	Northwest Connector Corridor Greenway	6.4	Crushed rock trail, six trail crossings, and signage	$1,154,000
4	University Greenway	Leon County STEC	Westside Student Corridor Enhancements - TCC/ FSU/FAMU Connector	5.9	Four paved trail segments, two pedestrian bridges, 16 crossings, and signage	$1,936,800
5	Pine Flats Greenway	Leon County STEC	Pine Flats Trail	24.2	Paved, crushed rock, and stabilized soil trails, two pedestrian signals, five boardwalks, six trail crossings, exotic invasive plant control, signage	$4,933,200
6	Lafayette Greenway	Leon County STEC	Apalachee - Lafayette Greenway/Lake Lafayette - St. Marks Linear Regional Park	9.8	Crushed rock and stabilized natural surface trails, three engineered boardwalks, two bike/ped bridges, three trail crossings, signage	$10,316,640
7	Timberlane Greenway	Leon County STEC	Market District Activity Center Connector Greenway	2.8	Crushed rock and stabilized natural surface trails, two bridges, two trail crossings, signage, and trail easements	$484,800
8	Dr. Charles Billings Greenway	COT/MacTec Study	Connector 1	2	Paved trail, designation of bike routes, signage, and three trail crossings	$730,800
9	Southwood Greenway	COT/MacTec Study	Connector 2A or 2B	6	Paved trail, signage, and three trail crossings (Alignment "B")	$1,080,200
10	Buck Lake Greenway	COT/MacTec Study	Connector 3	4.8	Paved trail, signage, and three trail crossings	$1,797,600
11	Centerville Greenway	COT/MacTec Study	Connector 5	4.9	Paved and crushed rock trail and signage	$1,484,400
12	I-10 Greenway	COT/MacTec Study	Connector 5B	3.9	Paved trail, signage, and three trail crossings	$1,528,800
13	Killearn Greenway	COT/MacTec Study	Connector 5A	1.3	Paved trail, signage	$417,000
14	St. Marks Connector Trail	2004 Greenways Master Plan		0.3	Paved trail, bridge, five crossings, and signage	$442,800
15	San Luis Greenway	2004 Greenways Master Plan		1.9	Six trail segments, designation of several existing streets as bike routes, signage, and pedestrian bridge	$553,800
16	Lake Ella Connector Trail	Regional Mobility Plan/TLCPD		0.2	Paved trail, trail crossing, and signage	$169,200
17	Tram Road Greenway	COT Parks, Recreation, and Neighborhood Affairs		3.3	Paved trail, trail crossing, and signage	$997,200
18	Bradford Brook Chain of Lakes Greenway	2004 Greenways Master Plan		10.7	Stabilized surface trail, seven pedestrian bridges, two trailheads, signage	$1,201,200
19	Fern Trail	COT Parks, Recreation, and Neighborhood Affairs		1.6	Stabilized natural surface trail, signage, boardwalk under CapCirNE adjacent to CSX RR line	$126,720
20	Goose Pond Trail	2004 Greenways Master Plan		1.9	Paved trail, three bridges, signage, and 11 trail crossings	$568,080
21	Capital Circle SW Greenway	Blueprint 2000	Orange Avenue to Crawfordville Highway	6.6	Paved trail, signage, and four trail crossings	$1,930,200
22	Campbell Pond Greenway	Regional Mobility Plan	Woodville Highway North Corridor Study	1.7	Crushed rock trail, pedestrian bridge, and signage	$1,774,800
23	Black Swamp Greenway	Public	Public Input	1.7	Stabilized surface trail, one bridge, signage	$223,200
24	Southwest Sector Greenway	2004 Greenways Master Plan		3.3	Paved trail, trail crossing, signage	$994,800
25	Meridian Greenway	Blueprint 2000		11.8	Crushed rock trail, two boardwalks, six trail crossings, signage	$1,612,800
26	Phipps Greenway	2004 Greenways Master Plan		6.3	Crushed rock trail, signage	$756,000
27	Ft. Braden Greenway	2004 Greenways Master Plan		5.5	Crushed rock trail, signage	$660,000
28	Thomasville Road Greenway	Regional Mobility Plan		3.7	Paved trail, signage, and 38 trail crossings	$979,200
29	FAMU Greenway	TLCPD		1.2	Paved trail, signage, and two trail crossings	$604,800
30	Welaunee Greenway	Landowner		8.4	Paved trail, unpaved trail, fencing, five boardwalks/bridges, two trailheads, bicycle/pedestrian bridge, two trail crossings	$7,028,160
31	Orchard Pond Greenway	Public		5.5	Paved trail, trailhead	$1,217,500
32	Lake Jackson South Greenway	TLCPD		2.6	Paved trail, four trail crossings, one boardwalk/bridge	$812,100
			TOTAL	156	TOTAL	$50,403,200
	OTHER					
	Red Hills – Cody Scarp Scenic Byway	COT P&R	Bike route only at this time.	100	Designation of bike routes, signage	$100,000
	Capital City to the Sea Trail	CRTPA	Feasibility Study underway	n/a		n/a
	Capital Cascades Greenway	Blueprint 2000	Funded through 2020	n/a		n/a
	Lake Jackson Blueway	Greenways Master Plan		15	12 signs	$6,000

Potential Land or Easement Acquisitions

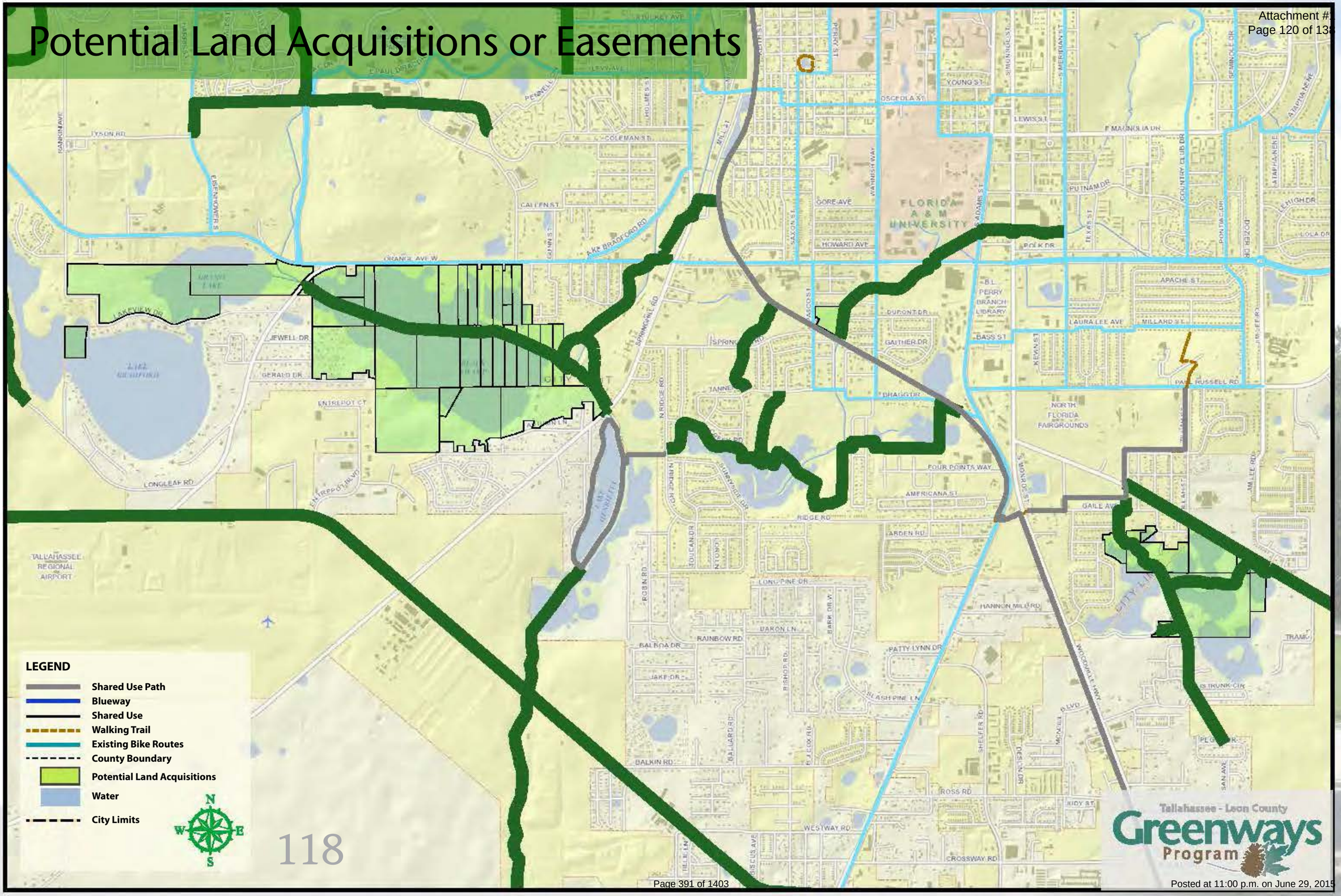
Several areas have been identified for potential full or partial land or easement acquisition. These areas are described within each project description.

Figure 5 also illustrates these areas. They include several parcels surrounding Grassy Lake, north of Lake Bradford; several parcels surrounding Black Swamp, east of Lake Bradford; several parcels north and east of Campbell Pond; and a parcel adjacent to the St. Marks Trail. Areas not indicated in Figure 5 include a portion of an existing parcel that has been identified on the west side of Jake Gaither City Golf Course, and various areas within existing City electric or gas transmission line utility corridors utility corridors that are privately owned.

These areas are identified because they either contain or are part of a larger environmentally sensitive area, and so provide important habitat, stormwater mitigation, and/or flood control, or they provide a critical trail connection or link.

Any land or easement acquisitions will be voluntary only, and will adhere to existing, established local policy and practices and State law where applicable, including the use of certified appraisers and the payment of fair market value, unless donated. All lands or portions thereof identified for potential fee simple (outright ownership) or less than fee simple (easement only) acquisition will be considered on a case by case basis.

Potential Land Acquisitions or Easements



LAKE JACKSON
MOUNDS
ARCHAEOLOGICAL STATE PARK

Miccousukee Canopy Road Greenway

PRIORITIZATION

Given that the 2020 One Cent Sales Tax extension was approved by the voters of Leon Count in November 2014, and there is a large number of proposed greenway and trail projects, it is necessary to try to prioritize these projects for the sake of planning, budgeting, design, and construction. As part of the 2020 Sales Tax extension prioritization process approved by the Blueprint Intergovernmental Agency on April 1, 2015, an estimated $790,000 will be allocated to greenways connectivity projects annually. This allocation will start at the beginning of 2020 and will run for 20 years. Prior to this allocation, Blueprint will complete a prioritization process by the summer of 2016. The below criteria will be utilized as part of this prioritization process.

Connectivity to Existing Conservation Areas

Existing conservation areas include City, County, State, or Federal parks, greenways, forests, wildlife management areas, and other similar conservation holdings.

Connectivity to Existing Trails

Existing trails include shared use paths or multi-use trails such as the St. Marks Trail, or the Goose Pond Trail. These do not include single-use trails in parks or greenways.

Connectivity to Existing Bicycle Facilities

Existing bicycle facilities include on-street bike lanes, shared rights of way (sharrows), and wide shoulders suitable for bicyclists.

Connectivity to Existing Sidewalks

Existing sidewalks include all publicly-owned sidewalks maintained by local or state government.

Connectivity to Existing Schools

Growing state and local efforts to increase the proportion of children who walk and bike to school will be supported by trails that connect neighborhoods to schools. Additionally, funding options like the state's Safe Routes to School grant program may be available for these trails.

Connectivity from Existing Residential to Commercial or Employment Areas

Providing choices for residents to access nearby commercial or areas with offices, warehouses, or other employment areas is a priority, and trails is a byproduct of connectivity. Many people cannot or will not drive, and mass transit is not accessible everywhere. Healthy, active living is also facilitated by trails where residents can walk or bicycle to go shopping or to or from work.

Connectivity to the Mobility District

The Mobility District is an 18-square mile area centered around the downtown area of Tallahassee where primary emphasis is placed on pedestrian, bicycle and transit mobility and secondary emphasis is placed on automobile mobility. The Mobility District has special standards for development to mitigate its impacts on the transportation system - when new development occurs within the District, it must enhance the pedestrian, bicycle, and transit facilities rather than widening roadways. Local government spending must also support this goal. Funding may be available for trails within or connecting to the Mobility District.

Connectivity to Existing or Proposed Regional Trails

The State of Florida's Office of Greenways and Trails (OGT) implements the Florida Greenways and Trails System (FGTS) Plan. This Plan establishes priorities and describes the role of the FGTS in advancing Florida's economy, tourism, health, alternative transportation, recreation, conservation and quality of life. OGT oversees the priority and opportunity maps that define the FGTS. These are existing or proposed regional trails that are multi-jurisdictional (e.g., two or more counties or cities).

OGT works in partnership with communities, agencies and organizations to c lose gaps in the in the system. OGT expands the FGTS through the acquisition of eligible projects under the Greenways and Trails portion of the Florida Forever programs, and has partnerships with nearly 30 communities that develop and manage state acquired greenways and trails on behalf of OGT. Leon County and the City of Tallahassee are committed through the Capital Regional Transportation Planning Agency's Regional Trails Plan to developing a regional trail network through cooperation with neighboring counties and municipalities. Segments that provide a link to existing or planned trails should be prioritized to meet this goal.

Connectivity to Mass Transit

This includes the City of Tallahassee's StarMetro system. Many, if not all, City buses have bicycle racks mounted on the front, and a bicyclist could ride a bus to or from a trail.

Projects Referenced in Other Plans

Recognizing projects that are referenced in other plans such as the CRTPA's Regional Trails Plan or their Mobility Plan, or proposals that have been brought forward by other department s in other plans, adds additional weight to proposed projects through consistency of plans and policies.

Lake Henrietta Connector Trail

Meginniss Arm Canoe Launch

IMPLEMENTATION

Design Goals and Objectives

Greenways and greenway trails are not just protected natural areas and trails open to the public. Greenways and parks require facilities such as parking areas, trails, restrooms, signage, and other amenities. Good design of trails and facilities is critical to sustaining not only the resources the acquisition of these areas is intended to protect but to minimize the costs, including fuel, materials, time, and number of personnel, required to maintain these areas and facilities for perpetuity.

Facility development refers to the planning, design and construction of greenway facilities. Management refers to operations and maintenance. Facility development and management are dependent upon greenway objectives, including the types and intensities of uses allowed in a greenway.

The level of facility development and its required management for a greenway will vary significantly according to resources and uses. For the management of greenway land, corridors, and trails, there are two primary design and management goals:

1. Maintain the integrity of the natural environment. Environmentally sensitive features such as severe slopes, wetlands, watercourses, and other water features must be protect to prevent erosion and siltation in order to provide optimal habitat conditions and to minimize water pollution, for instance. Trails must be located away from sensitive areas, or routed through them in such a way so as to minimize impacts to tree root zones, erodible soils, listed plant species, and other environmentally sensitive features.
2. Provide for the safety and security of users. This will be accomplished through maintenance of trail surfaces, clearing of obtrusive vegetation, mowing of a trail clear zone, maintenance of pedestrian bridges and culverts, inspection and maintenance of lighting figures, periodic general inspections and trash removal. The level of maintenance and the associated costs are dependent upon the level of amenities and the extent of development.

The basic objectives of local trails planning include:

- Nature interpretation, educational trails where users may stop frequently.
- Trails for users with special needs (e.g., the disabled, children, the elderly). Every trail network should have one or more universal access trails.
- Separating use at crowded railheads (e.g., the trail system near stables may benefit from having parallel feeder trails to the main system.)
- Providing a “no bikes” alternative in major parks (In deference to the folks who are unwilling to share trails, there should be one major backcountry trail “no bikes” in every major park.)

Management plans for units of the Tallahassee – Leon County Greenway System will utilize best design and management practices such as those promoted by IMBA for locating, constructing and maintaining a sustainable, low-maintenance, and safe trail system for all anticipated users. These trail systems shall be designed as an integrated system of multi-use trails augmented where appropriate by user-specific trails in additional areas to reduce conflicts and potential safety issues. Trail systems shall utilize existing roads and trails where appropriate to the maximum extent so as to minimize new impacts on environmental sensitive areas. New trails shall be designed to minimize any impacts to wildlife habitat, wetlands, and other environmentally sensitive and other protected areas.

Design Guidelines

There are many trail design, construction, and maintenance and management guidelines developed by different user groups, including hikers, bicyclists, and equestrian groups and organizations. General design guidelines include sustainability; low maintenance; safety; minimization of environmental impacts, including those upon wildlife; and accessibility by disable persons.

Florida-specific guidelines include Connecting Florida’s Communities with Greenways and Trails (Florida Department of Environmental Protection and the Florida Greenways Coordinating Council, 1998), a five–year implementation plan for the Florida Greenways and Trails System.

These resources should be consulted by local agencies seeking to design and build trails within the Tallahassee – Leon County Greenway System. They include:

- Avoiding or minimizing trails in environmentally sensitive areas.
- Mountain bicycle trail design guidelines developed by the International Mountain Bicycling Association (IMBA);
- Florida-specific hiking trail design and construction guidelines developed by the Florida Trail Association;
- Planning Trails with Wildlife in Mind: a Handbook for Trail Planners from Colorado's State Trails Program; and
- Equestrian trail and related facility guidelines such as Equestrian Source Book, a manual of design guidelines for horse trails, trailheads, and campgrounds developed by American Trails.

Most of these design guidelines can be easily found online. American Trails in particular (www.americantrails.org) has a wealth of information relating to design, construction, trail surfaces, trailheads, facilities, signs, wildlife, and many other factors.

Wayfinding

Wayfinding refers to the means and methods by which users can navigate to, from, and within the greenway system. A fundamental piece of a wayfinding system is a signage program that clearly identities greenway units and trails and other features and attractions associated with this system. A signage program must be logical, consistent in design and application, and well-constructed and maintained.

A Wayfinding Standards and Signage Manual can provide a consistent wayfinding approach for greenways. The standards established in such a manual are intended to provide a uniform approach to creating or ordering signs and other information, where these signs should be located, and what information they should provide. This manual is intended to save time and money by minimizing redundant or hasty decision-making, and to provide a uniform "look" to the necessary signage citizens expect in a world-class system of parks and greenways.

A Wayfinding Manual can provide:

- A menu of approaches to the design of a signage system suitable to local or regional needs, desires, history, and customs
- Instructions on how to specify signage products to address a multitude of communication needs (e.g., physical signs, digital and paper maps, website elements, distribution methods)
- Usage Criteria for all manner of identification, orientation, directional, information, interpretive, and commemorative signage
- A checklist for assisting in the selection colors, typefaces, and graphic motifs
- Information on how to access a growing library of map graphics and legends to facilitate signage as well as print and electronic wayfinding
- Recommendations for how to organize the purchase of a group of signs or procurement package
- Information on signage companies in the region that can produce these products

Both the City and the County have created signage systems for parks and greenways. While these systems function well and have improved greatly, a system of connecting trails may traverse more than one jurisdiction and connect parks and greenways managed by different departments, agencies, or governments. A consistent wayfinding across Leon County and the City of Tallahassee offers a consistent "brand" for the greenway system, and reduces conflicts and confusion.

This Plan recommends the creation of a joint wayfinding system and the creation of a Wayfinding Manual with participation from and coordination between the State of Florida, including the Office of Greenways and Trails, the Northwest Florida Water Management District, the Florida Forest Service, the U.S. Forest Service, the Florida Fish and Wildlife Conservation Commission, organized user groups, and the public. This can be done by local government staff or it can be contracted out to a qualified consultant with a proven record of designing wayfinding systems.

A wayfinding system must also be available via electronic means, including posting online with regular updates and website maintenance, and it must be compatible with mobile devices. Any mobile device application must include a routing function so that users can access greenways, parks, and connecting trails from any point in the urban area via the established bicycle route system, and by the utilization where appropriate of any facility for bicyclists and/or pedestrians. A robust electronic wayfinding system will also have information on all greenways, including points of interest, access points, historical, cultural, or other features of interest, natural and other historical information, alerts and other timely information (e.g., prescribed burning, safety or health hazards, special events, construction, etc.). Users will not only include the residents and taxpayers of Leon County and the City of Tallahassee, but visitors and tourists. This information can and should be coordinated with VisitTallahassee so that visitors, tourists, residents, and

MANAGEMENT

others can easily access this information in a timely manner.

A former director of the office of State Lands in Florida once remarked, "As ye acquire, so shall ye manage." Greenways and trails management in the City of Tallahassee and Leon County, including operation and maintenance, has grown and evolved since the Greenways program was created. New staff positions have been created, new relationships with community and user groups and local and state agencies have been created, and new equipment, training, and institutional knowledge, programs, and procedures have been acquired. Management plans are now common for all greenways that address all aspects of managing these areas, including natural, cultural, and historical resources, invasive exotic vegetation, trails, signs, fencing, access points, interconnection with other trails and open spaces, and other improvements and amenities. Large greenways are undergoing prescribed burned on a regularly basis, and native wildlife is being brought back in selected areas by the use of food plots and patchwork ecological areas.

Greenways management, like the ownership and management of public roadways in Leon County and the City of Tallahassee, is a collaborative process that often involves a mix of jurisdictions, landowners, managers, and funding sources. For instance, the Miccosukee Greenway and the J.R. Alford Greenway are owned by the State of Florida and subleased and managed by Leon County's Division of Parks and Recreation. Management funds come from both the State of Florida and Leon County. Most greenways in the City of Tallahassee are managed by the City's Department of Parks, Recreation, and Neighborhood Affairs. However, the Elinor Klapp-Phipps Park is owned by the Northwest Florida Management District, who also provided funding to acquire the Okeeheepkee Prairie Greenway, which is managed by the Leon County Division of Parks and Recreation. The St. Marks State Park is owned by the State of Florida and will be managed by the Florida Park Service, and the Florida Forest Service will manage the five units of the Talquin State Forest in Leon County, including the North Ochlockonee Tract , the Talquin Tract, the South Ochlockonee Tract, the Bloxham Tract, and the Fort Braden Tract, and a unit of the Wakulla State Forest. The Florida Fish and Wildlife Conservation Commission will continue to manage the L. Kirk Edwards Wildlife and Environmental Area

The sustainable management of environmentally sensitive lands such as greenways requires management plans that address the uses expected of these areas and any facilities, the protection and enhancement of natural, cultural, and historical resources, the monitoring and control of exotic invasive plants and animals, the use of prescribed fire, impacts from adjacent properties, and other related topics. These plans should also identify managing entities, users and user groups, capital improvements, and funding sources.

General Requirements

The management of trails connecting greenways and parks will be determined mostly by jurisdiction, but it may vary by funding source, land ownership, and ownership and/or management of any parks and greenways a trail may connect to or from. For new trails within that portion of the Apalachicola National Forest within Leon County, the funding for both construction and management, including maintenance, will likely have to come from the local government.

The City of Tallahassee's Department of Parks, Recreation, and Neighborhood Affairs and Leon County's Division of Parks and Recreation will continue to be the lead management agencies for most public access greenway areas owned by local government. Other departments can be responsible as appropriate for trail connections, depending on who may own the underlying land or easement, or for trail connections within public rights of way. This may be a negotiated process in some instances. Others may require interlocal or interdepartmental agreements so that responsibilities are clearly outlined for the benefit of the public.

Land Use Coordination

The Land use and zoning designations of properties abutting the greenway system should ideally complement the resources there, and minimize any adverse impacts upon the system. Coordination between proposed development and the greenway system should be considered county-wide whenever possible. This will help ensure that open space areas required as a condition of development approval are located adjacent to greenways and parks, and that they not only help protect and buffer critical natural resources such as floodplains, wetlands, and wildlife habitat, but that their management may be coordinated with greenways and parks management programs and activities. This may also include connecting trails and trailheads where possible to help provide public access.

Inventories

The first management activity for any greenway property is a site inventory, including mapping (preferably through the use of GPS) of critical resources, including trails. In addition to listed and other native plant and animal species, physiographic features, and all other environmental features protected by local comprehensive plan policies and land development regulations and other local environmental ordinances.

Leon County is rich in cultural and historical resources, and an inventory must be conducted for these resources, and the management plan should include guidelines for their preservation and long-term management. Any sites identified should be registered with the Florida Department of State's Master Site File maintained by the Division of Historical Resources.

Exotic and Invasive Plants

Exotic invasive plants are a serious issue in greenways, and they can be found throughout Leon County. Cogon grass, Kudzu, Ardesia, Nandina, Chinese Tallow, and Japanese Privet are among the more common varieties. All of these species are established and management of them is an ongoing effort. Community education will be required to provide some measure of control on private lands, especially in residential subdivisions. Greenway managers can and must ensure that the greenway is not a source of further infestation, and they must also manage properties with listed species or unique specimens so that these resources are not encroached upon or out-competed by exotics. Preliminary inventories of natural resources on all greenways should identify where such conditions exist, and greenway and trail management plans must specify management strategies.

The Florida Department of Environmental Protection's Bureau of Invasive Plant Management and the Florida Fish and Wildlife Conservation Commission have information and grant funding available to local governments to help

manage invasive exotic plants and animals. The Upland Plant Management Program under Florida Statute (F.S. 369.252) within the Florida Fish and Wildlife Conservation Commission incorporates ecosystem management concepts involving "place-based management" that brings together regionally diverse interests to develop flexible, innovative strategies to address local upland invasive plant management issues on public conservation lands in Florida.

The Upland Plant Management Program funds individual invasive plant removal projects on public conservation lands throughout the state. Projects are considered based on recommendations from a network of eleven Regional Invasive Plant Working Groups comprising federal, state, and local government public conservation land managers and non-governmental organizations throughout the state. These working groups have an active role in selecting projects for upland invasive plant management at a local level. The Program has also established service contracts with regional invasive plant control contractors with an established fee schedule to help all Florida governmental entities streamline the hiring of plant removal contractors.

The City of Tallahassee and Leon County have used innovative methods to control other invasive exotic vegetation such as Kudzu. In an effort to control the growth of these invasive plants on public lands, the City of Tallahassee, in cooperation with Leon County and the State of Florida, used sheep in an innovative management project in the early 2000s. A flock of 500 to approximately 1,000 sheep was used to eliminate selected vegetation at Tom Brown Park, the Lafayette Heritage Trail, the Phipps-Overstreet Greenway, the Miccosukee Canopy Road Greenway, and under City electric transmission lines.

State Designation

The mission of the Florida Greenways and Trails System is to create a network of greenways and trails throughout Florida, connecting one end of the state to the other, from Key West to Pensacola by linking public parks, forests, refuges, wildlife management areas and water management areas where possible.

The Florida Greenways and Trails Designation Program provides for the designation of public lands and waterways and private lands. Designation of these areas is intended to:

- Further the purposes, goals, and objectives of the Florida Greenways and Trails System;
- Ensure an inclusive and interconnected system of greenways and trails;
- Encourage voluntary partnerships in conservation, development and management of system components;
- Provide recognition for individual components of the system and those partners involved;
- Raise public awareness of the conservation and recreation benefits of the system components; and
- To take advantage of state statutes which reduce or eliminate liability against private landowners who allow trail users to access trails on their land.

Designation of local greenways and associated trails that are consistent with corridors identified in the State of Florida's Greenways and Trails system should be pursued by local government wherever possible and appropriate. Such designation not only can address liability issues where those concerns exist, but it can also make these and other designated trails eligible for state grant funds for construction and management.

Construction Phasing

The management, features, and amenities of greenways can change over time based on increasing population and uses, pressures from adjacent land uses, the evolving desires and recreational habits of user groups, and available funding. It is therefore common among local parks and greenways to implement management plans over time rather than all at once, and for those management plans to change over time based on the factors listed above. For instance, a trail system can begin as a simple system of dirt trails following old fire breaks or jeep trails, and can be expanded over time by widening or by adding new trails to accommodate new uses and to disperse increased uses. Existing trails can also be upgraded to accommodate increased uses or needs as necessary by the addition of road base, concrete, or asphalt, as well as bridges, signage, or other features.

Fred George Basin Greenway

Other amenities such as parking areas can be added over time to accommodate increased users, or parking areas can be omitted or removed in order to control usage. Phasing is a useful method of developing and managing greenways, and management plans are the vehicle through which such phasing is best expressed.

Maintenance

Maintenance is necessary as part of a greenways program. Regular maintenance on greenways and parks owned and/or managed by local government is conducted by both the City of Tallahassee's Department of Parks, Recreation, and Neighborhood Services, and Leon County's Division of Parks and Recreation. With the exception of the St. Marks Trail outside of the City of Tallahassee, maintenance of shared use paths and paved multi-use trails within the City is conducted by the City's Division of Streets and Drainage within the Public Works Department, with the sections of these paths and trails within City parks being maintained by the Department of Parks, Recreation, and Neighborhood Services.

It is anticipated that this division of maintenance will continue in the future, with shared use paths and trails inside of parks and greenways being maintained by either City or County parks and recreation departments, and those outside of parks and greenways by either City or County public works departments. It is also possible and even preferable in certain locations to use interlocal agreements between departments, or even different governments, to share or transfer maintenance responsibilities. Interlocal agreements are commonly used by the City, the County, and the State to share or transfer road, sidewalk, stormwater, and other infrastructure maintenance responsibilities.

"Adopt a trail" programs, increasingly popular in other areas of the U.S. and used to help address litter along roadways, may be useful to help address trail maintenance responsibilities. Non-profit and other community groups can provide volunteer services to help maintain trails, including litter collection, security ("eyes on the trail" only), and the provision of supervised manual labor. Participating Individuals and groups can include youth groups, neighborhood associations, civic groups, faith-based organizations, athletics organizations, service organizations, schools (groups and teams), and business or other community organizations.

The City of Durham, North Carolina is a good example of a local government that works with individuals and community groups and other organization to adopt trails and trail segments. The City's Adopt-A-Park/Trail Program (APAT) is a volunteer program that gives community individual and groups the opportunity to work with Durham Parks and Recreation to keep its parks and trails clean and attractive. The adopter is responsible for maintaining the parks/trails by picking up litter, maintaining flower beds, painting, spreading playground mulch including safety surfacing and other manual labor. The adopter must be willing to make a one-year commitment to their designated park or trail completing a minimum of six projects per year. Durham Parks and Recreation provides trash and recycling bags, recycling information, safety guidelines, litter grabbers, and bags. Adoptees can check out safety vests and work gloves with a $50 refundable deposit. The City of Durham recognizes adopters through signage with the adopters name at the location of the adopted park or trail, a Certificate of Appreciation for the service year, a Letter of recognition by the director of DPR, and Recognition on the DPR website.

Advisory Committee

As part of the implementation of the Greenways Master Plan, it is recommended that the creation of an overall greenways and trails advisory committee be considered to assist with the development and management of the greenways system. This committee could be created by local government and composed of appointees made by individual City and County commissioners, or it could be a private non-profit group not subject to government rules and regulations.

An advisory committee could help provide support for the greenways system, and it would create a forum for federal, state, and local government agencies, user groups, and other greenways related individuals and/or organizations to discuss issues, set goals and objectives, and provide focused input to funding and management entities. Recreational user groups should include those who have been involved in the development and maintenance of trails, including equestrians, off- and on-road bicyclists, hikers, paddlers, and runners. Other groups should include the local Council of Neighborhood Association and those focusing on tourism, natural history, cultural and historical features, birding, and other outdoor activities.

A private support group, while not responsible to local government and citizens, could apply for grants, and possibly participate in land acquisition projects where necessary. Such a group could be modeled after the Friends of the Miccosukee Greenway, which is a private non-profit support group that was instrumental in the acquisition of the Greenway and in the development of its management plan. This group remains active in the management of the Greenway.

Fern Trail

The public has previously made a significant long-term investment in publicly owned and managed conservation areas and trails. The linking of these areas through the implementation of this Plan will require significant levels of governmental coordination, a continued commitment to funding for acquisition, construction, and maintenance, and a continually evolving and creative approach to managing these public resources. These activities are described below.

Coordination

Blueprint 2000

Blueprint 2000 is expected to play a lead in implementing the remaining Blueprint projects, should their funding sources continue. They will continue to design, integrate, and construct greenway trails and related amenities along with other infrastructure projects. This will need to be conducted in a holistic manner similar to the approach Blueprint has taken for the last decade.

Tallahassee – Leon County Planning Department

The creation, expansion, and sustainability of the greenway system depends not only on establishing physical linkages to and from trails and greenways and parks and managing greenways to ensure sustainable wildlife habitat, improved water quality, and other environmental values, but also on coordinating land uses, transportation facilities, and other urban growth and infrastructure. Therefore, the Planning Department will contribute to these objectives by coordinating with other City and County departments and the Tallahassee – Leon County Planning Commission through the comprehensive planning process, reviewing major proposed development projects, preparing land acquisition grant applications and land management plans, and mobility planning, Placemaking, and other related planning activities.

City and County Growth Management

The City's Growth Management Department and the County's Department of Development Support and Environmental Management are responsible for managing development at the site plan level. Open set asides are required for most new development by regulation. Open space and environmentally protected features are commonly protected by easements. These easements can add these areas to the greenway network where appropriate and desirable, particularly for habitat and flood control. If public access is desired, these selected areas should be considered for fee simple acquisition by local or state government.

City and County Parks and Recreation

The City of Tallahassee's Department of Parks, Recreation, and Neighborhood Services and Leon County's Division of Parks and Recreation both manage local government greenways. Leon County also manages several state-owned greenways, including the J.R. Alford Greenway and the Miccosukee Canopy Road Greenway. These management responsibilities include implementing the greenway management plans and related improvements, providing security, maintenance, and security, and providing vegetation and wildlife habitat management. For greenways obtained with funding provided by the Florida Communities Trust, these departments are also required to file annual stewardship reports.

In lieu of any greenway trail segments specifically "adopted" by citizen's groups, the City and County Parks and Recreation departments would logically be the primary management entities for local government-owned greenways and selected state-owned greenways. Coordination will be required to ensure that adequately staffed and funded to undertake required management efforts.

City and County Public Works

The Public Works departments for the City of Tallahassee and Leon County are responsible for maintaining public streets, sidewalks, and stormwater conveyance and storage facilities, among other related responsibilities. These departments, including Blueprint 2000, have become skilled at designing, constructing, and managed stormwater facilities to provide greenways benefits. City policy is to now construct new stormwater facilities to be urban amenities and include where space permits sidewalks, benches and landscaping. The Capital Cascade Greenway and Franklin Boulevard improvements are examples of how both greenways and stormwater management objectives can be met.

These departments are expected to manage and maintain greenway trails on public land or on public access easements that are not within a designated park or greenway. The City's Utility Department may also contribute management and maintenance resources to greenway trails located within utility easements such as power line corridors. This will have to be negotiated between departments, perhaps on a case by case basis.

For existing drainage easements for which public access is not designed and/or allowed but may be suitable for public access by bicyclists and pedestrians, both City and County Public Works departments should, where appropriate and safe, seek to renegotiate selected drainage easements or to negotiate supplemental access easements.

Utility Departments/Organizations

There are many examples of trails in different areas of the U.S. being successfully located in various kinds of utility corridors, including city water mains, water storage project aqueducts, irrigation canals, historic transportation canals, flood control projects, electric power lines, sewer lines, fiber optics lines, and gas and oil transmission pipelines. The cities of Austin, Texas, and Boulder, Colorado have co-located recreational trails within utility corridors, as well as the City of Tallahassee. A section of the City's Goose Pond Trail is located in a corridor that has a high-power electric transmission line, a sewer line, and a stormwater drainage channel. Another very active trail is located within a sewer line easement, and another is located within a high-power electric transmission line that connects to an existing state park. In addition, the CRTPA's Regional Trails Plan has several proposed trails located in utility corridors.

Policies to encourage joint use should be drafted for consideration by the City Commission, Talquin, and Florida Gas. Public education about risks and liabilities unique to utility corridors may be needed. In addition, any new easements or rights of way should be evaluated by City Utility staff and others for trail opportunities.

The City of Tallahassee's Utilities department has the following criteria for establishing trails in utility corridors, including electric transmission lines and underground gas transmission lines:

- City Utilities can only grant the usage on property that is in fee simple ownership (non-easement). Additional access to corridors that are established by easement only will have to be provided by the landowner(s).
- City Utilities must retain full access to the right of way in order to perform vegetation management, inspection, and repairs.
- Any proposed improvements will require review by the appropriate utilities department to ensure there are no safety or operational concerns.
- The City Utilities department cannot be responsible for any improvements that are made that are damaged as a result of routine or emergency access. This includes, but is not limited to, hard surface trails (paved or crushed rock).
- There can be no permanent structures (i.e. buildings, sheds, concrete pads, etc.) built over underground utility easements.

- The Underground Utilities Division must be notified if any digging is performed close to any main transmission lines or any permanent structures are built in close proximity to utility infrastructure, so that the work can be reviewed for potential conflicts.
- The Gas Utility may need to install permanent location markers along the easements to indicate that gas lines are buried in the easements in order to comply with Federal and State requirements.
- Any trails or greenways must not allow unauthorized motorized equipment or aerial activities (e.g., kite flying, model airplanes, model rocketry) along the right of way.
- While City Utilities normally provides restoration of the corridor to a maintenance truck-accessible condition following major work, this restoration is general only, and may not result in a surface that is level and smooth.

Maintenance of any trails or related improvements in these corridors such as signage, benches, kiosks, or other amenities must be clearly established so as to provide a clear chain of responsibility for the public and for the Electric Utilities division.

According to American Trails, a national, nonprofit organization working on behalf of all trail interests, the risk of personal injury and the resulting claims/lawsuits from trail use can be reduced through conscientious trail design, construction and maintenance, but will never be eliminated from the equation. Given this, certain precautions can be taken which will greatly diminish the risks:

- Exposure to liability can be reduced via state Recreational Use Statutes. Their intent is "to encourage owners of land to make land and water areas available to the public for recreational purposes." While these statutes do not grant immunity and cannot prevent suit, they do limit landowner liability. Efforts to educate the public about the dangers associated with these rights-of-way are critical in creating a safe environment and reducing claims.
- A creative risk management program. A few of the actions a risk management program could include are: an intensive education program, signage clarifying potential hazards, public safety devices, safety feature standards, restricting time of use to daylight hours, and formal trail patrols.
- Indemnification and hold harmless clauses within the recreational use agreement.

Northwest Florida Water Management District

The Northwest Florida Water Management District interacts with the Greenways program through watershed planning, land acquisition, and cost sharing. The Surface Water Improvement and Management (SWIM) Plan for the St. Marks River watershed was approved in 1997 as a framework for the District to work with local governments, state and federal agencies, and private initiatives to address major issues affecting the watershed. The plan identified strategies and actions to protect and restore watershed resources, including acquiring land for stormwater facilities and constructing and managing several of these facilities. The 2009 update of this SWIM plan reports on progress to date, documents changes in the watershed, describes ongoing watershed protection and restoration efforts, identifies new strategies for basin-wide management and potential funding sources. The Lake Jackson SWIM plan is a similar effort intended to identify issues, proposed solutions, and long-term management strategies. The District also participates in protecting the Ochlockonee River / Lake Talquin floodplain through acquiring targeted environmentally sensitive lands where appropriate. Local government should continue to coordinate with the District on the implementation of these management activities and plans, including sharing the costs of acquisition and management of environmentally sensitive lands.

Florida Department of Transportation

The Florida Department of Transportation (FDOT) manages a number of roadways in Leon County, including Interstate 10, highways 90, 27, and 319, and a variety of associated stormwater facilities. Local greenway and greenway trail planning and management efforts should be coordinated with FDOT where appropriate to the maximum extent possible. This coordination may include working with FDOT as a financial partner on projects related to wetland mitigation and stormwater ponds as possible elements in land acquisition. The Martha Wellman Pond on U.S. Highway 90 is a good example of this; FDOT purchased the land for stormwater mitigation, and Blueprint 2000 provided the funding and design guidance for a recreational path encircling this pond, as well as a parking area. Leon County now manages this facility.

Florida Fish and Wildlife Conservation Commission

Within Leon County, the Florida Fish and Wildlife Conservation Commission (FWC) manages the L. Kirk Edwards Wildlife Management Area, and the Ochlockonee River Wildlife Management Area in cooperation with the Florida Forest Service. The Kirk Edwards WMA is a major element of the Lafayette Heritage Trail Greenbelt, extending from Tom Brown Park to Chaires. The Ochlockonee River WMA is part of the 19,347-acre Lake Talquin State Forest, and consists of nearly 3,000 acres in western Leon County near Tallahassee. The Ochlockonee River forms the western boundary of this area.

The FWC has funds available for lakes management throughout Florida for improving fisheries and other wildlife management objectives and activities. Local government should coordinate with FWC to open up public access to government-owned lakes and wetland areas where appropriate and desirable, and to secure funds for lakes management.

Florida Forest Service

Within Leon County, the Florida Forest Services owns and manages five units of the Talquin State Forest, which abuts the Ochlockonee River WMA and includes several county boat ramps. These properties have existing trails that should be linked to the local Greenway network. The Florida Trail Association, through the Florida National Scenic Trail planning process, and the Southern Trail Riders Association organizations are coordinating with the Florida Forest Service and the U.S. Forest Service to connect and expand the existing trail network within these units, and to pursue connections to the Apalachicola National Forest. Local government should continue to coordinate where appropriate with the Service and these trail advocacy organizations to expand these trail systems and their connections to the Greenway system where possible.

Leon County Cooperative Extension Office

The Leon County Cooperative Extension Office (LCCEO) provides several important services that complement the Greenways program. The LCCEO employs the County Forester who has conducts resource inventories and prepares forest stewardship reports for property owners and managers, including local government. The County Forester participates in the active management of forest resources on local greenways, including the use of prescribed

burning, replanting, and thinning of trees. The LCCEO also administers the Master Wildlife Conservationist program, which provides individuals from the community with significant training and expertise in local natural resources. This training and expertise includes site inventories, habitat planning, and greenways design. The Extension Office should continue to be involved in the development of greenway management plans, management of greenways, and monitoring.

Non-Profit Organizations

Non-profit conservation organizations such as the Tall Timbers Land Conservancy (TTLC), the Apalachee Land Conservancy, the Trust for Public Land, and The Nature Conservancy continue to have a critical role in implementing key aspects of the Greenway Plan, as well as non-profit user organizations such as the Florida Trail Association, the Capital City Cyclists, and the Southern Trail Riders Association, among other groups. These organization and associations have and continue to provide support and guidance for the greenways program, as well as more tangible contributions. For instance, the Tall Timbers Land Conservancy (previously known as the Red Hills Conservation Program) has acquired approximately 25,000 acres of conservation easements on private lands in Leon County. These easement properties limit development, and are managed primarily to protect listed wildlife species and habitat. They provide no public access. The TTLC also helped negotiate the designation of Sunny Hill Road as a Canopy Road.

The Apalachee Land Conservancy (ALC) was instrumental in the implementation of the San Luis Mission – Tallahassee Community College greenway connector, including habitat design and funding tree plantings. Although not as active recently as it has been in the past, the ALC is active and can potential serve a role as a private non-profit where land or easement acquisition negotiations with local government would be difficult.

The Trust for Public Land (TPL) previously coordinated the Office of Greenways and Trails' acquisition of the Miccosukee Canopy Road Greenway. The potential for similar services remains along other canopy roads where resource buffers and space for (off-road) trails are needed. The organization's ability to respond quickly to development threats and changes in ownership may prove useful for land or trail acquisitions that require an intermediary.

The Forever Florida Act and program allows non-profit conservation organizations to submit grant applications, receive grant funds, and hold title for projects administered through the Florida Communities Trust. Consequently, there is opportunity for local non-profits to submit applications to meet their own interests as well as in cases where local government would otherwise exceed a funding limit. Local government should continue to coordinate where appropriate with these and other non-profit organizations where appropriate for continuing to implement and build the Greenway system where possible.

Bicycle and Pedestrian Planning

Over the past decade, significant achievements have been made towards the goal of improving mobility and safety for cyclists and pedestrians in Tallahassee and Leon County. Our community displayed the depth of its commitment to creating and maintaining a balanced, sustainable and economically responsible transportation network through adoption of the Multimodal Transportation District Plan and complimentary Comprehensive Plan policies to establish and implement the Mobility District in Spring 2009. Establishment of the Mobility District laid the foundation for improving local planning efforts to improve the bicycle and pedestrian facilities and networks within our community.

The Mobility District

The Mobility District is an area where primary emphasis is placed on pedestrian, bicycle and transit mobility and secondary emphasis is placed on automobile mobility. To that end, our Mobility District has special standards for development to mitigate its impacts on the transportation system - when new development occurs within the District, it must enhance the pedestrian, bicycle, and transit facilities rather than widening roadways. Local government spending must also support this goal. The Florida legislature adopted multimodal district legislation with the goal of encouraging compact, sustainable urban areas that facilitate use of alternative modes of transportation and ultimately reduce automobile travel.

The Mobility District designation is premised on the goal that a comprehensive transportation system should have three layers:

- Residents and employees should have access via sidewalks, shared use paths, and bike lanes to corridors and neighborhood centers where they can commute, shop, be entertained, eat, play, and visit.
- At the neighborhood centers, convenient access to transit should provide connections to other centers that may be out of walking distance, and to other parts of the City, County, and region.
- An interconnected system of bike routes should also connect these centers and regional destinations.

Providing Funding for Improvements - Significant Benefit Program

In February of 2009, the Florida Department of Transportation, Leon County, and the City of Tallahassee entered into a Memorandum of Agreement (MOA) to pipeline developer proportionate fair-share mitigation for transportation impacts. This means that rather than expending small amounts on small projects spread around the community, the mitigation money will accrue in a bank account until enough money is collected to complete one major transportation project.

The MOA divides the County in five districts and identifies the project priorities for each district. In the outer four districts, 80% of the money will be spent on a roadway project and 20% will be spent on bicycle, pedestrian, or transit projects. Within the fifth district, which is the Mobility District, 100% of the money will be spent on bicycle, pedestrian, or transit projects.

Current Projects

Leon County Bicycle Route Network

Since 2011, the City of Tallahassee and Leon County have been working with local citizen groups and bicycle enthusiasts to create an interconnected bicycle route network throughout Leon County. Currently, proposed bicycle routes are available for public review and comment online. Over time, bicycle routes will be designated with signs and pavement markings. An interconnected bicycle route network with formally designated east-west and north-south connectors is an integral component of our community's alternative transportation network.

Bike Boxes

Bike boxes, or advance stop bars, provide a highly visible, designated space for cyclists to wait at signalized intersections. At red lights, cyclists stop in the bicycle box ahead of motor vehicle traffic, which must queue behind the bicycle box. Bicycle boxes reduce right-turn conflicts between cyclists and motor vehicles. This is accomplished through increased cyclist visibility at intersections.

Joint City-County Bicycle Workgroup

Established by the City and County Commissions in 2012, the Joint City-County Bicycle Workgroup was established to incorporate greater citizen involvement in bicycle-related facility planning.

Bicycle Boulevards

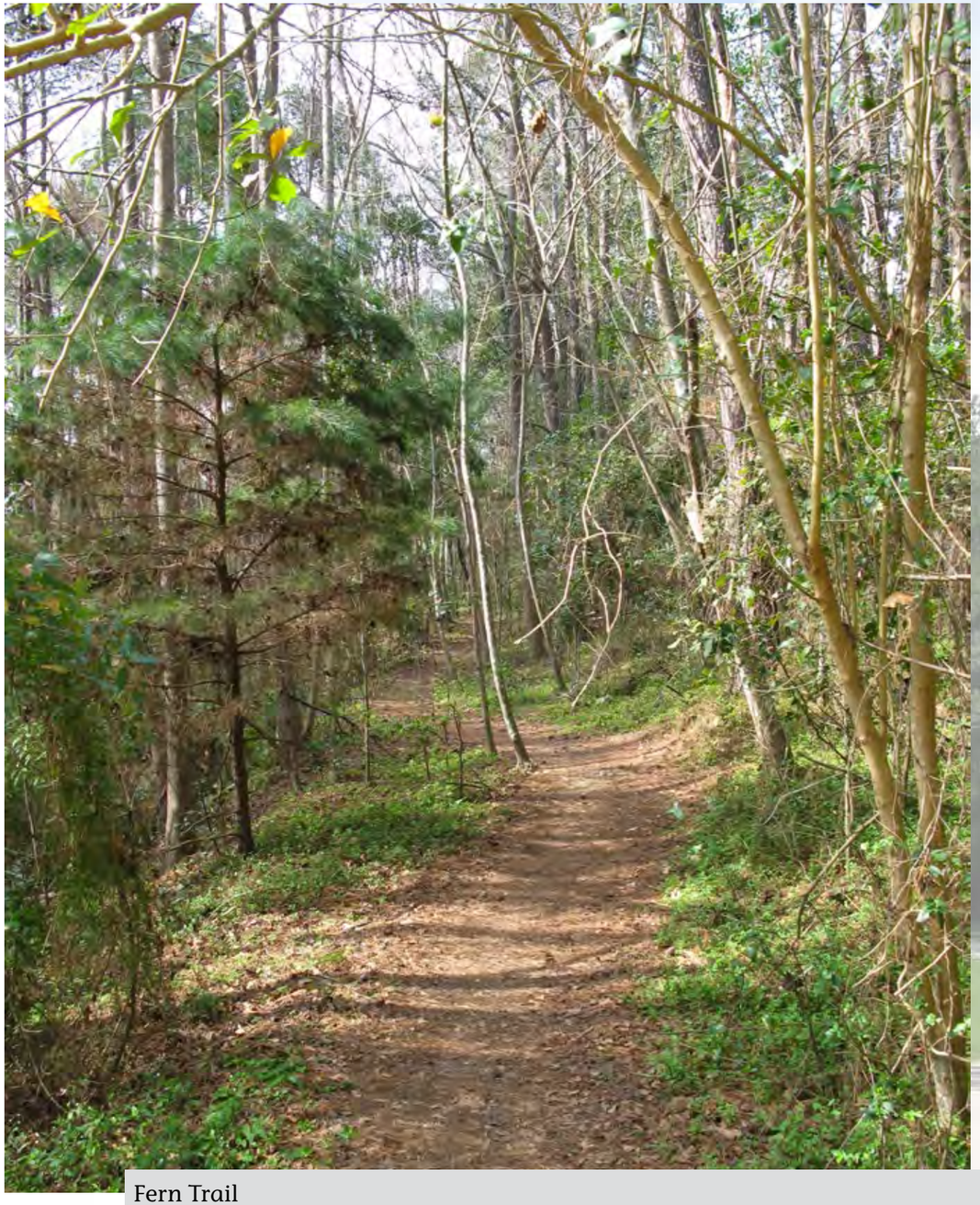
Bicycle boulevards are shared-roadway facilities that give priority to bicycle traffic. Essentially, bicycle boulevards are low-volume and low-speed streets that have been optimized for bicycle travel through treatments such as traffic calming and traffic reduction, signage and pavement markings, and intersection crossing treatments. These treatments allow through movements for cyclists while discouraging similar through trips by non-local motorized traffic. To make bicycling practical for a broader range of residents, a network of comfortable, enhanced bikeways are needed. Coupled with the implementation of a bicycle route network, bicycle boulevards are a key tool to achieve this goal.

Bicycle boulevards have been credited in Portland, Oregon for being one of the primary reasons for the recent increase in bicycle use there. The implementation of Bicycle Boulevards in Tallahassee should result in an increase in commuter bike use and cycling for local trips.

Roadways such as Georgia Street and Martin Luther King Jr. Boulevard will be transformed from being simple residential bike routes through the Mobility District into facilities that feature enhanced crossings of major roads for bicycles and pedestrians, traffic calming, and complimentary motor vehicle restrictions. These facilities will be further enhanced through special wayfinding signage along the corridor.

Planning for the Future – A Master Transportation Plan for the Mobility District

Moving Tallahassee: Cars Optional is a forward thinking approach to increasing mobility via alternative transportation and accessibility to attractions and places within our community. Initiated by the City of Tallahassee to improve transportation options in our central city area, Moving Tallahassee is our plan to make cars optional within the Mobility District in the heart of Tallahassee.



Fern Trail

Appendix 1. Existing Comprehensive Plan Objectives and Policies

As of 2003, the following policies governing the Greenway system are found in the Tallahassee – Leon County Comprehensive Plan. These policies, adopted by local government by ordinance, establish the framework for the city/county Greenway system, and the management of this system and its components.

Objective 6.1: [C]

Local government shall implement a county-wide greenways network. It shall be the intent of the greenways network to provide for integrated natural resources management and protection, resource-based recreation, educational and historical interpretive opportunities, and increased opportunities for alternative modes of transportation with an emphasis on connectivity among these resources.

Policy 6.1.1: [C]

The greenways network shall attempt to interconnect existing dedicated open space areas and be comprised primarily of preservation and conservation features as described in Policy 1.3.1 [C] and 1.3.2 [C]. Floodplains and natural drainageways shall receive particular emphasis for inclusion in the network. Other lands that do not qualify as preservation or conservation features may be included in the network based on connectivity, historical value, or value as a natural resource buffer. To the maximum extent practicable, bicycle trails, pedestrian pathways, and where appropriate, utility corridors, shall be included in the greenways network. Once completely identified at the appropriate scale and approved by the local governments, the greenways network shall be amended into the Future Land Use Map Series, along with implementing policy directives.

Policy 6.1.2: [C]

Local government shall adopt a greenways land acquisition priority list. The Planning Department in consultation with other City and County departments and other local agencies as appropriate, shall be responsible for identifying and coordinating the acquisition or protection of the elements of a county-wide greenways system.

Policy 6.1.3: [C]

Local government shall approve a master management plan for the greenways network, and specific plans for lands acquired, preserved, or otherwise included in the greenways network. The management plans shall address natural resources protection, public access, recreation, education, and opportunities for economic development that is complementary to maintaining the network. The management plans shall identify anticipated costs and departments responsible for implementation of the plans.

Policy 6.1.4: [C] (Effective 7/2/99)

Properties acquired to implement the county-wide Greenways network shall be managed to ensure that the resources for which the sites are acquired are protected or restored to the greatest extent practicable while supportive of other objectives such as passive recreation, education, and interpretation. Such management shall include, but not be limited to, reforestation and replanting of appropriate terrestrial and aquatic or wetland vegetation, removal of noxious exotic terrestrial and aquatic vegetation, and physical modification and biological enhancement of streambeds, ditches and shorelines to improve water quality or minimize erosion.

Glossary

Blueway:

A blueway or water trail is a water path or trail with launch points, camping locations and points of interest for canoeists, paddle boarders and kayakers.

Crushed Rock Trail Surface:

This is an aggregate natural stone surface developed for environmentally sensitive areas that is capable of being used by many different users, included disabled citizens, and is resistant to erosion.

Shared–use path:

A paved, off–street travel way designed to serve non-motorized travelers. Across the United States, bicyclists are typically the most common users of shared–use paths. However, in many places, shared–use paths are frequently used by pedestrians, in-line skaters, roller skaters, skateboarders, wheelchair users, and users of many other modes (U.S. Federal Highway Administration Publication FHWA-HRT-05-137). The terms “shared use path,” “greenway trail,” and “trail” are interchangeable in this document.

Stabilized Trail Surface:

This is a stabilized natural surface trail has a soil surface that is mechanically stabilized for recreational users. It is recommended for environmentally sensitive areas where an impervious surface would not be permitted, or where mitigation measures would be cost-prohibitive.

Tallahassee - Leon County
Greenways
Program

CITY OF TALLAHASSEE

LEON

PLANNING DEPARTMENT

Leon County
Board of County Commissioners

Notes for Agenda Item #10

Leon County
Board of County Commissioners

Cover Sheet for Agenda #10

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Two Florida Department of Health Matching Grants in the Amount of $74,111

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Chad Abrams, Chief, Office of Public Safety
Lead Staff/ Project Team:	Mac Kemp, Deputy Chief, EMS Division

Fiscal Impact:
This item is associated with grant funding. The grant process requires a 25% match equal to $24,704. There is adequate funding available in the EMS Fund.

Staff Recommendation:

Option # 1: Accept the two Florida Department of Health grants in the amount of $74,111 and authorize the County Administrator to execute all documents related to the grant projects (Attachment #1).

Option # 2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

Annually, the Department of Health makes matching grant funding available to EMS organizations in Florida. The grant program provides 75% of the funding towards the project with the County being responsible for a 25% match. The purpose of the matching grant program is to improve and enhance pre-hospital emergency medical services.

These grant projects are essential to the following FY2012 – FY2016 Strategic Initiative the Board approved at the January 21, 2014 meeting:

- Provide community risk reduction programs (such as AED/CPR training);
- Support programs which advocate for AED's in public spaces; and,
- Provide Emergency Medical Services.

This particular Strategic Initiative aligns with the Boards Strategic Priorities – Quality of Life:

- Provide essential public safety infrastructure and services which ensures the safety of the entire community (Q2); and,
- Maintain and further develop programs and partnerships necessary to support a healthy community, including: access to health care and community-based human services (Q3).

Analysis:

On June 5, 2015, the County was notified by the Department of Health of the approval of following grant projects (Attachment #1):

- *Cardio Pulmonary Resuscitation (CPR) Rally/Training* – Total approved grant budget is $47,315 ($35,486 grant/ $11,829 match). This grant is to provide CPR training to citizens in Leon County through CPR Rallies and other continuing training efforts.
- *Expandable Patient Surface Kits* – Total approved grant budget is $51,500 ($38,625 grant/ $12,875 match). This grant is for retrofitting current ambulance stretchers with expandable patient surface kits to allow larger patients to securely fit on the stretchers.

The total match for both grants is $24,704. There is adequate funding available in the EMS Fund.

Options:

1. Accept the two Florida Department of Health grants in the amount of $74,111 and authorize the County Administrator to execute all documents related to the grant projects.
2. Approve the Resolution and associated Budget Amendment Request.
3. Do not accept the two Florida Department of Health grants in the amount of $74,111.
4. Board direction.

Recommendation:

Options #1 and 2.

Attachments:

1. Grant Award Notification
2. Resolution and associated Budget Amendment Request

June 1, 2015

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

Dear Mr. Long:

I am pleased to award Emergency Medical Services (EMS) Matching Grant, ID Code M4080 in the amount of $38,625.00 to Leon County EMS. Your required local cash match is $12,875.00, with a total budget of $51,500.00. The purpose of this grant is to improve and expand EMS by assisting your organization in the purchase of twenty-five expandable patient surface kits, one for each stretcher on county ambulances. Section 401.113(2) (b), Florida Statutes, authorizes and requires this grant program (number 64.003 in the Florida Catalog of State Financial Assistance), which is funded through the Florida Department of Health's EMS Trust Fund. There are no federal funds involved.

Your funds for the state amount will be sent in full, in advance, within approximately 30 days. The grant begins the date of this letter and ends June 30, 2016. Please note it is a requirement that you report grant activities and purchases to the state by the third week of November 2015, March 2016, and July 2016 (which will be your final report). Your signed grant application affirms you have read, understand and will comply with the conditions and requirements in the "Florida EMS Matching Grant Program Application Packet, December 2008." You can obtain a copy from your identified contact person.

Thank you for your participation in this state EMS grant program. If you need assistance, you may contact Mr. Alan Van Lewen, Health Services and Facilities Consultant in the Bureau of Emergency Medical Oversight, Emergency Medical Services Section at (850) 245-4440, extension 2734.

Sincerely,

Cindy E. Dick, MBA, EFO
Division Director
Emergency Preparedness and Community Support

CED/avl

cc: Mac Kemp, Deputy Chief of Operations

June 1, 2015

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

Dear Mr. Long:

I am pleased to award Emergency Medical Services (EMS) Matching Grant, ID Code M4081 in the amount of $35,486.00 to Leon County EMS. Your required local cash match is $11,829.00, with a total budget of $47,315.00. The purpose of this grant is to improve and expand EMS by assisting your organization in the purchase of 1,000 CPR kits and related material. Section 401.113(2) (b), Florida Statutes, authorizes and requires this grant program (number 64.003 in the Florida Catalog of State Financial Assistance), which is funded through the Florida Department of Health's EMS Trust Fund. There are no federal funds involved.

Your funds for the state amount will be sent in full, in advance, within approximately 30 days. The grant begins the date of this letter and ends June 30, 2016. Please note it is a requirement that you report grant activities and purchases to the state by the third week of November 2015, March 2016, and July 2016 (which will be your final report). Your signed grant application affirms you have read, understand and will comply with the conditions and requirements in the "Florida EMS Matching Grant Program Application Packet, December 2008." You can obtain a copy from your identified contact person.

Thank you for your participation in this state EMS grant program. If you need assistance, you may contact Mr. Alan Van Lewen, Health Services and Facilities Consultant in the Bureau of Emergency Medical Oversight, Emergency Medical Services Section at (850) 245-4440, extension 2734.

Sincerely,

Cindy E. Dick, MBA, EFO
Division Director
Emergency Preparedness and Community Support

CED/avl

cc: Mac Kemp, Deputy Chief of Operations

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

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

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

Adopted this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15023
Date: 6/29/2015

Agenda Item No:
Agenda Item Date: 7/7/2015

County Administrator
Vincent S. Long

Deputy County Administrator
Alan Rosenzweig

Request Detail:

Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
135	990	59900	599	EMS Contingency Reserves	125,000	(24,704)	100,296.00
				Subtotal:		(24,704)	

Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
135	950	591127	581	Transfer to Fund 127		24,704	24,704
							-
				Subtotal:		24,704	

Revenues

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
127	961050	381135	000	Transfer from Fund 135	-	12,875	12,875
127	961050	334202	000	DOH-STATE EMS MATCHING GRANT	-	38,625	38,625
				Subtotal:		51,500	

Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
127	961050	56400	526	Machinery & Equipment	-	51,500	51,500

Revenues

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
127	961051	381135	000	Transfer from Fund 135	-	11,829	11,829
127	961051	334202	000	DOH-STATE EMS MATCHING GRANT	-	35,486	35,486
				Subtotal:		47,315	

Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
127	961051	54800	526	Promotional Activities	-	47,315	47,315
				Subtotal:		47,315	

Purpose of Request:

This budget amendment realizes funding for two EMS/DOH matching grants. A total of $24,704 from the EMS Fund Contingency Reserves will be used as matching funds for the $74,111 DOH grant funds, to be distributed as follows: EMS/DOH Matching Grant M4080 for equipment consists of a grant of $38,625 and a required match of $12,875; EMS/DOH Matching Grant M4081 for training and promotional activities consists of a grant of $35,486 and a required match of $11,829.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

BAB15023

Leon County
Board of County Commissioners

Notes for Agenda Item #11

Leon County
Board of County Commissioners

Cover Sheet for Agenda #11

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Position Reclassification and Acceptance of a Status Report on Staffing Realignments within the Division of Emergency Medical Services

---

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Chief Chad Abrams, Office of Public Safety Candice Wilson, Director, Human Resources
Lead Staff/ Project Team:	Amy Cox, Human Resources Manager

Fiscal Impact:

This item has no fiscal impact. Funding in the current budget is adequate to support the reclassifications and realignments.

Staff Recommendation:

Option # 1: Approve the position reclassification necessary to support the new organizational structure within the Division of Emergency Medical Services.

Report and Discussion

Background:

In early June 2015, the County Administrator announced the June 30, 2015 retirement of Chief Tom Quillin from the position of Director of the Office of Public Safety and Emergency Medical Services (EMS) Chief, and the July 1, 2015 appointment of Deputy Chief Chad Abrams to the position. In an effort to identify areas where operational efficiency and effectiveness could be improved, staff has reviewed the organizational structure of the EMS Division against other high-performing EMS systems, while also considering the current and future environment of providing EMS.

Analysis:

To meet the challenges of the changing health care landscape and to ensure the continued success of the EMS Division, a change in the structure of the EMS Division that focuses on continuing the traditions of clinical excellence, customer satisfaction, response reliability, and economic efficiency is recommended. The EMS Division structure is divided into four major work groups: Clinical Affairs, Community Engagement and Organizational Development (CEOD), Operations, and Administrative Services. Certain position reclassifications and retitling are necessary to facilitate the restructuring. Specifically, a Field Operations Supervisor (Captain) position will be reclassified from pay grade C1 (Senior Management, FRS special risk class) to pay grade 58 (Senior Management, FRS regular class) and re-titled to Financial Compliance Manager and will oversee the Administrative Services group. This Financial Compliance Manager position will be filled by a non-certified individual that has experience with County government operations, which will provide the skills and focus necessary to further improve the business aspects and service delivery of the Division.

This new organizational structure will position the EMS Division to meet the evolving demands of the health care delivery system and will help maintain the focus of the Division on clinical excellence, customer satisfaction, response reliability, and economic efficiency. The structure is also consistent with the trends found in other high-performing EMS systems.

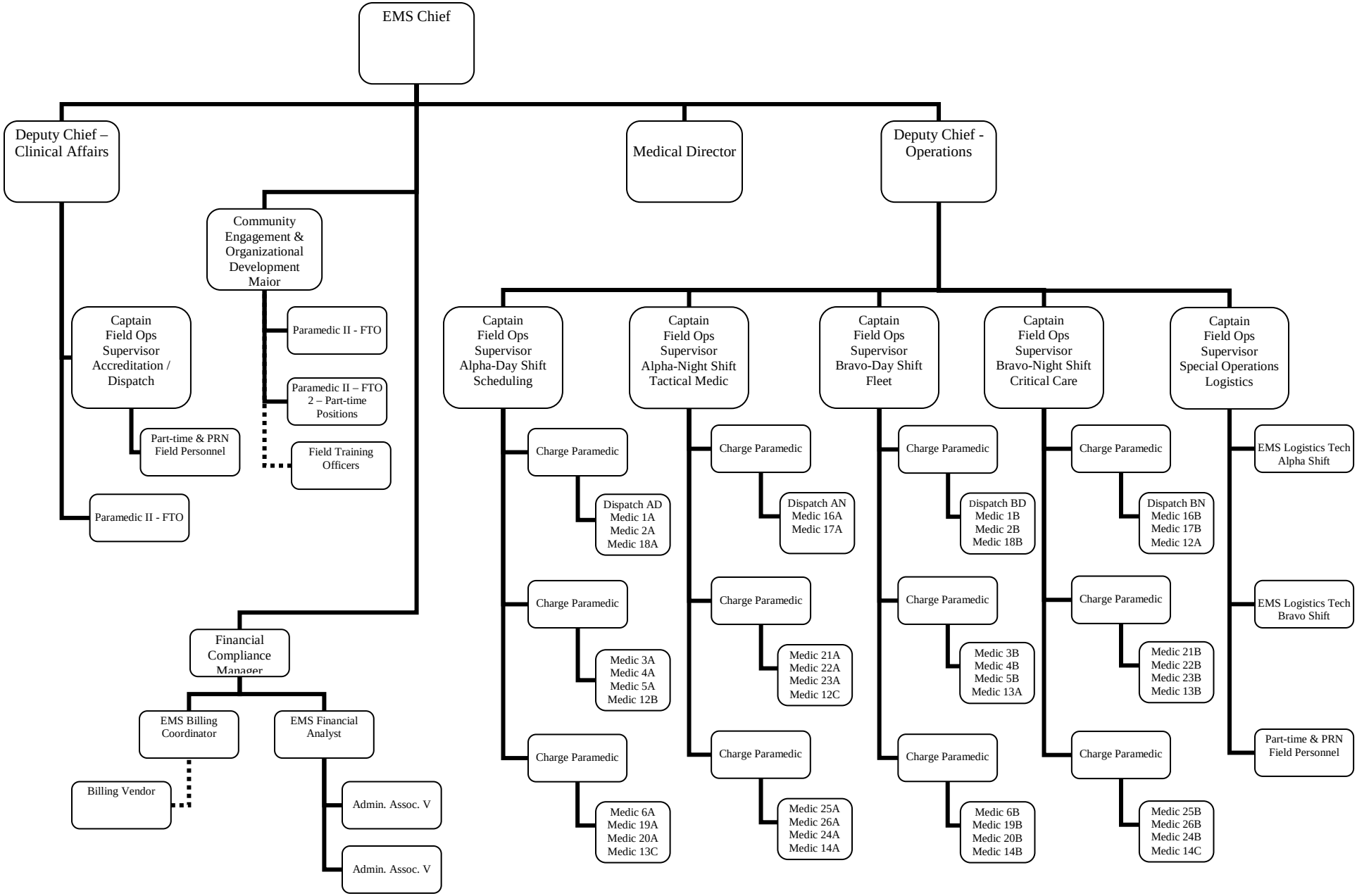
Options:

1. Approve the position reclassification necessary to support the new organizational structure within the Division of Emergency Medical Services.
2. Do not approve the position reclassification and staffing realignments within the Division of Emergency Medical Services.
3. Board direction.

Recommendation:
Option #1.

Attachment:
1. Organizational Structure

Office of Public Safety
Division of Emergency Medical Services



Leon County
Board of County Commissioners

Notes for Agenda Item #12

Leon County
Board of County Commissioners

Cover Sheet for Agenda #12

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of a Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint 2000 for Use as its Office Operations

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Katherine Burke, P.E., Acting Director, Public Works
Lead Staff/ Project Team:	Tom Brantley, P.E., Director of Facilities Management Graham Stewart, Real Estate Manager

Fiscal Impact:

This item has a fiscal impact. Revenues from the proposed Lease Agreement will generate $113,736 annually for ten years. An initial cash outlay of $489,000 will be required by the County for tenant improvements that will be reimbursed to the County through the form of additional rent in 120 equal monthly installments during the initial 10-year term of the Lease.

Staff Recommendation:

Option #1: Adopt the Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint 2000 (Attachment #1).

Option #2: Authorize preparation of a Lease Agreement in a form consistent with the terms and conditions contained in the adopted Resolution, and authorize the County Administrator to execute in a final form approved by the County Attorney.

Option #3: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:

This item requests the Board's adoption of a Resolution of intent to lease space to Blueprint 2000 ("BP2000") for office space on the 4th floor of the Leon County Government Annex. BP2000 currently leases office space in the SunTrust Bank building located at 2727 Apalachee Parkway. Its current lease expires on December 31, 2015. BP2000 has expressed a desire to lease office space in the Leon County Government Annex ("LCGA") tower building, formerly the Bank of America Plaza, located at 315 South Calhoun Street. In March 2015, BP2000 toured vacant office space on the 4th floor of the LCGA and have since determined that the space would suit their needs. BP2000 wishes to move into the space no later than December 1, 2015, and has proposed executing a new Lease for the space. Pursuant to Section 125.38, Florida Statutes:

- The County is not required to advertise space for lease to the United States government, any department or agency thereof, the state of Florida or any political subdivision or agency thereof, any municipality of the State of Florida, or corporation or other organization not-for-profit, which may be organized for the purpose of "promoting community interest and welfare."
- If the Board of County Commissioners is satisfied that the County-owned property that the entity seeks to lease is not needed for County purposes, the County may lease the property to the entity at such price the Board may fix.
- A resolution, duly adopted by the Board of County Commissioners, is required to identify the application being made, the purpose for which the property is to be used, the price or rent to be paid, and the term of such lease.

The BP2000 Intergovernmental Agency is a Florida independent special district and, for purposes of utilizing the Section 125.38 statutory process, is considered an agency of the State of Florida. As such, the County may lease the requested office space to BP2000 upon the Board's adoption of a resolution in accordance with the statute.

Analysis:

The proposed Lease provides for the use of 6,659 square feet of existing office space on the 4th floor of the LCGA tower building, in space previously occupied by the Clerk of Court, which has relocated to the 7th floor. The current market for Class "A" office space for a suite of this size, in downtown Tallahassee, ranges from $24.00 to $25.00 per square foot annually for a "Full Service" lease. This rate includes all utilities, custodial, and maintenance services.

Representatives from the County, the City, and BP2000 have negotiated a starting "Full Service" rental rate for the space of $17.08 per square foot annually for the first year of the Lease term; which is equivalent to BP2000's current rental rate. Beginning in Year 2, an escalator clause will increase the rent by 2% on an annual basis for the remaining years of the initial 10-year term, which is typical for downtown Tallahassee office space. In addition, 10 reserved spaces for staff parking will be provided under separate parking license agreements at a negotiated monthly license fee not to exceed the fee paid by County employees for parking spaces in the Courthouse garage, and BP2000 will be responsible for payment of its own internet and telephone services for the space.

The initial 10-year term of the proposed Lease will commence on January 1, 2016, regardless of the proposed earlier move-in date, and expire on December 31, 2025. The proposed Lease provides an option for two continuation periods of five-years each that could be exercised by the tenant no later than 180 days prior to the beginning of each continuation period at a rental rate to be negotiated.

Additionally, BP2000 is requesting advance funding from the County in order to build out and modify the office space to suit its needs. The total estimated cost of the tenant improvements in the amount of $489,000 will be advanced by the County, and will be reimbursed by BP2000 through 120 equal monthly installments, paid as additional rent during the initial 10-year term of the Lease. Funding for the initial capital outlay is available through the Government Annex special revenue fund; in addition to funds already included in the proposed FY2016 budget, $214,000 in fund balance will be realized through the attached Resolution and associated Budget Amendment Request (Attachment #2).

Staff recommends adoption of the Resolution approving the intent to lease space.

Options:

1. Adopt the Resolution of Intent to Lease Space at Leon County Government Annex to Blueprint 2000 (Attachment #1).
2. Authorize preparation of a Lease Agreement in a form consistent with the terms and conditions contained in this agenda request, and authorize the County Administrator to execute in a final form to be approved by the County Attorney.
3. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
4. Do not adopt the Resolution approving a Lease Agreement with Blueprint 2000, and do not authorize the preparation of a Lease Agreement.
5. Board direction.

Recommendation:
Options #1, #2, and #3.

Attachments:

1. Resolution of Intent to Lease Space to Blueprint 2000
2. Resolution and associated Budget Amendment Request

RESOLUTION: 15-_____

RESOLUTION OF INTENT TO LEASE SPACE AT LEON COUNTY GOVERNMENT ANNEX, PURSUANT TO FLA. STAT. §125.38, TO BLUEPRINT 2000 FOR USE AS ITS OFFICE OPERATIONS

WHEREAS, the Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency ("Blueprint 2000") is a Florida independent special district; and

WHEREAS, the Blueprint 2000 desires to lease office space in the building owned by Leon County known as the Leon County Government Annex for the purposes of housing its office operations in furtherance of its public purpose, and has indicated such desire by applying to the Leon County Board of County Commissioners (the "Board") in an Agenda Request at the regularly scheduled Board meeting on July 7, 2015; and

WHEREAS, the Board has determined that such office space is required for the use as indicated by Blueprint 2000 and is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 7th day of July, 2015, that, pursuant to Section 125.38, Florida Statutes (2014), Blueprint 2000's proposed use of the office space comprising approximately 6,659 square feet identified as Suite 450, Leon County Government Annex, 315 S Calhoun St, Tallahassee, Florida is for a public purpose and, therefore, shall be leased to Blueprint 2000 for an initial term of ten years at an annual "full service" rental rate of $113,736 for the first year, with an annual rental rate increase of two percent (2%) beginning in year two of the initial term, and the option for up to two continuation periods of five years each. In addition, the lease shall include provisions for: (i) Leon County to advance to Blueprint 2000 the cost of tenant improvements proposed as of the date of this Resolution, which cost shall be reimbursed by Blueprint 2000 through 120 equal monthly installments paid as additional rent

during the initial ten-year term of the lease; (ii) for Blueprint 2000 to be provided ten reserved spaces for staff parking under separate parking license agreements at a negotiated monthly license fee not to exceed the fee paid by County employees for parking spaces in the Courthouse garage; and (iii) for Blueprint 2000 to be responsible for payment of its own internet and telephone services for the leased space.

Passed and adopted on this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:

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

BY:_____

APPROVED AS TO FORM:

Office of the County Attorney
Leon County, Florida

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

A15-0526

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

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

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

Adopted this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15026
Date: 6/24/2015

Agenda Item No:
Agenda Item Date: 7/7/2015

County Administrator
Vincent S. Long

Deputy County Administrator
Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
165	000	399900	000	Appropriated Fund Balance	1,056,146	214,000	1,270,146
							-
					Subtotal:	214,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
165	086025	56201	519	Leon County Government Annex Building Improvements	20,000	214,000	234,000
							-
					Subtotal:	214,000	

Purpose of Request:

This amendment budgets $214,000 in funding for tenant improvements on the 4th floor of the Leon County Government Annex building to accommodate the BluePrint 2000 office. The total cost of the tenant improvements is estimated at $489,000. The balance of the $489,000 is included in the proposed FY16 budget. The $489,000 will be reimbursed by BluePrint 2000 over a 10-year period via additional monthly rent installments.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** [x] **Motion** [ ] **Administrator** [ ]

Leon County
Board of County Commissioners

Notes for Agenda Item #13

Leon County
Board of County Commissioners

Cover Sheet for Agenda #13

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the Plat of Chastain Manor II Subdivision for Recording in the Public Records

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Katherine G. Burke, P.E., Acting Director, Public Works
Lead Staff/ Project Team:	Joseph D. Coleman, P.S.M. County Surveyor

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the plat of Chastain Manor II Subdivision for recording in the Public Records (Attachment #1), contingent upon staff's final review and approval.

Report and Discussion

Background:

The proposed subdivision plat was approved by the Development Review Committee as a minor modification to the original type "C" site and development plan on July 9, 2003 for Sable Chase subdivision (Attachment #2).

Analysis:

The proposed subdivision, Chastain Manor II, is located in the N.E. Quarter of the S.E. Quarter of Section 8, Township 2 North Range 1 East. As required by Florida Statute 177.051, it will be a re-plat of Sable Chase HOA Common Area/Open Space recorded in Plat Book 15, pages 40 through 44 of the Public Records (Attachment #3).

The developer is requesting the Board's approval contingent upon staff's final review and approval due to tight scheduling. As of the date of the preparation of this agendum, the plat had been circulated and approval has been received from the Department of Development Support and Environmental Management. However, the plat is still under review by other 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 correction to the text, joinder references, and any corrections required by Chapter 177 (F.S.) compliance.

Staff recommends the Board accept the plat and approve recording upon completion of staff's review and confirmation of approval from the 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 Chastain Manor II Subdivision for recording in the Public Records (Attachment #1), contingent upon staff's final review and approval.
2. Do not approve the Plat for Chastain Manor II for recording in the Public Records.
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. Chastain Manor II Plat
2. Development Review Committee Letter
3. Location Map

CHASTAIN MANOR II

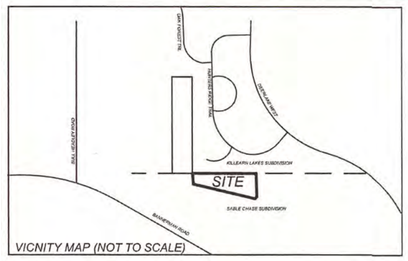
A REPLAT OF HOA COMMON AREA/ OPEN SPACE OF SABLE CHASE, A SUBDIVISION AS PER MAP OR PLAT RECORDED IN PLAT BOOK 15, PAGE(S) 40-44 AND LYING IN A PORTION OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

PLAT BOOK_____ PAGE_____

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



NOTES:

1. This survey is dependent upon EXISTING MONUMENTATION.
2. BEARING REFERENCE: South boundary of the Northeast Quarter of Section 8, Township 2 North, Range 1 East, Leon County, Florida being North 89 degrees 58 minutes 09 seconds West as per record deed.
3. NO IMPROVEMENTS have been located other than shown hereon. All platted utility easements shall also allow for Cable Television Services in accordance with Florida Statutes, Chapter 177.091 (29).
4. The construction of permanent structures including fences but excluding driveways by property owners is prohibited within utility and drainage easements.
5. An iron rod with plastic cap stamped " 7160" has been set at all corners unless otherwise noted.
6. Subject property is located in Zone "X" as per Flood Insurance Rate Map, Community Panel No: 120143 0315F, index date: August 18, 2009,

SURVEY POINT PRM LB 7160 DO NOT DISTURB — METAL CAP IN TOP OF CONCRETE MONUMENT MARKING PERMANENT REFERENCE MONUMENTS

SURVEY POINT PCP LB 7160 DO NOT DISTURB — METAL CAP IN TOP OF CONCRETE MONUMENT MARKING PERMANENT CONTROL POINTS

SURVEY LB 7160 POINT — PLASTIC CAP ON 5/8" RE-ROD MARKING PERMANENT REFERENCE POINTS

1408204070040
CHASTAIN HOLDINGS OF FLORIDA LLC

KILLEARN LAKES HOMEOWNERS 140350 0006

TRACT 2
ORB 1579 PG 1690
BUTLER SEDRA GAINES
1408204110000

FCM (4x4)

FND 3" RND CM (#1254)

N89°58'09"W 488.03'

SOUTH BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 8

FIRC (5/8") #7160

POINT OF BEGINNING

N89°58'09"W 535.57'

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

S05°25'41"E 81.91'

STORMWATER MANAGEMENT FACILITY
(FOR CHASTAIN MANOR)
1.55 ACRES±

N01°45'51"W 180.90'

STORM WATER MANAGEMENT FACILITY
SABLE CHASE
PLAT BOOK 15 PG 40-44

FIRC (5/8") #7160

30' HOA DRAINAGE & UTILITY EASEMENT PLAT BOOK 15, PAGE 40-44

S76°33'01"E 483.30'

30' WIDE DRAINAGE EASEMENT (PLAT BOOK 15, PAGE 40-44)

N50°50'34"E 20.39'

FIRC (5/8") #7160

FIRC (5/8") #7160

100' FLORIDA POWER COMPANY EASEMENT ORB 2914 PG 2081

SABLE CHASE PLAT BOOK 15 PG 40-44

STATE OF FLORIDA
COUNTY OF LEON

THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVAL PROVISIONS MADE BY LEON COUNTY
THIS_____DAY OF_____ A.D. 2015.

_____
LAND USE ADMINISTRATOR

COUNTY COMMISSION

Approved by the County Commissioners of Leon County, Florida.
THIS_____DAY OF_____ A.D. 2015.

_____
CHAIRPERSON

_____
COUNTY ATTORNEY

_____
COUNTY ENGINEER

CLERK OF THE CIRCUIT COURT:

Accepted for files and recorded this _____ day of _____ ,A.D. 2015, in_____

Plat Book _____, Page _____

(BY)_____
Deputy Clerk of the Circuit Court, Leon County, Florida

SITE PLAN REVIEW APPROVAL

This plat conforms to the site plan approved by the Development Review Committee of Leon County, Florida
This _____ day of _____, 2015

(BY)_____
Department of Growth and Enivronmental Management

PLAT REVIEW

Plat reviewed for compliance with Chapter 177, Florida Statues.

(BY)_____
Joseph D. Coleman
Florida Professional Survey and Mapper #5590

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey 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 both Chapter 177 of the Florida Statutes and with the minimum technical standards for Land Surveying (F.A.C. 5J-17).

_____
JAMES T. RODDENBERRY
Surveyor & Mapper Fl. Certificate No. 4261

DATE

DEDICATION
STATE OF FLORIDA
COUNTY OF LEON

Know all by these present that Sable Chase, Inc., the owners' in fee simple of the land shown hereon platted as CHASTAIN MANOR II and being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of Section 8, Township 2 North, Range 1 East, Leon County, Florida and run North 89 degrees 58 minutes 09 seconds West along the South boundary line of the Northeast quarter of said Section 8 (as monumented), a distance of 535.57 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 58 minutes 09 seconds West 488.03 feet to a concrete monument (marked #1254), thence run South 05 degrees 25 minutes 41 seconds East 81.91 feet to an iron rod and cap (marked #7160), thence run South 76 degrees 33 minutes 01 seconds East 483.30 feet to an iron rod and cap (marked #7160), thence run North 50 degrees 50 minutes 34 seconds East 20.39 feet to an iron rod and cap (marked #7160), thence run North 01 degrees 45 minutes 51 seconds West 180.90 feet to the POINT OF BEGINNING containing 1.55 acres more or less.

Have cause said lands to be divided as shown hereon:

Reserving in all cases however, the reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued or prescribed by law by appropriate official action of the proper officials having charge or jurisdiction thereof.

This the _____ day of _____ A.D. 2015

By: _____
Authorized Signature
Managing Member

_____ Witness Signature _____ Witness Signature

_____ Print name _____ Print Name _____ Print Name

ACKNOWLEDGEMENT
STATE OF FLORIDA

The forgoing instrument was acknowledged before me this _____day of _____, 2015, by _____, who is personally known to me or has produced a drivers license as identification acknowledges that he/she executed the foregoing dedication as of Sable Chase, Inc.

_____
NOTARY PUBLIC

BY EXECUTION OF THIS RECORD PLAT, KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC. DOES HEREBY RELINQUISH AND RELEASE ANY AND ALL RESPONSIBILITIES AND RIGHTS TO THE OPEN SPACE AS DEPICTED SABLE CHASE RECORD PLAT AS RECORDED IN PLAT BOOK 15 PAGE(S) 40-44 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, LYING IN THE NORTHWEST CORNER OF SABLE CHASE SUBDIVISION AND NORTH OF THE 100' WIDE FLORIDA POWER COMPANY EASEMENT AS RECORDED IN DEED BOOK 128, PAGE 501 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA

_____ Authorized Signature _____ Print Name

_____ Witness Signature _____ Print Name

_____ Witness Signature _____ Print Name

ACKNOWLEDGEMENT
STATE OF FLORIDA

The forgoing instrument was acknowledged before me this _____day of _____, 2015, by _____, who is personally known to me or has produced a drivers license as identification acknowledges that he/she executed the foregoing dedication as of Killearn Lakes Homeowners Association, Inc.

_____
NOTARY PUBLIC

NORTH

LEGEND

C.O.T. = CITY OF TALLAHASSEE
HOA = HOME OWNERS ASSOCIATION
D.E. = DRAINAGE EASEMENT
CONS. ESMT. = CONSERVATION EASEMENT
CRT. = COURT
O.S. = OPEN SPACE
R/W = RIGHT OF WAY
FCM = Found Concrete Monument (4" x 4")
FIR = Found Iron Rod (5/8")
FIRC = Found Iron Rod & Cap (5/8") #7160
SCM = Set 4" x 4" Concrete Monument with cap #7160
SNC = Set Nail & Cap (#7160)
Δ = Delta Angle
R = Radius
L = Arc Length
CD = Chord bearing and distance
PT = Point of Tangency
PC = Point of Curvature
PI = Point of Intersection
PRC = Point of Reverse Curvature
O.R. = Official Record Book of Leon County, Florida
pg. = Page
■ = PRM = Permanent Reference Monument
● = Set Nail & Cap #7160
◉ =Found Iron Rod & Cap #7160-5/8" (Unless noted otherwise)
├─ = All Interior Lot Corners Are Marked With = Iron Rod & Cap #7160-5/8" (Unless noted otherwise)
M = Measured Distance
L = Legal Description (O.R. 2839, Pg.1297-1308)
CRCDD = Capital Regional Community

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 LEON COUNTY, FLORIDA.

DATE OF LAST FIELD WORK: __/__/____.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

PREPARED BY:

Thurman Roddenberry & Associates, Inc.
Professional Surveyors and Mappers
Florida Certificate No. LB 7160
P.O. Box 100 125 Sheldon Street
Sopchoppy, FL 32358-0100 (850) 962-2538

DATE: 05/21/15	SCALE 1" = 40'	DRAWN BY: MD @ TR	COUNTY: LEON
FILE: 115157RP.DWG	SEC.8, T-2-N, R-1-E	JOB NUMBER: 15-157	SHEET 1 OF 1

Leon County

Board of County Commissioners

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

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

DEVELOPMENT SUPPORT
& ENVIRONMENTAL MANAGEMENT
DEVELOPMENT SERVICES
435 N. Macomb Street
Renaissance Center 2nd Floor
Tallahassee, FL 32301

June 17, 2015

Sable Chase, Inc.
Attn: Michael Dimitroff
4708 Capital Circle N.W.
Tallahassee, FL 32303

RE: Sable Chase Residential Subdivision
Minor Modification Approval, Type "C" Approved Site Plan
Leon County Site Plan Project # LSP030012
Parcel Identification Number: 14-08-26- 000-1

Dear Mr. Dimitroff:

Leon County Department of Development Support and Environmental Management has approved your request for a Minor Modification to the Sable Chase Residential Subdivision Type "C" site and development Plan. The approved revision to the Sable Chase site and development plan is as follows:

- Re-plat of the Sable Chase residential subdivision Homeowner's Association (HOA) Open Space. The proposed modification (re-plat) would allow a portion of the Sable Chase HOA open space to be utilized as a stormwater management facility for the adjacent Chastain Manor residential subdivision.

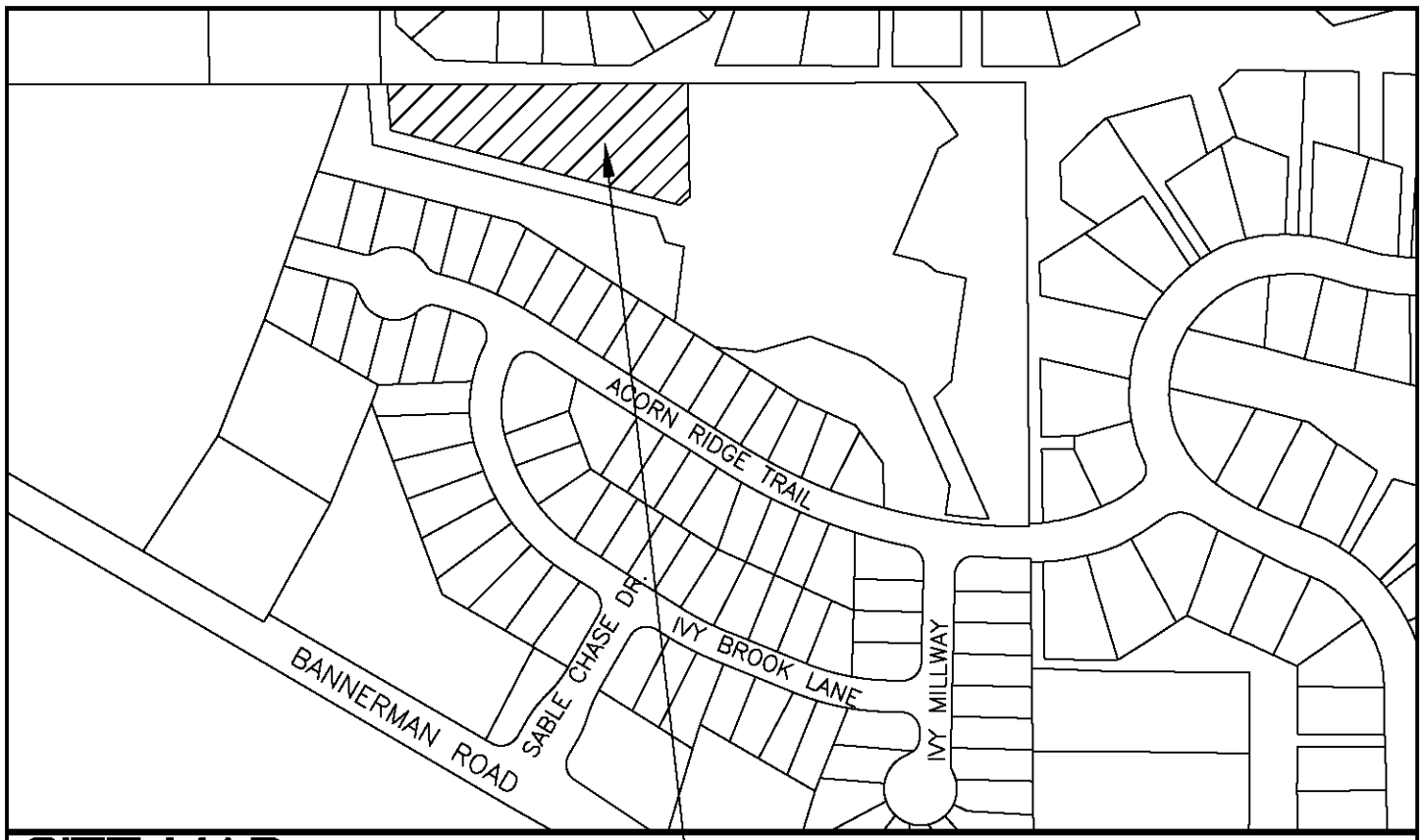
This minor modification approval does not provide an exemption from other applicable County final permitting requirements. This approval shall expire if substantial and observable development has not begun within three years of the date of approval, or if substantial and observable development ceases for a period of three years before the project is complete and certificates of occupancy have been issued.

Sincerely,

Weldon Richardson, Senior Planner
Development Services Division

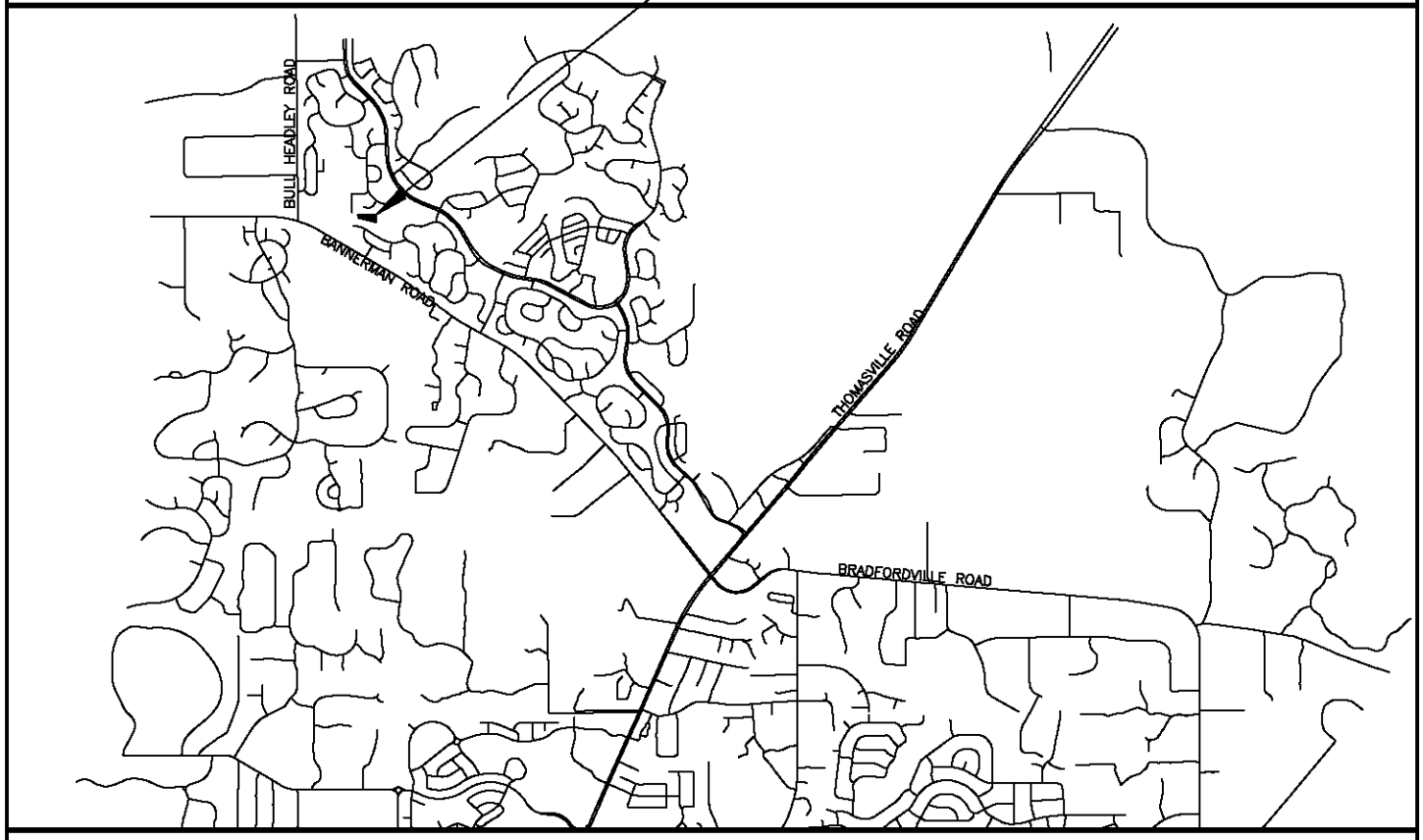
cc: Ryan Culpepper, Development Services Director
Russell Snyder, Land Use Planning Manager, PLACE
Nawfal Ezzagaghi, P.E., Environmental Services Supervisor
Scott Brockmeier, Development Services Administrator
Gary Donaldson, Plans Examiner, City of Tallahassee Fire Department
RaSarah Browder, Talquin Electric Cooperative, Inc.
Kimberly Wood, P.E., Chief of Engineering Coordination
Sable Chase, Inc., 2811 E. Industrial Plaza Drive, Tallahassee, FL 32301

"People Focused. Performance Driven."



SITE MAP
SCALE 1" = 300'

CHASTAIN MANOR II



LOCATION MAP
SCALE 1" = 5000'

Leon County
Board of County Commissioners

Notes for Agenda Item #14

Leon County
Board of County Commissioners

Cover Sheet for Agenda #14

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the Plat of Bannerman Crossing North Subdivision for Recording in the Public Records

---

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Katherine G. Burke, P.E., Acting Director, Public Works
Lead Staff/ Project Team:	Joseph D. Coleman, P.S.M., County Surveyor

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the Bannerman Crossing North Subdivision Plat for recording in the Public Records (Attachment #1), and accept the Slope Easements for recording in the Public Records (Attachment #2).

Report and Discussion

Background:

Bannerman Crossing North subdivision, a type "A" site and development plan, was approved by the Development Review Committee on May 4, 2015 (Attachment #3). The development being platted consists of 27.47 acres containing nine lots.

Due to the initial grading, slope easements for Beech Ridge Trail onto adjacent lots are needed for maintenance of the roadway tie back slopes.

Analysis:

Bannerman Crossing North Subdivision is located in Section 15 and 22, Township 2 North, Range 1 East, east of U.S. 319 North (Thomasville Highway), north of Bannerman Road, and along the west side of Kinhega Drive. The appropriate departments and agencies have reviewed and inspected the subdivision. The comments have been reviewed and approval of the plat is recommended.

The slope easements are located on the southeast and northwest of the Beech Ridge Trail Extension, at the northeast side of Bannerman Road.

Options:

1. Approve the plat of Bannerman Crossing North Subdivision Plat for recording in the Public Records (Attachment #1), and accept the Slope Easements for recording in the Public Records (Attachment #2).
2. Do not approve the Subdivision Plat for Bannerman Crossing North for recording in the Public Records, and do not accept the slope easements for recording in the Public Records.
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. Bannerman Crossing North Plat
2. Slope Easement Documents
3. Development Review Letter
4. Performance Agreement and Irrevocable Letter of Credit NO. 492
5. Location Map

MooreBass
CONSULTING
TALLAHASSEE DESTIN ATLANTA
805 N. GADSDEN STREET TALLAHASSEE, FL 32303 TELEPHONE (850) 222-5678
CERTIFICATE OF AUTHORIZATION NO. 00007245
www.moorebass.com

GRAPHIC SCALE

0 150 300 600

1 inch = 300 ft.

BANNERMAN CROSSING NORTH

A SUBDIVISION LYING IN SECTIONS 15 & 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY FLORIDA

PLAT BOOK ______,PAGE ______

Joinders in Dedication		
Name	Date	O.R. / Pg.
TALQUIN ELECTRIC COOPERATIVE		
TALQUIN WATER & WASTEWATER, INC.		
FARMERS & MERCHANTS BANK		
CITY OF TALLAHASSEE		

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT SUMMIT HOLDINGS VIII, LLC, OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON PLATTED AS BANNERMAN CROSSING NORTH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

COMMENCE at the Northeast corner of Section 22 Township 2 North, Range 1 East, Leon County, Florida; thence West along the North boundary of said Section 22, 628.98 feet; thence N 14° 30' W, 391.0 feet; thence S 37° 07' W, 260.0 feet; thence N 52° 53' W, 1381.40 feet to the East boundary of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 15; thence N 00° 28' E along said East boundary, 324.20 feet to the Northeast corner of said W ½ of SW ¼ of SE ¼; thence N 89° 32' W along the North boundary of said SW ¼ of SE ¼, 660.0 feet; thence S 00° 28' W along the West boundary of said SW ¼ of SE ¼, 660.0 feet to a point marking the Southerly boundary of Killearn Lakes, Unit No. 1, a map or plat as recorded in Plat Book 6, page 26 of the aforesaid records, said point also marking the POINT OF BEGINNING. From said POINT OF BEGINNING run thence S 29° 09' 19" E, 1012.42 feet; thence S 60° 02' 59" E, 466.71 feet; thence S 39° 41' 41" W, 1094.83 feet to the Northeasterly Right-of-Way boundary of Bannerman Road (Right-of-Way varies); thence N 38° 20' 58" W along said Northeasterly Right-of-Way boundary, 1102.11 feet; thence leaving said Northeasterly Right-of-Way boundary, N 28° 12' 30" E, 544.29 feet; thence N 05° 41' 33" E, 279.85 feet; thence S 89° 51' 10" E, 199.77 feet; thence N 00° 08' 43" E, 337.66 feet to the POINT OF BEGINNING.
Containing 27.47 acres, more or less.

HAS CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DO HEREBY DEDICATE THE FOLLOWING:

TO THE PERPETUAL USE OF TALQUIN ELECTRIC COOPERATIVE, THE UTILITY EASEMENTS AS SHOWN AND DEPICTED HEREON.

TO THE PERPETUAL USE OF BANNERMAN CROSSING NORTH PROPERTY OWNERS ASSOCIATION, INC. AND THE OWNERS OF THE LOTS DEPICTED HEREON, THE PRIVATE INGRESS/EGRESS AND DRAINAGE EASEMENTS AS DEPICTED HEREON.

TO THE PERPETUAL USE OF THE PUBLIC, THE RIGHT-OF-WAY OF BEECH RIDGE TRAIL AS DEPICTED HEREON.

TO THE PERPETUAL USE OF THE PUBLIC AND THE OWNERS OF THE LOTS DEPICTED HEREON, THE STORMWATER MANAGEMENT FACILITIES.

RESERVING, HOWEVER, THE REVERSION OR REVERSIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED, ABANDONED OR THE USE THEREOF DISCONTINUED OR PRESCRIBED BY LAW BY APPROPRIATE OFFICIAL ACTION OF THE PROPER OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

SUMMIT HOLDINGS VIII, LLC
a Florida limited liability company

By: Tierra Vista Group, LLC,
a Florida limited liability company,
its Authorized Member

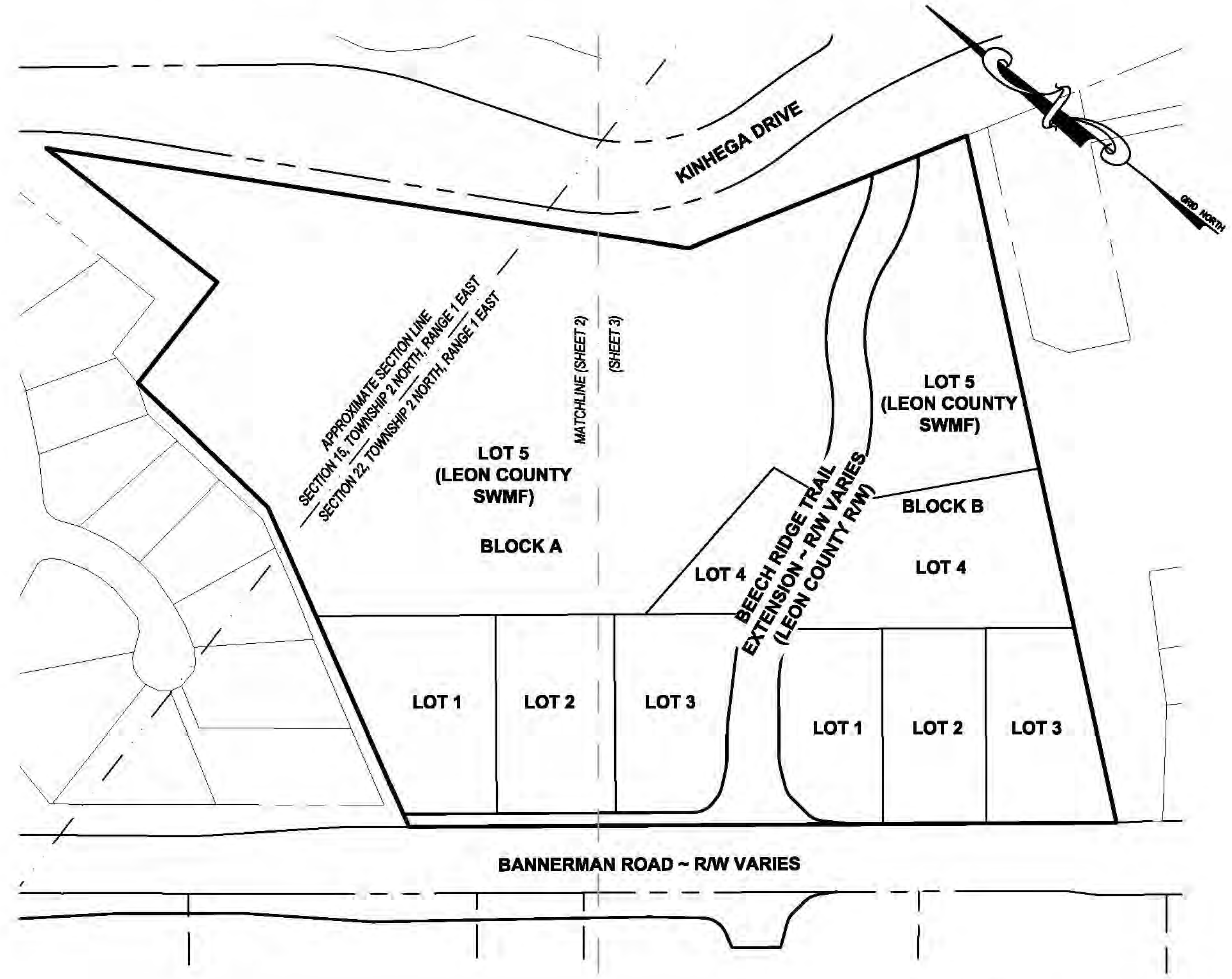
By:____________________ ____________________ ____________________
Claude R. Walker, its Manager WITNESS WITNESS

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME THIS DAY, PERSONALLY APPEARED CLAUDE R. WALKER, AS MANAGER OF TIERRA VISTA GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE AUTHORIZED MEMBER OF SUMMIT HOLDINGS VIII, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANIES, AND HAS ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN STATED, THIS _____ DAY OF ________________, 2015, A.D. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED ______________ AS IDENTIFICATION AND DID (DID NOT) TAKE AN OATH.

____________________ ____________________
NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES



GENERAL NOTES:

1. DATE OF BOUNDARY SURVEY 07.16.2014.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE. NAD 83 DATUM.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
4. TITLE OPINION LETTER FROM CLAUDE R. WALKER, ESQ., DATED JUNE 5, 2015.
5. ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
6. LOTS SHALL NOT BE DIVIDED OR SUBDIVIDED WITHOUT COMPLYING WITH THE PLATTING PROCESS PURSUANT TO CHAPTER 177, FLORIDA STATUTES AND THE LEON COUNTY SUBDIVISION REGULATIONS.
7. THE CONSTRUCTION OF PERMANENT STRUCTURES, EXCLUDING DRIVEWAYS, IS PROHIBITED WITHIN DRAINAGE AND UTILITY EASEMENTS.
8. FIXED IMPROVEMENTS ON THIS PROPERTY HAVE NOT BEEN LOCATED.
9. SECTION 177.091 (28) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH 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 OF CABLE TELEVISION SERVICES 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. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

STANDARD ABBREVIATIONS:

#000	PROFESSIONAL LAND SURVEY CERTIFICATE
C/L	CENTERLINE
CH	CHORD BEARING AND DISTANCE
C.O.T.	CITY OF TALLAHASSEE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
FCM	FOUND 4"x4" CONCRETE MONUMENT
FIP	FOUND IRON PIPE (AS LABELED)
FIR	FOUND IRON ROD (AS LABELED)
FIRC	FOUND IRON ROD W/ CAP (AS LABELED)
FNC	FOUND NAIL IN CAP (AS LABELED)
FND	FOUND
FPIP	FOUND PINCHED IRON PIPE (AS LABELED)
GPS	GLOBAL POSITIONING SYSTEM
H.O.A.	PRESERVE AT BUCK LAKE OWNERS ASSOCIATION, INC.
I.D.	IDENTIFICATION
L=	ARC LENGTH
N	NORTH
O.R./PG.	OFFICIAL RECORDS BOOK AND PAGE
P.B./PG.	PLAT BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
R-	RANGE
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
SCM	SET 4"x4" CONCRETE MONUMENT LB#7245
SEC.	SECTION
SIRC	SET 1/2" IRON ROD W/ CAP LB#7245
SNC	SET NAIL IN 1" CAP LB#7245
SWMF	STORMWATER MANAGEMENT FACILITY
T-	TOWNSHIP
W	WEST
°	DEGREES
'	MINUTES/FEET
"	SECONDS/INCHES

SYMBOL LEGEND:

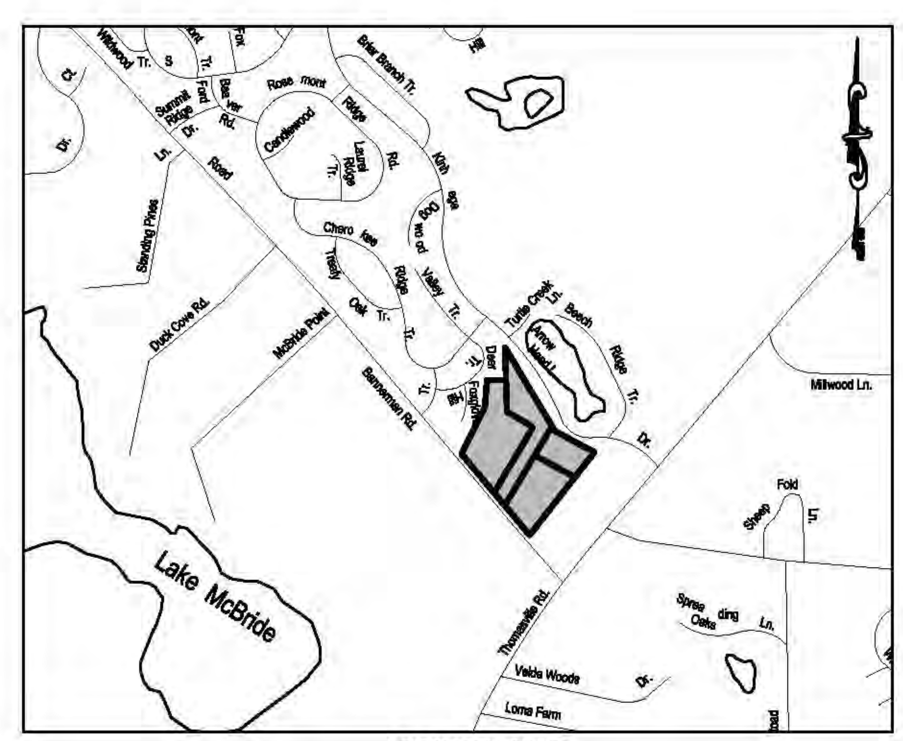
- ▲ FOUND NAIL AND CAP AS LABELED
- ○ FOUND IRON ROD AS LABELED
- ⊡ FOUND 4X4 CONCRETE MONUMENT (PRM) (#7245) (UNLESS LABELED OTHERWISE)
- ■ SET PRM (PERMANENT REFERENCE MONUMENT): 4"x4" CONCRETE MONUMENT (#7245) (UNLESS LABELED OTHERWISE)
- ▲ SET PCP (PERMANENT CONTROL POINT): NAIL & CAP (#7245)
- ● SET ½" IRON ROD W/CAP (#7245)

MONUMENT LEGEND:

PRM LB 7245 MBC — ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4"x4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.

PCP LB 7245 MBC — ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.

LB #7245 M.B.C. — ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.



VICINITY MAP
NOT TO SCALE

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.

LEON COUNTY, FLORIDA

By:____________________
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST: Bob Inzer, Clerk of Circuit Court & Comptroller

By:____________________

Approved as to Form:
Leon County Attorney's Office

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

COUNTY COMMISSION:

APPROVED AND JOINED IN BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA THIS ____ DAY OF ________________, 2015.

____
CHAIRMAN

____
COUNTY ATTORNEY

____
COUNTY ENGINEER

SITE PLAN REVIEW APPROVAL:

THIS PLAT CONFORMS TO THE SITE PLAN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA THIS ________ DAY OF ______________, 2015 A.D.

____
LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL SERVICES

CLERK OF THE CIRCUIT COURT:

ACCEPTED FOR THE FILES AND RECORDED THIS _____ DAY OF ______________, 2015, IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

BY:____________________
CLERK OF THE CIRCUIT COURT, LEON COUNTY, FLORIDA (SEAL)

PLAT REVIEW APPROVAL:

PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177 (PART 1) OF THE FLORIDA STATUTES.
THIS ________ DAY OF ______________, 2015 A.D.

____
JOSEPH D. COLEMAN, P.S.M.
PROFESSIONAL SURVEYOR FLORIDA CERTIFICATE #5590

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY 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 BOTH CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5J-17.01).

____
LARRY D. DAVIS
REGISTERED FLORIDA SURVEYOR NO. 5254
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO.7245

SHEET
1/3

C:\Projects\554.064\Workfiles\SURVEY\RecordPlat\554.064-RP.dwg, 1, athompson, Jun 16, 2015 - 8:49:33am

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554.064-RP.dwg

FILE # 13-013 CONTRACT # 554.064 DRAWN BY: AJT

PLAT BOOK _____,PAGE _____

MooreBass
CONSULTING
TALLAHASSEE DESTIN ATLANTA
805 N. GADSDEN STREET TALLAHASSEE, FL 32303 TELEPHONE (850) 222-5678
CERTIFICATE OF AUTHORIZATION NO. 00007245
www.moorebass.com

GRAPHIC SCALE

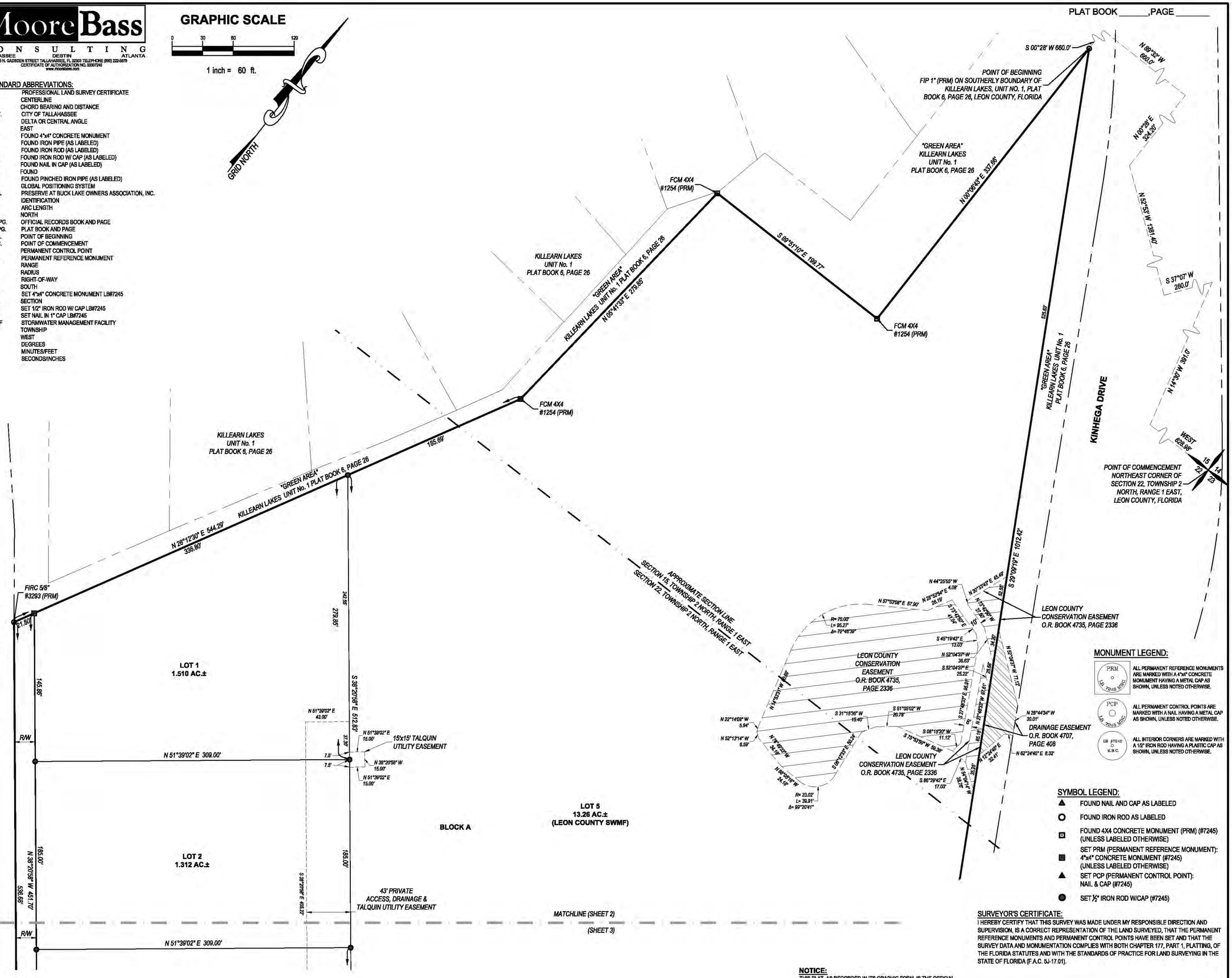
0 30 60 120

1 inch = 60 ft.

GRID NORTH

STANDARD ABBREVIATIONS:

#000	PROFESSIONAL LAND SURVEY CERTIFICATE
C/L	CENTERLINE
CH	CHORD BEARING AND DISTANCE
C.O.T.	CITY OF TALLAHASSEE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
FCM	FOUND 4"x4" CONCRETE MONUMENT
FIP	FOUND IRON PIPE (AS LABELED)
FIR	FOUND IRON ROD (AS LABELED)
FIRC	FOUND IRON ROD W/ CAP (AS LABELED)
FNC	FOUND NAIL IN CAP (AS LABELED)
FND	FOUND
FPIP	FOUND PINCHED IRON PIPE (AS LABELED)
GPS	GLOBAL POSITIONING SYSTEM
H.O.A.	PRESERVE AT BUCK LAKE OWNERS ASSOCIATION, INC.
I.D.	IDENTIFICATION
L=	ARC LENGTH
N	NORTH
O.R./PG.	OFFICIAL RECORDS BOOK AND PAGE
P.B./PG.	PLAT BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
R-	RANGE
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
SCM	SET 4"x4" CONCRETE MONUMENT LB#7245
SEC.	SECTION
SIRC	SET 1/2" IRON ROD W/ CAP LB#7245
SNC	SET NAIL IN 1" CAP LB#7245
SWMF	STORMWATER MANAGEMENT FACILITY
T-	TOWNSHIP
W	WEST
°	DEGREES
'	MINUTES/FEET
"	SECONDS/INCHES



MONUMENT LEGEND:

PRM — ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4"x4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.

PCP — ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.

LB #7245 M.B.C. — ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

SYMBOL LEGEND:

- ▲ FOUND NAIL AND CAP AS LABELED
- ○ FOUND IRON ROD AS LABELED
- ◘ FOUND 4X4 CONCRETE MONUMENT (PRM) (#7245) (UNLESS LABELED OTHERWISE)
- ■ SET PRM (PERMANENT REFERENCE MONUMENT): 4"x4" CONCRETE MONUMENT (#7245) (UNLESS LABELED OTHERWISE)
- ▲ SET PCP (PERMANENT CONTROL POINT): NAIL & CAP (#7245)
- ● SET ½" IRON ROD W/CAP (#7245)

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY 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 BOTH CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5J-17.01).

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.

LARRY D. DAVIS
REGISTERED FLORIDA SURVEYOR NO. 5254
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO.7245

SHEET
2/3

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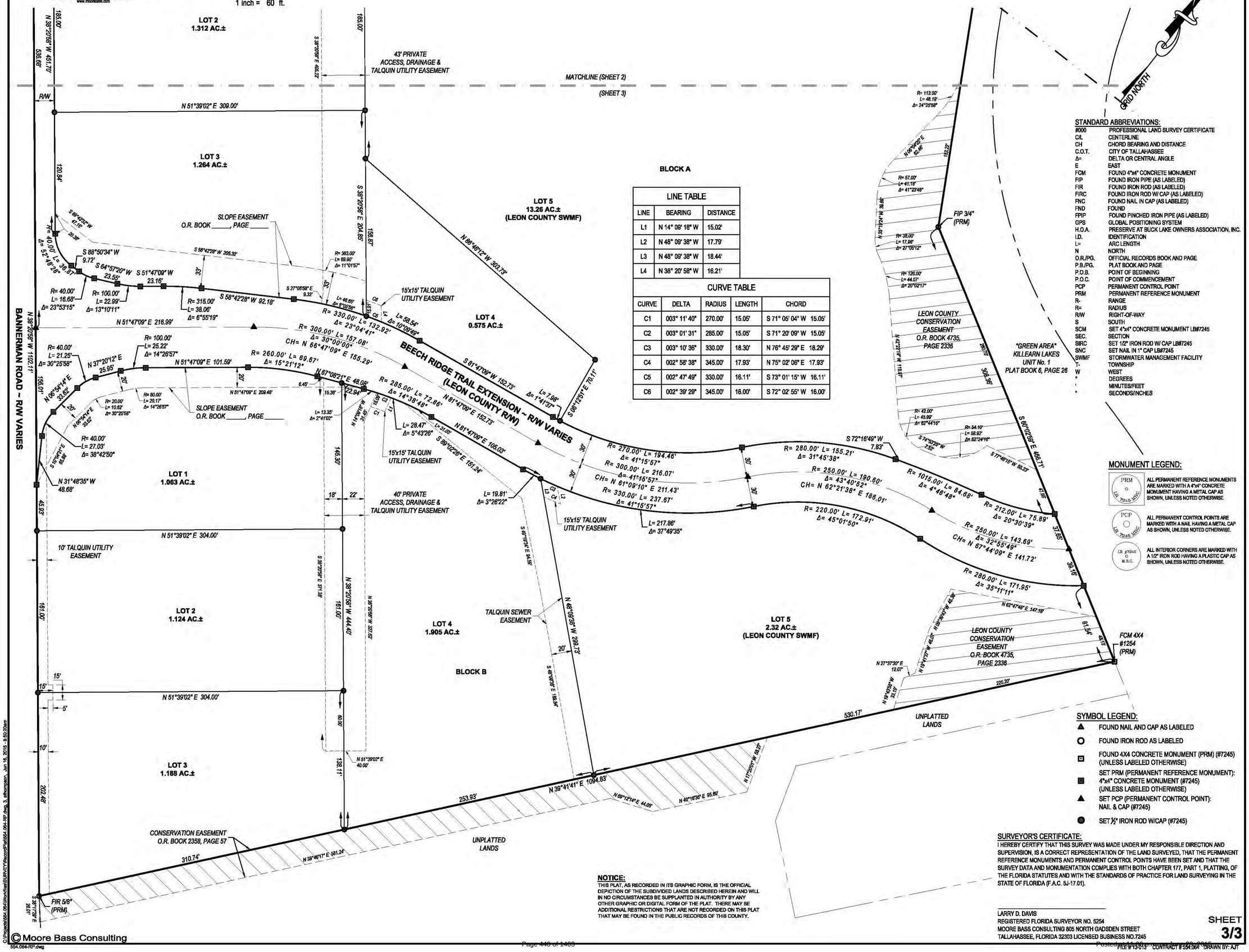
554.064-RP.dwg

FILE # 13-013 CONTRACT # 554.064 DRAWN BY: AJT

PLAT BOOK _____,PAGE _____

MooreBass
CONSULTING
TALLAHASSEE DESTIN ATLANTA
805 N. GADSDEN STREET TALLAHASSEE, FL 32303 TELEPHONE (850) 222-5678
CERTIFICATE OF AUTHORIZATION NO. 00007245
www.moorebass.com

GRAPHIC SCALE
0 30 60 120
1 inch = 60 ft.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14° 09' 18" W	15.02'
L2	N 48° 09' 38" W	17.79'
L3	N 48° 09' 38" W	18.44'
L4	N 36° 20' 58" W	16.21'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	003° 11' 40"	270.00'	15.05'	S 71° 05' 04" W 15.05'
C2	003° 01' 31"	285.00'	15.05'	S 71° 20' 09" W 15.05'
C3	003° 10' 36"	330.00'	18.30'	N 76° 45' 29" E 18.29'
C4	002° 58' 38"	345.00'	17.93'	N 75° 02' 06" E 17.93'
C5	002° 47' 49"	330.00'	16.11'	S 73° 01' 15" W 16.11'
C6	002° 39' 29"	345.00'	16.00'	S 72° 02' 55" W 16.00'

STANDARD ABBREVIATIONS:

#000	PROFESSIONAL LAND SURVEY CERTIFICATE
C/L	CENTERLINE
CH	CHORD BEARING AND DISTANCE
C.O.T.	CITY OF TALLAHASSEE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
FCM	FOUND 4"x4" CONCRETE MONUMENT
FIP	FOUND IRON PIPE (AS LABELED)
FIR	FOUND IRON ROD (AS LABELED)
FIRC	FOUND IRON ROD W/ CAP (AS LABELED)
FNC	FOUND NAIL IN CAP (AS LABELED)
FND	FOUND
FPIP	FOUND PINCHED IRON PIPE (AS LABELED)
GPS	GLOBAL POSITIONING SYSTEM
H.O.A.	PRESERVE AT BUCK LAKE OWNERS ASSOCIATION, INC.
I.D.	IDENTIFICATION
L=	ARC LENGTH
N	NORTH
O.R./PG.	OFFICIAL RECORDS BOOK AND PAGE
P.B./PG.	PLAT BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
R-	RANGE
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
SCM	SET 4"x4" CONCRETE MONUMENT LB#7245
SEC.	SECTION
SIRC	SET 1/2" IRON ROD W/ CAP LB#7245
SNC	SET NAIL IN 1" CAP LB#7245
SWMF	STORMWATER MANAGEMENT FACILITY
T-	TOWNSHIP
W	WEST
°	DEGREES
'	MINUTES/FEET
"	SECONDS/INCHES

MONUMENT LEGEND:

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PCP — ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.

I.B. #7245 M.B.C. — ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

SYMBOL LEGEND:

- FOUND NAIL AND CAP AS LABELED
- FOUND IRON ROD AS LABELED
- FOUND 4X4 CONCRETE MONUMENT (PRM) (#7245) (UNLESS LABELED OTHERWISE)
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NOTICE:
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SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY 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 BOTH CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5J-17.01).

LARRY D. DAVIS
REGISTERED FLORIDA SURVEYOR NO. 5254
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO.7245

SHEET
3/3

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554.064-RP.dwg

FILE #13-013 CONTRACT # 554.064 DRAWN BY: AJT

Posted at 11:00 PM on June 26, 2015

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

Kinhega Roundabout Project for Beech Ridge Trail Extension
Parcel ID: 14-22-20-018-0000

PERPETUAL SLOPE EASEMENT

THIS PERPETUAL SLOPE EASEMENT, made and executed this 17 day of June, 2015, by **SUMMIT HOLDINGS VIII, LLC**, a Florida limited liability company, whose post office address is 2073 Summit Lake Drive, Suite 155, Tallahassee, Florida 32317, as Grantor, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of 301 South Monroe Street, Tallahassee, Florida 32301, as Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive perpetual slope easement in, over, under, on, and through the following described land for the purpose of clearing, excavating, constructing, and maintaining in perpetuity a slope for permanent support of the improvements to be constructed adjacent to said lands in connection with the Kinhega Roundabout Project for Beech Ridge Trail Extension from Kinhega Drive to Bannerman Road, to-wit:

See EXHIBIT "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, and Grantor will defend the title to said lands against all persons claiming by, through, or under Grantor, and Grantor will further defend Grantee against any and all claims for damage arising from any construction, maintenance, or use by or on behalf of Grantor which interferes with the rights granted to Grantee pursuant to this instrument.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the date first above written.

Signed, sealed and delivered
in the presence of:

Julia M Schu (signature)
Julia M Schu (typed or printed name)

Kelli Gilbreath (signature)
Kelli Gilbreath (typed or printed name)

Summit Holdings VIII, LLC
By: Tierra Vista Group, LLC
its Manager

CLAUDE R. WALKER, Manager
Of Tierra Vista Group, LLC,

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me on this 17 day of June, 2015 by CLAUDE R. WALKER as manager for Tierra Vista Group, LLC, Manager of Summit Holding VIII, LLC, who is personally known to me or has produced _____ as identification.

JULIA M. SCHULZ
Commission # EE 177626
Expires May 17, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC
Signature of Notary
Print, Type or Stamp Name of Notary
Commission No. EE177626
My Commission Expires: 5/17/16

F09-00052

GRAPHIC SCALE

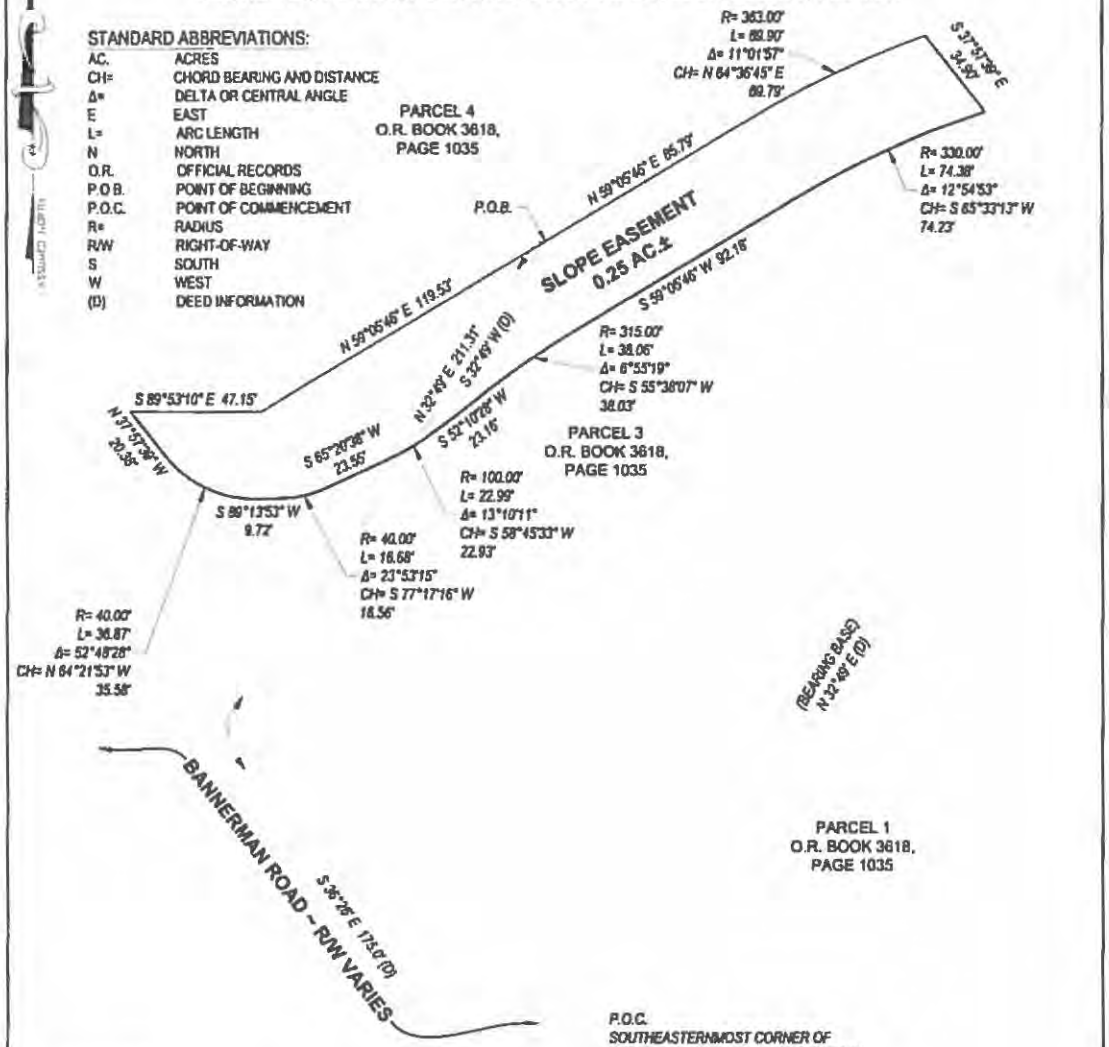
0 25 50 100

1 inch = 50 ft.

Moore Bass CONSULTING

SKETCH OF DESCRIPTION

SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST
(D)	DEED INFORMATION

P.O.C.
SOUTHEASTERNMOST CORNER OF PARCEL 3 OF THE LANDS DESCRIBED IN O.R. BOOK 3618, PAGE 1035, LEON COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of the Parcel 3 and Parcel 4 of the lands described in O.R. Book 3618, page 1035 of the public records of Leon County, Florida, lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Southeasternmost corner of said Parcel 3; thence N 36° 26' W along the Southwesterly boundary of said Parcel 3, 175.0 to the Southwest corner of said Parcel 3; thence N 32° 49' E along the Northwesterly boundary of said Parcel 3, 211.31 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence N 59° 05' 46" E, 85.79 feet to a curve to the right, having a radius of 363.00 feet, thence Northeasterly along said curve through a central angle of 11° 01' 57" for an arc length of 69.90 feet (Chord: N 64° 36' 45" E, 69.79 feet); thence S 37° 57' 39" E, 34.90 feet to a curve concave Southeasterly, and having a radius of 330.00 feet, thence Southwesterly along said curve through a central angle of 12° 54' 53" for an arc length of 74.38 feet (Chord: S 65° 33' 13" W, 74.23 feet); thence S 59° 05' 46" W, 92.16 feet to a curve to the left, having a radius of 315.00 feet, thence Southwesterly along said curve through a central angle of 06° 55' 19" for an arc length of 38.06 feet (Chord: S 55° 38' 07" W, 38.03 feet); thence S 52° 10' 26" W, 23.16 feet to a curve to the right, having a radius of 100.00 feet, thence Southwesterly along said curve through a central angle of 13° 10' 11" for an arc length of 22.99 feet (Chord: S 58° 45' 33" W, 22.93 feet); thence S 65° 20' 38" W, 23.55 feet to a curve to the right, having a radius of 40.00 feet; thence Southwesterly along said curve through a central angle of 23° 53' 15" for an arc length of 16.68 feet (Chord: S 77° 17' 16" W, 16.56 feet); thence S 89° 13' 53" W, 9.72 feet to a curve to the right, having a radius of 40.00 feet; thence Northwesterly along said curve through a central angle of 52° 48' 28" for an arc length of 36.87 feet (Chord: N 64° 21' 53" W, 35.58 feet); thence N 37° 57' 39" W, 20.39 feet; thence S 89° 53' 10" E, 47.15 feet; thence N 59° 05' 46" E, 119.53 feet to the POINT OF BEGINNING.
Containing 0.25 acres, more or less.

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON THE DEED BEARING OF *NORTH 32°49' EAST* ALONG THE SOUTHEASTERLY BOUNDARY OF PARCEL 3 OF THE LANDS DESCRIBED IN O.R. BOOK 3618, PAGE 1035 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 5J-17).
The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

© Moore Bass Consulting
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	13-213	554-554-BK SLOPE.dwg	
CONTRACT #	554-554	ARCHIVE	
NOTEBOOK #		PAGE #	
DATE	2013.04.21	DRAWN BY	AJT

MOORE BASS CONSULTING, INC. 865 N. GADSDEN STREET TALLAHASSEE, FL 32303 (850) 222-5672 CERTIFICATE OF AUTHORIZATION No. 8000263	CLIENT NAME: BANNERMAN III	PROJECT NAME: BEECH RIDGE TRAIL	SHEET TITLE: SKETCH OF DESCRIPTION (SLOPE EASEMENT)	1/1

C:\Projects\554-04-PW\Wildwood\SURVEY\SKETCHES\North\Sec22\Bannerman\SLOPE\554-554-BK SLOPE.dwg, Legal Easement 1, ajtemplate, Apr 21, 2013 - 8:14:40pm

GRAPHIC SCALE

0 25 50 100

1 inch = 50 ft.

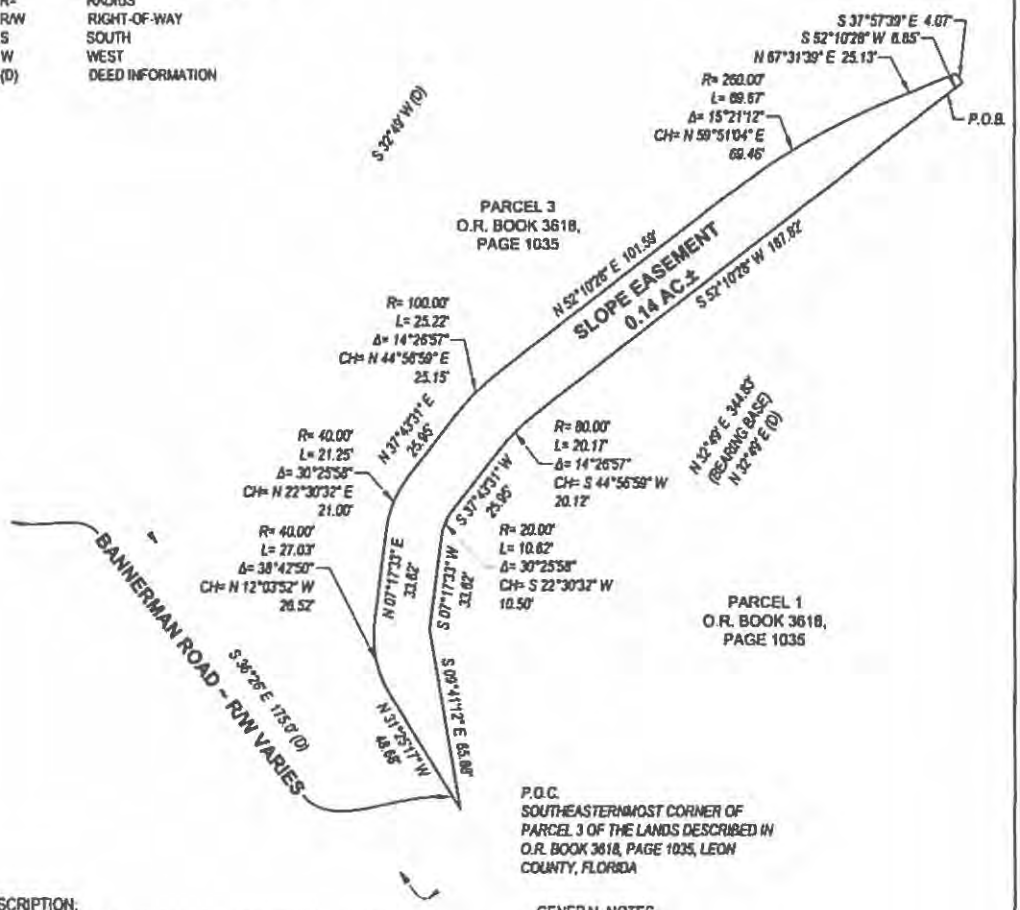
Moore Bass CONSULTING

SKETCH OF DESCRIPTION

SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST
(D)	DEED INFORMATION



LEGAL DESCRIPTION:

A portion of the Parcel 1 and Parcel 3 of the lands described in O.R. Book 3618, page 1035 of the public records of Leon County, Florida, lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Southeasternmost corner of said Parcel 3; thence N 32° 49' E along the Southeasterly boundary of said Parcel 3, 344.83 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence S 52° 10' 28" W, 167.82 feet to a curve to the left, having a radius of 80.00 feet; thence Southwesterly along said curve through a central angle of 14° 26' 57" for an arc length of 20.17 feet (Chord: S 44° 58' 59" W, 20.12 feet); thence S 37° 43' 31" W, 25.95 feet to a curve to the left, having a radius of 20.00 feet; thence Southwesterly along said curve through a central angle of 30° 25' 58" for an arc length of 10.62 feet (Chord: S 22° 30' 32" W, 10.50 feet); thence S 07° 17' 33" W, 33.62 feet; thence S 00° 41' 12" E, 65.88 feet to the Northeasterly Right-of-Way boundary of Bannerman Road (Variable Width Right-of-Way); thence leaving said Northeasterly Right-of-Way boundary, N 31° 25' 17" W, 48.68 feet to a curve to the right, having a radius of 40.00 feet; thence Northwesterly along said curve through a central angle of 38° 42' 50" for an arc length of 27.03 feet (Chord: N 12° 03' 52" W, 26.52 feet); thence N 07° 17' 33" E, 33.62 feet to a curve to the right, having a radius of 40.00 feet; thence Northeasterly along said curve through a central angle of 30° 25' 58" for an arc length of 21.25 feet (Chord: N 22° 30' 32" E, 21.00 feet); thence N 37° 43' 31" E, 25.95 feet to a curve to the right, having a radius of 100.00 feet; thence Northeasterly along said curve through a central angle of 14° 26' 57" for an arc length of 25.22 feet (Chord: N 44° 58' 59" E, 25.15 feet); thence N 52° 10' 28" E, 101.59 feet to a curve to the right, having a radius of 260.00 feet; thence Northeasterly along said curve through a central angle of 15° 21' 12" for an arc length of 69.67 feet (Chord: N 59° 51' 04" E, 69.46 feet); thence N 67° 31' 39" E, 25.13 feet; thence S 37° 57' 39" E, 4.07 feet; thence S 52° 10' 28" W, 6.85 feet to the POINT OF BEGINNING.
Containing 0.14 acres, more or less.

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON THE DEED BEARING OF *NORTH 32°49' EAST* ALONG THE SOUTHEASTERLY BOUNDARY OF PARCEL 3 OF THE LANDS DESCRIBED IN O.R. BOOK 3618, PAGE 1035 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

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The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

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FILE #	13-012	554 884 66-SLOPE.dwg	
CONTRACT #	554 884	ARCHIVE	
NOTEBOOK #		PAGE #	
DATE	2015.04.21	DRAWN BY	KJT

MOORE BASS CONSULTING INC.
885 N. GADSDEN STREET
TALLAHASSEE, FL. 32303 (850) 222-8070
CERTIFICATE OF AUTHORIZATION No. 0000 2215

CLIENT NAME: BANNERMAN III

PROJECT NAME: BEECH RIDGE TRAIL

SHEET TITLE: SKETCH OF DESCRIPTION (SLOPE EASEMENT)

1/1

GRAPHIC SCALE

0 25 50 100

1 inch = 50 ft.

Moore Bass CONSULTING

SKETCH OF DESCRIPTION

SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

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CH=	CHORD BEARING AND DISTANCE
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E	EAST
L=	ARC LENGTH
N	NORTH
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
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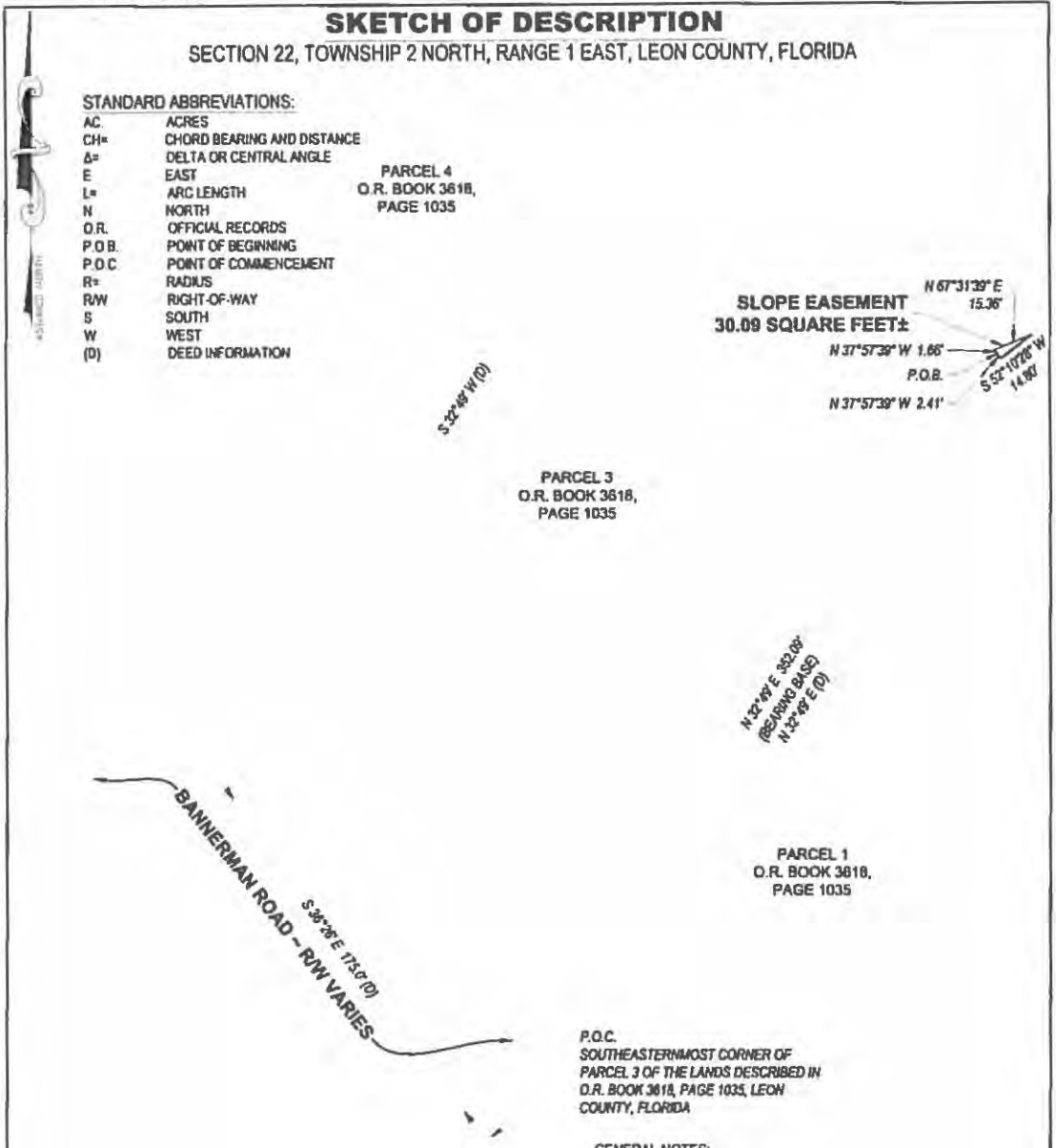
W	WEST
(D)	DEED INFORMATION



GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON THE DEED BEARING OF *NORTH 32°49' EAST* ALONG THE SOUTHEASTERLY BOUNDARY OF PARCEL 3 OF THE LANDS DESCRIBED IN O.R. BOOK 3618, PAGE 1035 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGAL DESCRIPTION:

A portion of the Parcel 1 and Parcel 3 of the lands described in O.R. Book 3618, page 1035 of the public records of Leon County, Florida, lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Southeasternmost corner of said Parcel 3; thence N 32° 49' E along the Southeasterly boundary of said Parcel 3, 352.09 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence N 37° 57' 39" W, 1.66 feet; thence N 67° 31' 39" E, 15.36 feet; thence S 52° 10' 28" W, 14.80 feet; thence N 37° 57' 39" W 2.41 feet to the POINT OF BEGINNING.

Containing 30.09 square feet, more or less.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 5J-17).

The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

© Moore Bass Consulting
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	13-013	554 554-SK-SLOPE.dwg	
CONTRACT #	554 554	ARCHIVE	
NOTEBOOK #		PAGE #	
DATE	2015.04.21	DRAWN BY	AJS

MOORE BASS CONSULTING, INC.
945 N. GADSDEN STREET
TALLAHASSEE, FL 32303 (850) 222-1879
CERTIFICATE OF AUTHORIZATION No. 0000 7293

CLIENT NAME: BANNERMAN III

PROJECT NAME: BEECH RIDGE TRAIL

SHEET TITLE: SKETCH OF DESCRIPTION (SLOPE EASEMENT)

1/1

C:\Projects\554 Bannerman\SURVEYING\ETC\ES\Header\Bannerman-3-SLOPE-554 554 4x4-SLOPE.dwg, Layout: Bannerman-3, ajhampton, Apr 21, 2015 8:14:47pm

Leon County

Board of County Commissioners

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

Department of Development Support &
Environmental Management
Development Services Division
435 N. Macomb Street, 2nd Floor
Tallahassee, Florida 32301
Phone Number (850) 606-1300

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

May 4, 2015

Moore Bass Consulting, Inc.
Attn: Been Hood, PE
805 North Gadsden St.
Tallahassee, FL 32303

RE: Bannerman Crossing North (Final Design Plan Approval)
Type "A" Site and Development Plan Approval
Tax Parcel Identification Number(s): 14-15-20-601-000-0, 14-15-20-628-000-0, 14-22-20-005-000-0, 14-22-20-018-000-0
Project ID: **LSP150004**

Dear Mr. Hood:

We have completed the review process for your application in accordance with the Department of Development Support and Environmental Management procedures for Type "A" Site and Development Plans and Section 10-7.403 of the Leon County Land Development Code. Your application has now been determined as complete and is approved based upon the following findings of fact:

1. The subject property is zoned Bradfordville Commercial Auto-Oriented (BC-1) and is located in the Bradfordville Mixed Use Future Land Use Category and is within the Urban Services Area. Retail, restaurant, and office are permissible land uses within the BC-1 District.

2. The proposed Type "A" Site and Development Plan complies with the applicable requirements established in Article VII, Division 5 (Substantive Standards and Criteria) of the Leon County Land Development Code, and the written comments received at the Application Review Meeting. The applicant is proposing a 10-lot commercial subdivision. The proposed subdivision will consist of 7 commercial lots, 1 lot for the relocated Bradfordville School House, and 2 lots for the stormwater management facilities currently under construction. A passive park will be included within lots containing the proposed stormwater management facilities. The proposed improvements will also create the right-of-way for the Beech Ridge Trail Extension. Subdivision of the above referenced parcels shall be in accordance with the approved Chapter 163 Development Agreement between Leon County and the owner of the property. Future development of the commercial lots will require subsequent site and development plan review at the levels established in Table 10-7.1 (Section 10-7.402 of the LDC).

3. The development is subject to the City/County Water and Sewer Agreement as it is inside the Urban Services Area. Central sanitary sewer has been

"People Focused. Performance Driven."

determined to be "available" by the utility service provider. The project will utilize Talquin Electric Cooperatives, Inc., central sanitary sewer and shall be installed in accordance with the requirements, policies, and specifications of the county and the service provider.

4. The Type "A" Site and Development Plan has been determined by the Department of PLACE to be consistent with the Tallahassee-Leon County Comprehensive Plan.

5. The site and development plan has an approved Natural Features Inventory LEA 08-0025 for the proposed Beech Ridge Trail Extension. The Environmental Management Permit (LEM14-00028) has been approved by the Environmental Services Division. Future development commercial of the lots will require, at minimum, site plan and environmental approval by Leon County.

6. Concurrency management determined that the proposed commercial subdivision and construction of the Beech Ridge Trail Extension does not require concurrency review. Any proposed development generating trips in the pm peak hour will require concurrency review. Development of the commercial lots are subject to the entitlements found within the Chapter 163 Development Agreement. Mitigation may be required if the proposed development is in excess of that allowed by the Chapter 163 Development Agreement.

7. Public notice was provided in accordance with the requirements for Type "A" Site and Development Plan applications, as set forth in Section 10-7.403(e) of the Leon County Land Development Code. The application and Application Review Meeting (public meeting) were advertised in the Tallahassee Democrat and mail notice was provided to all owners of property, which are listed upon the most current tax rolls, within 800 feet of the property and to registered neighborhood associations and business associations.

This site and development plan approval shall remain in effect until full development build-out (and until transfer of ownership of all created lots, if applicable). **However, this approval shall expire if: substantial and observable development has not begun within three years of the date of approval; or, substantial and observable development ceases for a period of three years before the project is complete and certificates of occupancy have been issued. Extensions may be considered prior to expiration of the development order, provided they are filed in accordance with Section 10-7.410 of the Leon County Land Development Code. Requests for extension will be considered upon demonstration of good faith effort by the applicant and hardship that is not self-created.**

Please contact Weldon Richardson at (850) 606-1300 or send e-mail to "*richardsonwe*@leoncountyfl.gov" if you have any questions regarding this approval.

Sincerely,

Weldon Richardson
Development Services, Senior Planner

cc: Ryan Culpepper, Director, Development Services
Scott Brockmeier, Development Services Administrator
Kimberly Wood, P.E, Chief of Engineering Coordination
Russell Snyder, Land Use Planning Division Manager, PLACE
Nawfal Ezzagaghi, P.E., Environmental Services Supervisor
Ed Jarriel, Building Official (letter only)
Anna Padilla, P.E., Senior Environmental Engineer
RaSarah Browder, Talquin Electric Cooperative, Inc.
Gary Donaldson, Fire Department
Mike Waters, Property Appraisal Services
Lisa Scott, Addressing Program Coordinator
Thomas Harp, Planner I (letter only)
Bannerman Crossing III, LLC, 2073 Summit Lake Drive, Suite 155, Tallahassee, FL 32317

Bank: FARMERS AND MERCHANTS BANK

Date: JUNE 9, 2015

TO: Board of County Commissioners
Leon County
Leon County Courthouse
Tallahassee, Florida 32301

IRREVOCABLE LETTER OF CREDIT NO. 492

RE: Performance Agreement Dated January 30, 2014
BANNERMAN III
RICHARD S. KEARNEY

Dear Sirs:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of **Summit Holdings VIII, LLC** and authorize you to draw on us up to an aggregate amount of **$48,655.41** available by your draft at sight accompanied by your written certification of statement of non-performance of the Performance Agreement between **Summit Holdings VIII, LLC** and Leon County regarding the grading, paving and drainage facilities for **Bannerman III.**

Farmers and Merchants Bank , and any negotiating bank or bankers are authorized to accept any documents presented in conjunction with this Letter of Credit as binding and correct without investigation or responsibility for the accuracy, veracity, conclusory correctness or validity for the same or any part thereof.

This Letter of Credit shall remain in force and effect until **June 9th, 2016.**

Your draft must be drawn on a 30-day and negotiated on or before the above state expiration date and must state on its face "drawn under **Letter of Credit No. 492** dated **June 9th, of 2015.**

We hereby agree that any draft drawn under and in compliance with the terms of this credit will be duly honored by us as specified upon presentation at the office of Farmers and Merchants Bank in Tallahassee, Florida.

Except so for as otherwise expressly stated, this credit is subject to the Uniform Commercial Code in force in Florida on the date of this Letter of Credit.

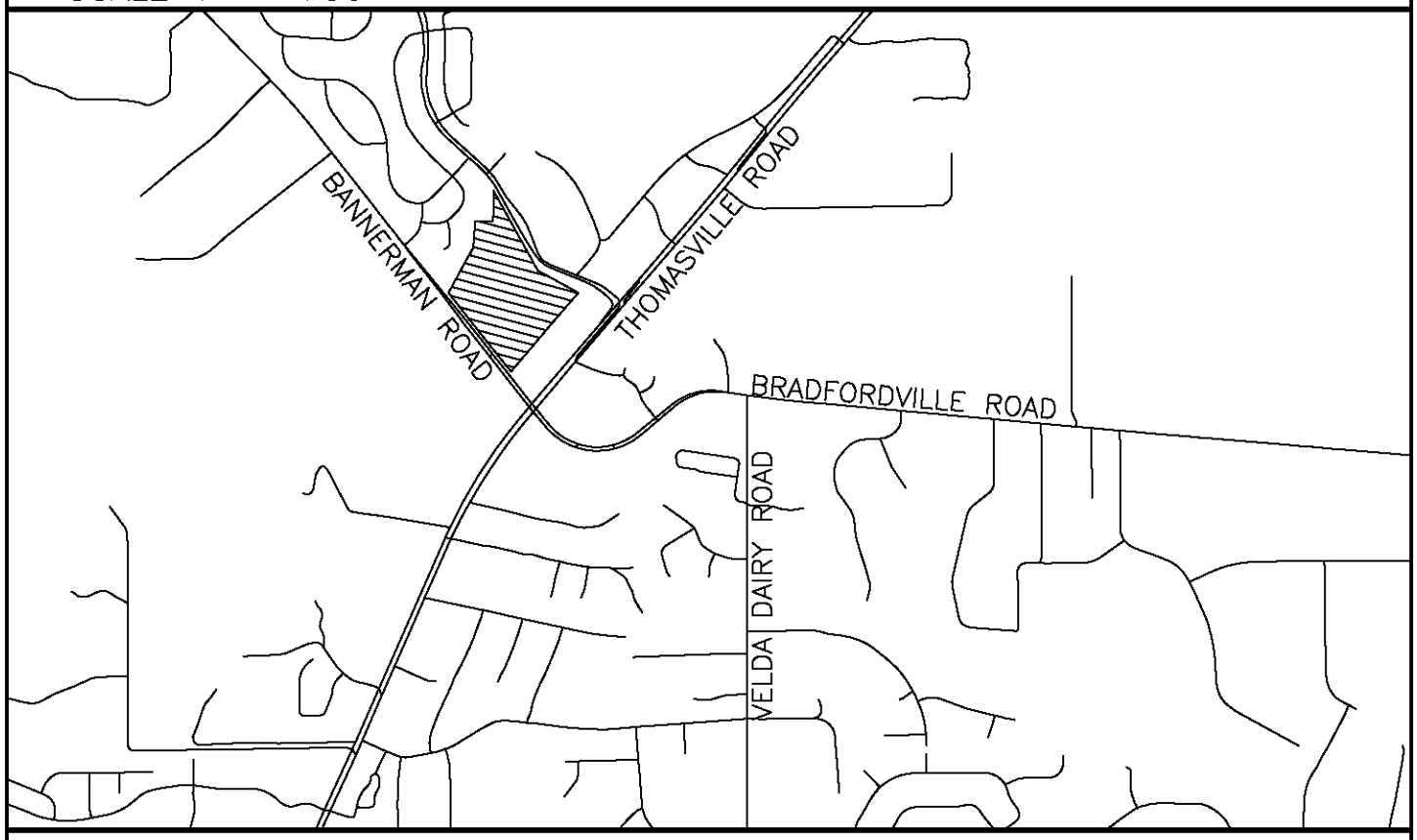
Very truly yours,

Ian C. Donkin
President /CEO

Farmers & Merchants Bank
P.O. BOX 340 / MONTICELLO, FLORIDA 32345-0340 / TELEPHONE (850) 997-2591
www.fmbbank.com
MEMBER F.D.I.C.

SITE MAP
SCALE 1" = 750'

BANNERMAN CROSSING NORTH



LOCATION MAP
SCALE 1" = 2000'

Leon County
Board of County Commissioners

Notes for Agenda Item #15

Leon County
Board of County Commissioners

Cover Sheet for Agenda #15

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a Fourth Amendment to the Joint Use Agreement with Leon County Schools Extending the Term of the Agreement for Two Years

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E., Acting Director of Public Works
Lead Staff/ Project Team:	Leigh Davis, Director of Parks and Recreation

Fiscal Impact:

This item has a fiscal impact. The maintenance of these parks and school sites is budgeted in FY 15 and is currently contemplated in the FY 16 preliminary operating budget for the Division of Parks & Recreation.

Staff Recommendation:

Option #1: Approve the Fourth Amendment to the Joint Use Agreement with Leon County Schools extending the term of the Agreement for two years (Attachment #1), and authorize the Chairman to execute.

Report and Discussion

Background:

Since 2009, Leon County and the School Board have had a formal agreement for the utilization of school grounds and facilities (Attachment #2). The most recent amendment to the Agreement expires on July 31, 2015.

Analysis:

The Agreement allows the County to use the grounds and facilities owned by the School Board in the unincorporated area of the County, except for Deer Lake Middle School. With regard to Deer Lake Middle School, City programs currently use those facilities due to a long-standing arrangement prior to the County's creation of a youth sports program.

The County is given first priority, after School Board programs or activities, in the use of the school premises, provided that such use does not interfere or conflict with activities of the school or construction, repair, or maintenance of the school premises.

The County currently uses facilities at Chaires Elementary School, Canopy Oaks Elementary School, Ft. Braden Elementary and Middle School, Roberts Elementary, and Montford Middle School. Field utilization at Roberts Elementary and Montford Middle Schools, however, requires a usage fee of $50 per day. Those costs are currently being incurred by the Bradfordville Bucs, Pop Warner football team.

The Fourth Amendment to the Joint Use Agreement extends the current terms and conditions for two years.

Options:

1. Approve the Fourth Amendment to the Joint Use Agreement with Leon County Schools extending the term of the Agreement for two years (Attachment #1), and authorize the Chairman to execute.
2. Do not approve the Fourth Amendment to the Joint Use Agreement with Leon County Schools extending the term of the Agreement for two years.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Fourth Amendment to Joint Use Agreement
2. Original Joint Use Agreement

FOURTH AMENDMENT TO JOINT USE AGREEMENT

This Fourth Amendment to Joint Use Agreement is entered into this _____ day of _____, 2015, by and between SCHOOL BOARD OF LEON COUNTY, FLORIDA, a public body corporate under the laws of the State of Florida, hereinafter called "School Board," and Leon County, Florida, a political subdivision in and of the State of Florida, hereinafter called "County."

WHEREAS, the School Board and the County entered into a certain Joint Use Agreement dated June 23, 2009 ("Agreement"); and,

WHEREAS, the School Board and the County entered into a Third Amendment dated August 1, 2014 to extend the term of the Agreement by one year to terminate on July 31, 2015; and,

WHEREAS, the School Board and the County desire to amend the Agreement by extending its term for an additional two years;

NOW, THEREFORE, for and in consideration of the following mutual covenants, restrictions, and representations herein, the sufficiency of which is hereby acknowledged, the School Board and the County hereby agree to amend the Agreement as follows:

1. The term of the Agreement is hereby extended until July 31, 2017.

2. The terms and conditions of the Agreement shall continue in full force and effect except as specifically amended by this Fourth Amendment to Joint Use Agreement.

IN WITNESS WHEREOF, the School Board and the County evidence their agreement through the execution of this Fourth Amendment to Joint Use Agreement by their duly authorized signatories.

LEON COUNTY, FLORIDA

By:_____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By:_____

Approved as to Form:
Leon County Attorney's Office

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

ATTEST:

By:_____
Jackie Pons
Superintendent of Schools

SCHOOL BOARD OF LEON COUNTY, FLORIDA

By:_____
Maggie Lewis-Butler
Chair

APPROVED AS TO FORM:

By:_____
J. Jeffry Wahlen
Attorney for School Board

2009-2012 JOINT USE AGREEMENT
SCHOOL BOARD OF LEON COUNTY AND LEON COUNTY, FLORIDA

THIS AGREEMENT, made the 23rd day of June, 2009, by and between the SCHOOL BOARD OF LEON COUNTY, FLORIDA, a public body corporate under the laws of the State of Florida, hereinafter called "School Board," and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County."

WHEREAS, the County desires to construct, maintain and operate recreation facilities with appropriate equipment and fencing located on the grounds of various schools throughout Leon County and to use such facilities and grounds in conjunction with County recreation programs and activities for the benefit of citizens of the County; and

WHEREAS, the School Board desires not only to permit such activities by the County but also to operate curricular/co-curricular/extra-curricular programs and to cooperate with the County in its effort to provide recreation for the citizens of Leon County;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto, the parties agree as follows:

SCHOOL BOARD AGREES AS FOLLOWS:

1. To permit the County to use the grounds and facilities owned by the School Board in the unincorporated area of the County, except for Deer Lake Middle School, (hereinafter School Premises) which are determined by each building Principal and the Superintendent of Leon County Schools (hereinafter "Superintendent") or his designee to be suitable and available for use in conjunction with recreation programs and activities operated or conducted by the County;

2. With the prior written approval of Superintendent or his designee, to permit with construction, maintenance and operation of facilities by the County which do not jeopardize future school development or programming, subject to School Board rules and regulations and State Board of Education requirements;

3. To permit County employees to enter into and upon the School Premises at all reasonable times for the purpose of inspecting the conditions of the same and/or the purpose of School Board-approved construction, operation, repair and maintenance of recreation facilities and the operation of recreation programs and activities;

4. To give the County first priority, after School Board programs or activities, in the use of the School Premises located in the unincorporated area of the county, provided that such use does not interfere or conflict with (a) activities or programs conducted by the School Board (as determined by building Principal); or (b) construction, repair or maintenance of School Premises. Additionally, the School Board agrees to notify the County of any School Board use for school programs that creates a conflict with existing uses at a particular school;

5. To obtain prior written County approval regarding the planning, operation and maintenance of County facilities used for School Board activities and functions (hereinafter County Premises) and to develop, operate and maintain such facilities, during times of such use, to the extent requested by the County and agreed to by the School Board;

6. The School Board is responsible for payment of all utility costs resulting from its use of County facilities during such time as such facilities are being utilized for

School Board activities and functions. There shall be a $50 turn on fee and a $50 per hour charge for outdoor light usage.

7. To provide the necessary resources (including trash pickup, parking in the designated areas only and adult supervision) on the County Premises during times that such facilities are being utilized by the School Board such that those facilities:

a. Will appear attractive and inviting to the public for approved uses;

b. Will be reasonably safe for use; and

c. Will be the joint responsibility of the School Board, concerning the routine and annual maintenance needs of green space being utilized by the School Board.

B. **COUNTY AGREES AS FOLLOWS**:

1. To obtain prior written approval of School Board regarding the planning, construction, operation and maintenance of School Premises used for County activities and programs and to develop, operate and maintain such facilities, during times of such use, to the extent requested by the School Board and agreed to by the County;

2. The County shall be responsible for payment of all utility costs resulting from its use of School Board facilities during such time as such facilities are being used for County activities and functions. The following provisions shall apply:

a. A representative of the School Board and County shall meet in April and November of each year to evaluate and agree on the extent to which the County plans to use School Board facilities from June 1 to December 31 and January 1 to June 30, respectively. Such representatives shall work on good faith to ascertain the

extent of use by the County and shall have the authority to bind their respective principal regarding the extent of use for the six -month periods under evaluation.

b. The County shall pay for the utilities associated with its use of School Board facilities based on the extent of use agreed to in a, above, in accordance with the following rates for usage:

Gymnasiums	$0.035 per square foot per facility per use
Classrooms	$100 per classroom per use
Outdoor Fields	$50.00 switch on fee and $50.00 per hour usage per facility per use

c. The total amount due for utilities associated with County use of School Board facilities shall be calculated using the extent of use developed in a, above, and the rates specified in b, above, the total amount for a six-month period shall be divided by six and paid monthly based on an invoice submitted by the School Board to the County.

d. The parties may adjust the amount payable by the County to the School Board during a six month period if the County's actual use varies substantially from the amount agreed to under a, above.

3. To provide necessary resources (including trash pickup, parking in designated areas only and adult supervision) on the School Premises during times that such facilities are being utilized by the County such that those facilities:

a. Will appear attractive and inviting to the public for approved uses;

b. Will be reasonably safe for use;

c. Will continue to remain in a reasonable state of repair throughout such times; and

d. Will be the joint responsibility of the County, concerning the routine and annual maintenance needs of green space being utilized by the County.

4. To obtain prior written approval of the School Board (including building Principal) before constructing, building or developing any new facilities on School Premises. Such requests shall be directed to the persons identified in Paragraph C below; and

5. To allow the use of County recreational facilities by the School Board for curricular/co-curricular/extra-curricular activities at all reasonable hours and times consistent with the type of facilities, provide that such activities do not interfere with the maintenance of the facilities or other recreational activities operation, sponsored or approved by the County. The County shall give such School Board programs first priority use after County programs and other prior committed County uses.

6. All Leon County employees or contractors who, pursuant to this Agreement, are permitted access on school grounds when students are present or who may have direct contact with students shall comply with the School Board's policies and meet level two (2) screening requirements as described in the Florida Statutes.

C. **SCHOOL BOARD AND COUNTY MUTUALLY AGREE AS FOLLOWS:**

1. In order to provide properly for the planning, development, maintenance and use of recreational facilities by each of the parties, representatives of the School

Board and County shall prepare an annual, joint schedule reflecting their planned use and maintenance operations. Such schedule shall be prepared, and approved by the parties no later than August 1 of each year. During this scheduling process, each party shall identify all activities and circumstances which may limit, restrict or preclude the other party's use of its facilities during the coming year (October 1 to September 30) and both parties shall cooperate in efforts to minimize the impact of such circumstances which, from time to time, may impact that party's opportunity or ability to use facilities of the party giving such notice;

2. To the extent permitted by Florida law, each of the parties shall indemnify and save harmless the other from any and all claims, demands, suits, actions, expenses, and costs, judgments and recovery for or on account of damage occurring to a participant or guests of a participant in a party's activities during that party's exclusive or non-exclusive use of property or facilities belonging to or located on property of the other party. This obligation shall be limited to actions or omissions of the indemnifying party and to those of its agents, employees or personnel acting within the scope of such agency or employment;

3. That this agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns. Nothing in this agreement, expressed or implied, is intended to confer upon or against any other person, corporation and government unit, any rights or remedies under or by reason of this agreement;

4. Notices, requests and communications given pursuant to this agreement shall be sent by certified mail, return receipt requested, or by hand delivery to the following:

TO THE COUNTY:
Director of Parks and Recreation for Leon County
2280 Miccosukee Road
Tallahassee, FL 32304

TO THE SCHOOL BOARD:
School Board of Leon County
Director of Interdivisional Support Services
2757 West Pensacola Street
Tallahassee, FL 32304

5. The performance of County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

6. Nothing in this agreement shall supercede the lease agreements between the parties on the Ft. Braden and Canopy Oaks schools. If there is a conflict between this agreement and those lease agreements, the lease agreements shall control.

7. This agreement shall become effective upon execution by both parties and shall terminate on June 30, 2012.

WITNESSES:

Karen McCurley

Karen McCurley
Name Typed/Printed

janiko watkins
Name Typed/Printed

SCHOOL BOARD OF LEON COUNTY, FLORIDA

By: Georgia M. Bowen, Chairman

Dated: 6/23/09

REVIEWED AND APPROVED:

6.23.09
J. Jeffry Wahlen
Attorney for School Board

LEON COUNTY, FLORIDA

By:
Bryan Desloge, Chairperson
Board of County Commissioners

Date: 7/21/09

ATTESTED BY:
Bob Inzer, Clerk of the Court

By:
Bob Inzer, Clerk

APPROVED AS TO FORM:
County Attorney's Office

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

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8

Leon County
Board of County Commissioners

Notes for Agenda Item #16

Leon County
Board of County Commissioners

Cover Sheet for Agenda #16

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a Perpetual Water and Sewer Easement Across County-owned Property to the City of Tallahassee for the Purpose of Supplying Potable Water

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E, Acting Director, Public Works
Lead Staff/ Project Team:	Leigh Davis, Director of Parks and Recreation Tom Brantley, P.E., Director, Facilities Management Graham Stewart, Real Estate Manager

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the conveyance of a Perpetual Water and Sewer Easement across County-owned property at J. Lewis Hall Sr. Woodville Park and Recreation Complex to the City of Tallahassee Water Utility for the purpose of supplying potable water (Attachment #1), and authorize the Chairman to execute, in a form approved by the County Attorney.

Report and Discussion

Background:
The FY 2014–2015 budget includes funding to provide improved water service supplying potable water to the J. Lewis Hall Sr. Woodville Park and Recreation Complex.

Analysis:
The proposed easement is located in Section 5, Township 2 South, Range 1 East on a portion of the J. Lewis Hall, Sr. Woodville Park. The City of Tallahassee will install and maintain a water service line and water meter located on County property (Attachment #2).

In order to have adequate drinking water for the existing, as well as the proposed new concession facility, the City of Tallahassee Water Utility needs to install a new water meter that will increase the capacity of the potable water system. The proposed Perpetual Utility Easement will grant access to the City of Tallahassee Water Utility to perform the work and install the necessary equipment for the system.

The installation and maintenance of a water meter requires a Water and Sewer Easement be conveyed by Leon County in favor of the City of Tallahassee. Because the Water and Sewer Easement is being conveyed by the County as a customer of the City of Tallahassee for providing utility service only to the County, as its customer, this conveyance is not subject to the County's Real Estate Policy No. 03-01. The County Attorney's Office has reviewed the document presented for form and legal sufficiency.

Options:

1. Approve the conveyance of a Perpetual Water and Sewer Easement across County-owned property at J. Lewis Hall Sr. Woodville Park and Recreation Complex to the City of Tallahassee Water Utility for the purpose of supplying potable water (Attachment #1), and authorize the Chairman to execute, in a form approved by the County Attorney.
2. Do not approve the conveyance of a Perpetual Water and Sewer Easement across County-owned property to the City of Tallahassee for the purpose of supplying potable water.
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. City of Tallahassee Utility Easement template with Exhibit A
2. Location Map

THIS INSTRUMENT PREPARED BY:
Agent's Name and Title
City of Tallahassee/City Hall
Property Management Division, Box A-15
300 S. Adams Street, 4th Floor
Tallahassee, Florida 32301
Parcel ID:

Leave blank for official recording.

WATER AND SEWER EASEMENT

THIS EASEMENT, made this _____day of _____ 2013, by and between _____**,** whose mailing address is _____, hereinafter called **"GRANTOR(S)"**, and the **CITY OF TALLAHASSEE**, a Florida municipal corporation, whose mailing address is 300 South Adams Street, Tallahassee, Florida 32301-1731, hereinafter called **"GRANTEE"**.

W I T N E S S E T H

That the **GRANTOR(S)**, for and in consideration of the sum of ten dollars ($10.00), and other good and valuable consideration paid by the **GRANTEE**, the receipt and sufficiency of which is hereby acknowledged, by these presents does/do grant, bargain, sell and convey to the **GRANTEE**, its successors and assigns, in perpetuity, an easement for water and sewer utility purposes, in, over, across, under and through the following described parcel, piece, or strip of land, situate, lying, and being in the County of Leon, State of Florida, hereinafter "Easement Property" to wit:

SEE COMPOSITE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

including the right to carry in said easement the water and sewer utility lines, of any type, either above ground or underground, including, but not limited to, equipment and appurtenances of any other person, or water and sewer utility company as authorized by the **GRANTEE**.

It is understood and agreed by and between the **GRANTOR(S)** and the **GRANTEE** that the water and sewer utility lines and equipment of the **GRANTEE**, installed or located, or to be installed or located in, over, across, under and through the parcel or strip of land hereinabove described, shall at all times be and remain the absolute property of the **GRANTEE**, its successors and assigns, and subject to its complete dominion and control. The right is hereby granted to the **GRANTEE**, its agents and employees, to enter upon the Easement Property from and across any adjoining lands of the **GRANTOR(S)** for the purpose of excavating, inspecting, maintaining, installing, repairing and/or removing said water and sewer utility lines and equipment therefrom. The **GRANTEE**, its agents and employees, will restore the ground to its existing condition as reasonably practicable as of

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Leave blank for official recording.

the date prior to the work within the Easement Property. The **GRANTOR(S)** will not construct any permanent improvements on the said property without the written permission from the **GRANTEE**.

The terms, conditions, restrictions and purposes imposed by this easement shall be binding not only upon the **GRANTOR(S)**, but also on its/his/her/their agents, personal representatives, assigns and all other successors to its/his/her/their interest and shall continue as a servitude running in perpetuity with the Easement Property.

The **GRANTOR(S)** does/do hereby fully warrant title to said land and will defend the same against the lawful claims of all persons claiming through or under the **GRANTOR(S)**.

IN WITNESS WHEREOF, the **GRANTOR(S)** hereunto set(s) its/his/her/their hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR(S)

BY:_____

_____
1st Witness Signature

_____
Print 1st Name

_____
2nd Witness Signature

_____
Print 2nd Name

STATE OF _____
COUNTY OF _____

THE FOREGOING instrument was acknowledged before me this _____ day of _____ 2013 by _____ who is personally known to me or who has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC State of Florida at Large

_____
Print Notary Name
My Commission Expires:

Rev/04-26-2013

DRAFT

Exhibit "A"

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

June 9, 2015

Legal Description of a 0.06 Acre Tract
Certified To: CITY OF TALLAHASSEE

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 5J-17, Florida Administrative Code).

Commence at a concrete monument marking the Southwest corner of Section 5, Township 2 South, Range 1 East, Leon County, Florida (as per record deed), and run North 89 degrees 46 minutes 11 seconds East 2189.07 feet to a concrete monument (as per record deed) lying on the Westerly right-of-way boundary of Tallahassee St Marks Historical Railroad State Trail, thence run North 10 degrees 37 minutes 13 seconds West along said right-of-way boundary 38.91 feet to a concrete monument (as per record deed) marking the Southeast corner of that property as described in Official Records Book 1582, Page 1430, thence continue North 10 degrees 37 minutes 13 seconds West along said right-of-way boundary 1291.09 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 10 degrees 37 minutes 13 seconds West along said right-of-way boundary 20.00 feet, thence leaving said right-of-way boundary run South 79 degrees 26 minutes 15 seconds West 74.11 feet, thence run South 77 degrees 46 minutes 53 seconds West 62.11 feet, thence run South 12 degrees 13 minutes 12 seconds East 20.00 feet, thence run North 77 degrees 46 minutes 55 seconds East 61.82 feet, thence run North 79 degrees 26 minutes 15 seconds East 73.85 feet to the POINT OF BEGINNING containing 0.06 acres, (2719 square feet), more or less.

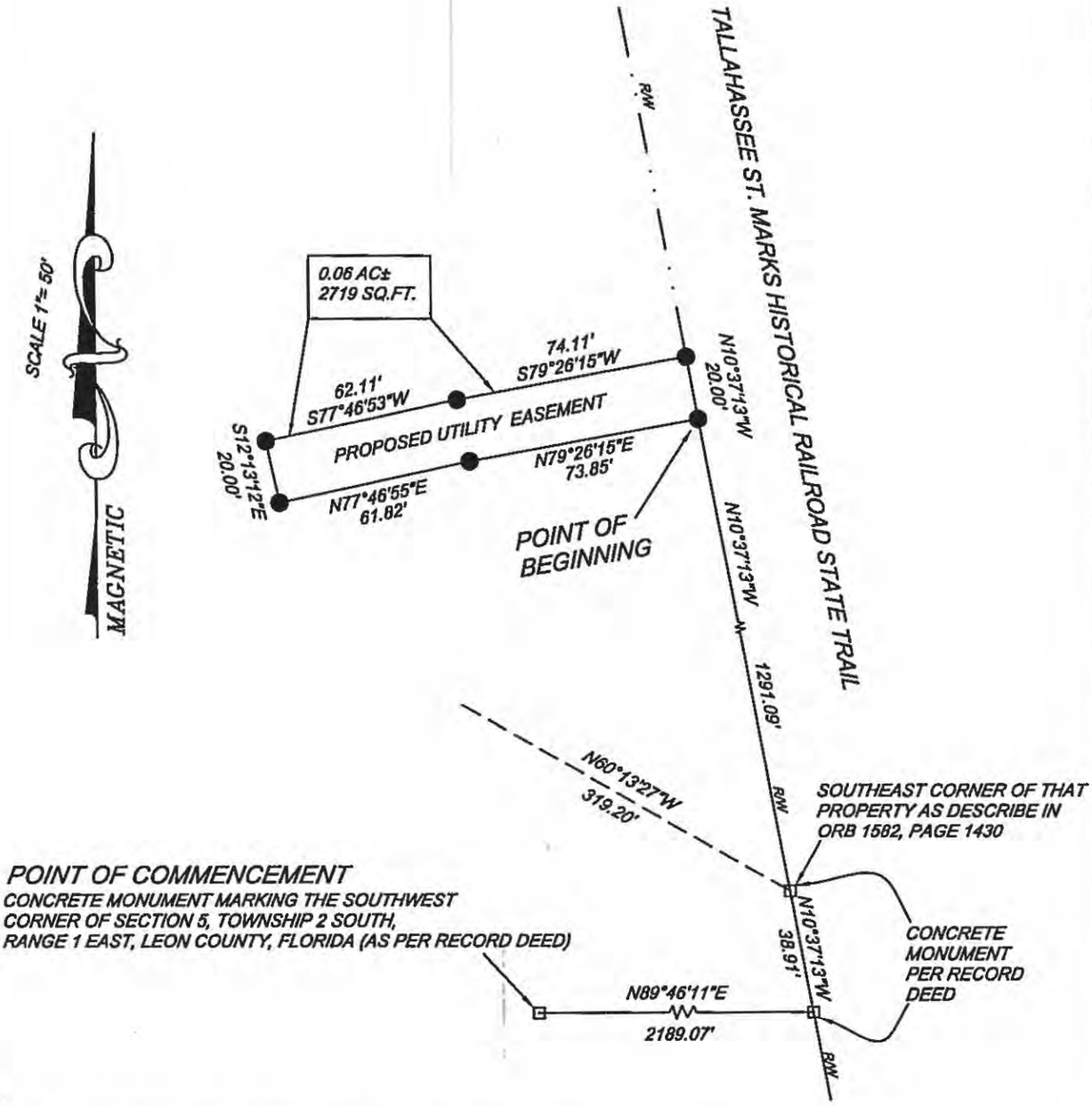
No field work was performed to verify the accuracy of the property described hereon.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

James T. Roddenberry
Surveyor and Mapper
Florida Certificate No: 4261

98-240

SKETCH OF UTILITY EASEMENT FOR CITY OF TALLAHASSEE



NOTES:

1. SURVEY SOURCE: Record deed and special instruction as per client.
2. BEARING REFERENCE: The Westerly right-of-way of Tallahasse St. Marks Historical Railroad State Trail being N10°37'13"W as per Record Deed.
3. THIS IS NOT A BOUNDARY SURVEY.
4. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LEGEND

FND	FOUND
CM	CONCRETE MONUMENT
R/W	RIGHT-OF-WAY
(M)	MEASURED
(D)	DEED
(RP)	RECORD PLAT
(FT)	FLAT TOP
SIRC	SET 5/8" IRON ROD AND CAP #7170
ORB	OFFICAL RECORDS BOOK
	REPRESENTS NOT TO SCALE
COV	COVERED
POR	PORCH
IRC	IRON ROD AND CAP

I hereby certify that this is a true and correct representation of the sketch shown hereon and that this sketch meets the minimum technical standards for land surveying (Chapter 5J-17, Florida Administrative Code).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No: 4261

T R & A
THURMAN RODDENBERRY & ASSOCIATES, INC
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358
PHONE NUMBER: 850-962-2538 FAX NUMBER: 850-962-1103
LB # 7160

DATE: 06/09/15	DRAWN BY: TR@SG	N.B. Pg	COUNTY: LEON
FILE: 98240.DWG	DATE OF LAST FIELD WORK:	JOB NUMBER: 98-240	

0 87.5 175 350 Feet

Map Scale = 1:3,000

N

Project Parcel

Easement

WOODVILLE PARK

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any reasonable consequences.

Author: Jason Cox - GIS Specialist I Contact- 850-606-5594 Date: 6/10/2015

Document Path: U:\Requests\cox\Customer Requests\LC Real Estate\WoodvilleParkEasement.mxd

Posted at 11:00 p.m. on June 29, 2015

Leon County
Board of County Commissioners

Notes for Agenda Item #17

Leon County
Board of County Commissioners

Cover Sheet for Agenda #17

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Northwest Florida Water Management District Grant in the Amount of $500,000

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Katherine G. Burke, P.E., Acting Director, Public Works
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator

Fiscal Impact:

This item is associated with a grant. The grant from Northwest Florida Water Management District requires a 50% match. Funding for the match is available from the Blueprint 2000 Water Quality Funds.

Staff Recommendations:

Option #1: Accept the Northwest Florida Water Management District grant in the amount of $500,000, and authorize the Chairman to execute the Grant Agreement (Attachment #1), in a form approved by the County Attorney.

Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

Report and Discussion

Background:
In June 2014, the Board accepted a status report on a series of water quality projects the County had submitted for funding to the Northwest Florida Water Management District (NWFWMD) as part of the Florida Department of Environmental Protection (FDEP) Springs Restoration program is awarding. Subsequent to that time, County staff has continued to work closely with NWFWMD in developing the project scope and timelines for implementation.

Analysis:
NWFWMD has notified Leon County that $500,000 has been awarded for the Woodside Heights subdivision septic to sewer conversion project. The Woodside Heights subdivision is a compact neighborhood within the Primary Focus Area #1 in the draft Wakulla Springs Basin Management Action Plan, a key area for septic tank phase-out to assist in the Wakulla Springs recovery (Attachment #3). The $500,000 awarded by the NWFWMD including the County match will be used to fund the design and construction of the central sewer lines. In addition, the grant funds will pay for the costs of the home connections and septic tank removals for up to 50 structures in Units 1 and 2. The County match has been anticipated to come from the County's share of the existing Blueprint 2000 Water Quality funding allocated to Leon County.

The grant requires an interlocal agreement with the City of Tallahassee, which will be the first milestone following execution of this Grant Agreement. The interlocal agreement will acknowledge the City's acceptance of the flows and collection system when the construction is complete. Additionally, the Agreement will address costs related to the individual hook-ups for the homeowner, the cost of which will be covered by the grant.

The County continues to work closely with NWFWMD in identifying additional funding opportunities to address water quality. Preliminary discussions have indicated that additional funding may be available to support the complete installation of sewers for the entire neighborhood.

The legislative and NWFWMD "Septic to Sewer" Project applications requested funding to eliminate septic tanks in the Lake Munson Target Area by connecting to the City of Tallahassee's Advanced Wastewater Treatment (AWT) Facility. Converting septic tanks to central sewer will reduce nitrogen loads that contribute to the degradation of Wakulla Springs and the Upper Wakulla River. The County has an existing $75,000 grant that is being used for a topographic survey of the Woodside Heights subdivision to prepare for construction funds, and to provide education and outreach to the property owners regarding the benefits of connecting to central sewer.

The proposed Grant Agreement was recently submitted to NWFWMD for approval of minor changes requested by the County Attorney's Office. Staff requests Board approval of a Grant Agreement in a final form approved by the County Attorney's Office.

Options:

1. Accept the Northwest Florida Water Management District grant in the amount of $500,000, and authorize the Chairman to execute the Grant Agreement (Attachment #1), in a form approved by the County Attorney.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Do not accept the Northwest Florida Water Management District grant in the amount of $500,000.
4. Board direction.

Recommendations:
Options #1 and #2.

Attachments:

1. Grant Agreement
2. Resolution and associated Budget Amendment Request
3. Woodside Heights map

GRANT AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

LEON COUNTY

FOR

WOODSIDE HEIGHTS WASTEWATER RETROFIT PROJECT

NWFWMD CONTRACT NUMBER 15-XXX

THIS AGREEMENT, made and entered into this _____day of _____, 2015, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes, as amended, for itself, hereinafter referred to as the "DISTRICT," and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "GRANTEE."

W I T N E S S E T H :

WHEREAS, the GRANTEE, located in Leon County, Florida, has identified the need for wastewater improvements in the Wakulla Springs Contribution Area; and

WHEREAS, the DISTRICT has developed and approved a Surface Water Improvement and Management (SWIM) plan with the objective of protecting and restoring water quality and watershed resources throughout the St. Marks River Watershed including Wakulla Spring in Wakulla County, Florida; and

WHEREAS, the Florida Legislature appropriated $25 million in springs restoration funding from general revenue, line item 1645, for Fiscal Year 2014-2015; and the Florida Department of Environmental Protection (FDEP) provided part of this funding to the DISTRICT for restoring and protecting Wakulla Spring; and

WHEREAS, the DISTRICT, is authorized under 373.083(1), Florida Statutes to contract with public agencies; and

WHEREAS, the Woodside Heights Wastewater Retrofit Project, as described in the Scope of Work attached hereto as ATTACHMENT 1 and by this reference incorporated herein as the PROJECT, is consistent with and will help in achieving the goals of both the FDEP Springs Initiative and the St. Marks River Watershed SWIM Plan;

WHEREAS, the GRANTEE, by completing the PROJECT, will provide significant reductions in nutrients leaching into the groundwater in the Wakulla Springs Contribution Area;

WHEREAS, this AGREEMENT is further subject to the provisions of ATTACHMENT 2 attached hereto and by this reference incorporated herein; and

NOW, THEREFORE, in consideration of services to be performed for the public benefit and mutual promises made hereunder, the DISTRICT and GRANTEE agree as follows:

1. The DISTRICT agrees:

   A. To provide funding not to exceed Five Hundred Thousand Dollars and NO/100 ($500,000.00) or fifty-percent of the final cost for approved expenses in support of the Woodside Heights Wastewater Retrofit Project described in ATTACHMENT 1.

   B. To provide payment of funds to the GRANTEE, on a reimbursement basis, in the total amount indicated in Paragraph 1.A., for work satisfactorily completed within 30 days of completion, submittal and approval of the deliverables identified in ATTACHMENT 1. Invoices may be submitted no more frequently than quarterly. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof. Supporting documentation shall reflect actual paid costs.

2. The GRANTEE agrees:

   A. To fully complete activities described in ATTACHMENT 1 and ATTACHMENT 2.

   B. To provide approximately $500,000 in funding for completion of the Woodside Heights Wastewater Retrofit Project.

   C. To obtain all necessary permits for the PROJECTS' construction and operation.

   D. To invoice the DISTRICT for work satisfactorily completed in support of the Woodside Heights Wastewater Retrofit Project, as described in ATTACHMENT 1. Invoices may be submitted no more frequently than quarterly and must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof. Supporting documentation shall reflect actual paid costs.

   E. To provide to the DISTRICT all deliverables specified in ATTACHMENT 1. Deliverables will be provided to District staff during the PROJECT'S implementation. Final deliverables must be submitted in electronic format.

   F. To provide all necessary services associated with facility design, permitting, and construction, including surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary for the PROJECT.

   G. To enter into an interlocal agreement between Leon County and the City of

Tallahassee (City) to connect the new wastewater collection lines to the City's existing wastewater system and establish conditions for system transfer upon completion.

H. To transfer the collection system to the City of Tallahassee to own, operate and maintain the PROJECT in accordance with permits issued by Leon County, the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers and other regulatory agencies, as applicable, with operation and maintenance funding provided through utility fees paid to the City of Tallahassee.

I. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of the Woodside Heights Wastewater Retrofit Project, as described in ATTACHMENT 1.

J. To comply with all applicable federal, state and local rules and regulations in providing services under this AGREEMENT. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

K. To maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three years following completion of the PROJECT.

3. It is mutually understood and agreed that:

A. This AGREEMENT shall remain in effect for a period of 25 months from the date of AGREEMENT execution which is the date of the last signature, unless extended by mutual written consent.

B. The GRANTEE shall develop a detailed Work Plan for Task 3, as specified in ATTACHMENT 1. The Work Plan for Task 3 must be incorporated into the AGREEMENT Scope of Work in the form of an approved amendment to this AGREEMENT. It is understood and agreed that the detailed Work Plan shall include a narrative description of the task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each component of the task and deliverable. The Work Plan shall require approval by the DISTRICT as to content, deliverables, and schedule prior to initiating the work on Task 3.

C. In accordance with 287.058(1)(h), F.S., ATTACHMENT 1 has identified financial consequences for nonperformance. If GRANTEE fails to produce the deliverables as specified within ATTACHMENT 1, the DISTRICT shall apply the financial consequences identified therein.

D. The DISTRICT shall have no liability or responsibility to the GRANTEE, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the GRANTEE and its contractors or any other

person or entity associated with the PROJECT as a result of, or arising out of, the GRANTEE's use of DISTRICT funds.

E. This AGREEMENT may be terminated by either of the parties upon at least 30 days prior written notice.

F. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to any and all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with or in any way related to this AGREEMENT or the PROJECT.

G. This AGREEMENT is subject to the availability of funds anticipated at the time of execution. Should funding be discontinued or reduced, the AGREEMENT will be terminated or amended, as appropriate, in the sole discretion of the DISTRICT. In such an event, the GRANTEE shall be reimbursed for work or services satisfactorily completed prior to termination or amendment of the AGREEMENT.

H. This AGREEMENT constitutes the entire agreement between the DISTRICT and the GRANTEE and may be amended or extended only in writing, signed by both the DISTRICT and the GRANTEE.

I. The DISTRICT and the GRANTEE may, by written order designated to be an Amendment to this AGREEMENT, agree that additional work shall be undertaken within the general scope of this AGREEMENT.

J. To the extent required by law, all contractors shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.

K. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

L. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

M. As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

N. These funds should be considered state financial assistance under the Florida Single Audit Act, under Florida Catalog of State Financial Assistance (CSFA) # 37.022. As a recipient of these funds your entity, as the Grantee must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds. The GRANTEE shall satisfy specific requirements, as set forth in ATTACHMENT 2, Single Audit Act Requirements.

O. Notices provided for in this AGREEMENT shall be delivered to the GRANTEE by delivery to the GRANTEE's Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

LEON COUNTY

Theresa B. Heiker, P.E.
Stormwater Management Coordinator
Leon County Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308
Phone: (850) 606-1526
Fax: (850) 606-1501
Email: HeikerT@leoncountyfl.gov

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Linda Chaisson, P.E.
81 Water Management Drive
Havana, Florida 32333
(850) 539-5999
Linda.chaisson@nwfwmd.state.fl.us

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year last below written.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____
Brett Cyphers, Executive Director

Date:_____

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

By:_____
Mary Ann Lindley, Chairman
Board of County Commissioners

Date:_____

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND LEON COUNTY

ATTACHMENT 1 – SCOPE OF WORK
WOODSIDE HEIGHTS WASTEWATER RETROFIT PROJECT

Background

The Woodside Heights Wastewater Retrofit Project is located in southern Leon County in the primary protection zone for Wakulla Springs. This area is in the unconfined part of the Wakulla Springs Contribution Area and contributes nitrogen and phosphorus into the Floridan aquifer, contributing to water quality impairment at Wakulla Springs. There are estimated to be over 205 septic systems in the subdivision. This project will be an initial phase to connect approximately 50 septic systems to the City of Tallahassee wastewater treatment system and abandon the septic systems. The main sewer line collection system will be constructed, providing for future extension of the system and connection of additional service locations to the wastewater treatment system as additional funds are obtained. Wakulla Springs is one of Florida's most noteworthy and iconic Floridan aquifer springs. The spring and river comprise a rich and diverse ecosystem, integrated as part of the St. Marks River and Apalachee Bay watershed. Wakulla Springs is also among Florida's important recreational and tourist destinations and the focus of a major state park, which receives approximately 200,000 visitors annually.

Project Description

Leon County will implement wastewater improvement projects in the Wakulla Springs contribution area to construct sewer lines, pump stations, septic tank abandonment and other appurtenances to connect approximately 50 septic systems to the City of Tallahassee wastewater treatment system. Connection of existing septic systems to central sewer is funded solely through the NWFWMD grant.

Anticipated Schedule

The anticipated schedule, described in months following grant agreement approval, is as follows:

Task	Scheduled Completion Date
1. Execution of Contract Agreement between NWFWMD and Leon County and Interlocal Agreement between Leon County and the City of Tallahassee	Months 1-4
2. Survey, Design, Permitting, Easements, Bidding and Selection of Subcontractor	Months 2-13
3. Construction	Months 14-24
4. Final Report	Month 25

Anticipated Project Cost and Funding

Project: ***Woodside Heights Wastewater Retrofit Project***

Grantee: ***Leon County***

The table below outlines expenses and funding anticipated through completion of the project. Task level funds represent estimated amounts. The NWFWMD grant will not exceed the total amount indicated in the agreement. Additional required funds will be provided or obtained by Leon County. Grant funding through this AGREEMENT is available for survey, design, permitting, easements, bidding, and construction costs directly associated with and required for project completion. This AGREEMENT will not require an amendment for changes in amounts listed in categories for GRANTEE funds or changes in the anticipated schedule listed above that occur prior to the expiration of the AGREEMENT. The AGREEMENT will require an amendment providing a detailed Work Plan for Task 3 prior to commencement of construction work.

Budget by Task	***NWFWMD Grant***	***Leon County Funds***
1) Contract Agreement and Interlocal Agreement		***$5,000.00***
2) Survey, Design, Permitting, Easements, Bidding, and Selection of Subcontractor	***$100,000.00***	***$135,000.00***
3) Construction	***$400,000.00***	***$350,000.00***
4) Final Report		***$10,000***
Total	***$500,000.00***	***$500,000.00***

Deliverables

1. The GRANTEE shall complete the project as described above.

2. With each invoice the GRANTEE shall provide the following:
    a. Description of activities completed during the invoice period;
    b. Design drawings and project area map, as available, if not previously provided;
    c. Photographic record of project activities and progress to date; and
    d. Expense backup documentation, in sufficient detail for proper pre-audit and post-audit.

3. The GRANTEE shall provide semiannual progress reports, due on June 30 and December 31 of each year until the project is complete, to include the following:
    a. Description of facility construction to date;
    b. Design drawings and project area map (unless provided previously);
    c. Photographic record of project activities and progress to date (unless provided previously);
    d. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and
    e. Summary of construction and total project costs to date, itemized by major component.

4. The GRANTEE shall provide a Final Project Summary Report upon completion of the project, to include the following:
    a. Project Summary Statement outlining accomplishments, problems encountered solutions, and future recommendations.
    b. Design drawings and project area map, if not previously provided.
    c. Detailed description of the objectives and anticipated outcomes of the planned construction project, to include estimates of the number of people ultimately served, anticipated fire flow and water storage improvements, and any other improvements planned.
    d. Documentation of project costs, including grant funding and funding from other sources.

5. In accordance with 287.058(1)(h), F.S., requiring financial consequences for nonperformance, failure to provide as-built drawings within thirty days of project completion will incur a 1% reduction in final payment request reimbursement. Events outside the control of the GRANTEE will be considered in the application of financial consequences for nonperformance.

Specified deliverables must be provided in electronic format.

WOODSIDE HEIGHTS WASTEWATER RETROFIT PROJECT

ATTACHMENT 2

SINGLE AUDIT ACT REQUIREMENTS

Pursuant to Grant Award No._____, state financial assistance was awarded to the GRANTEE as follows:

Grants and Aids to Local Governments/Utilities – Florida Legislature General Fund Appropriation SFY 2014 - 2015: **$500,000.00**.

These funds should be considered state financial assistance under the Florida Single Audit Act, under CSFA#37.022. As a recipient of these funds your entity, as the Grantee, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds.

A. The Grantee shall comply with the applicable provisions contained in the **Attachment Section 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to the **Attachment** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of the **Attachment**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the District's Grants Manager at 850/539-5999 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in the **Attachment, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a sub-recipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Non-state Organizations Recipient/Sub-recipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the District for assistance with questions pertaining to the applicability of these requirements.

It is the responsibility of the District to notify recipients of state and federal financial assistance of their responsibility to file single audit reports to the proper authorities if they expend $500,000 or more within their fiscal year. Attached is a copy of the Special Audit Requirements for your reference and convenience.

If you have any questions please contact Amanda Bedenbaugh at (850) 539-5999. Fax: (850) 539-2777.

ATTACHMENT 2, Section 2

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District *(which may be referred to as the "District", or "Grantor", or other name in the contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Northwest Florida Water Management District by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Northwest Florida Water Management District. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Northwest Florida Water Management District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **3** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

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ATTACHMENT 2, Exhibit 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	District Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount
	XXXXX	*2014-2015*	*XXX*	*Construction Grant*	*$500,000.00*

Total Award	$500,000.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

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

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

Adopted this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15025
Date: 6/18/2015

Agenda Item No:
Agenda Item Date: 7/7/2015

County Administrator

Vincent S. Long

Deputy County Administrator

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	926165	334353	000	NWFWMD Springs Restoration Grant	-	500,000	500,000
309	000	343916	000	BP 2000 JPA Revenue	6,510,044	500,000	7,010,044
							-
					Subtotal:	1,000,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	*Org*	*Acct*	*Prog*	*Title*			
125	926165	56300	535	NWFWMD Septic To Sewer Improvements Other Than Building	-	500,000	500,000
309	926165	56300	535	NWFWMD Septic To Sewer Improvements Other Than Building	-	500,000	
							-
					Subtotal:	1,000,000	

Purpose of Request:

This amendment budgets $500,000 in funding from NWFWMD and $500,000 in County matching funds for the Septic to Sewer Project to eliminate septic tanks in the Lake Munson Target Area. The $1,000,000 funding will be used to design and construct central sewer lines, connect homes to the lines, and remove septic tanks from the homes.

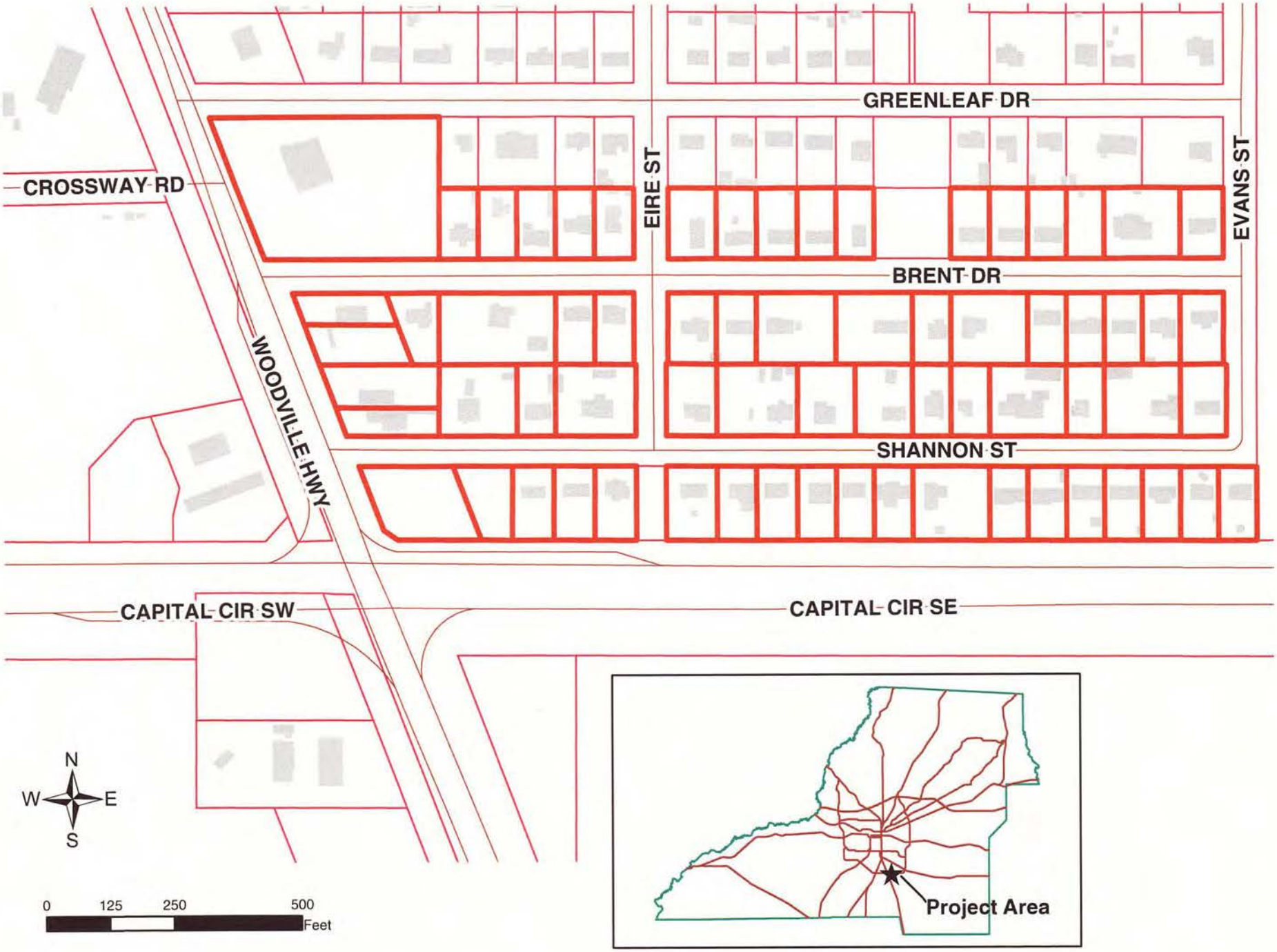
Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** [x] **Motion** [ ] **Administrator** [ ]

Woodside Heights - Units 1 and 2



Leon County
Board of County Commissioners

Notes for Agenda Item #18

Leon County
Board of County Commissioners

Cover Sheet for Agenda #18

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Status Report on Landfill Closure and the Apalachee Regional Park Master Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Maggie Theriot, Assistant to the County Administrator Leigh Davis, Director, Parks and Recreation Robert Mills, Director, Resource Stewardship

Fiscal Impact:

This item has a current fiscal impact. Funding for the landfill closure is available in the dedicated solid waste closure/post-closure escrow account and funding for the master planning has previously been budgeted.

Staff Recommendation:

Option #1: Accept the status report regarding the closure of the landfill and development of the corresponding long-term master planning of the site for purposes of a regional park.

Option #2: Approve the Resolution and associated Budget Amendment Request for construction and permitting related costs associated with the landfill closure (Attachment #1).

Option #3: Authorize the County Administrator to finalize Emergency Disposal Agreements, in a final form approved by the County Attorney (Attachment #2).

Report and Discussion

Background:

On December 8, 2014, as part of the annual retreat, the Board discussed a series of long-term policy issues. One of the policy issues focused on opportunities for the long-term use of the Solid Waste Management Facility. The policy discussion built upon the County's commitment to the environment, quality of life, and fiscal stewardship already included in the adopted Strategic Plan through a series of existing Strategic Priorities and associated Initiatives.

Reflective of the Board's direction, staff evaluated three specific approaches to address the current solid waste landfill financial shortfall; each of the alternative approaches considered fiscal, environmental, operational, and neighborhood impacts. As presented during the April 28, 2015 Budget Workshop, the Board directed staff to formally proceed with the permanent closure of the landfill and prepare a master plan for enhancing the Apalachee Regional Park. Other existing activities at the landfill would continue to operate; such as, free mulch for the public, household hazardous waste, yard waste, etc.

Efforts to transition the Solid Waste Management Facility into a regional recreational amenity will be formalized through a master plan; however, some recreational resources currently exist on surrounding land. Phase I of the Regional Park project consisted of the development of four multi-purpose fields, parking, and a restroom/concession building. This phase was completed in 2010. A second component of Phase I was the construction of a cross country trail system in the northwest section of the property. A radio control, model airplane facility is also currently located in the northwest section of the property.

The acceptance of the status report is essential to the following revised FY2012 – FY2016 Strategic Initiatives that the Board approved at the January 27, 2015 meeting:

- Develop Apalachee Facility master plan to accommodate year-round events (rev. 2013)
- Develop financial strategies to eliminate general revenue subsidies for business operations (i.e. Solid Waste program) (2013)
- Implement strategies which ensure responsible stewardship of County resources, including:
    - Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts: a complete closure of the landfill; redirect Class I Solid Waste from the Transfer Station to the landfill; and a hybrid solution that includes both Class I Solid Waste disposal at the landfill and through the Transfer Station (2015)

These particular Strategic Initiatives align with the Board's Strategic Priorities – Environment, Governance, and Quality of Life:

- Reduce our carbon footprint, realize energy efficiencies. (EN4)
- 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. (G5)
- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors, and residents. (Q1).

Analysis:

Staff has developed a tentative scope and timeline to initiate the closure of the Landfill and begin master planning the Apalachee Regional Park. The transition of the Solid Waste Facility into the predominant future use as a regional park will require a dual focus on formal closure of the landfill while, at the same time, planning for future park amenities. As a result, County staff and consulting expertise will work together in both arenas. It is anticipated the two vendors will work closely with one another to coordinate sequencing and related outcomes.

Solid Waste Landfill

Locklear & Associates, Inc. is the County's current consulting engineer for Solid Waste services. Locklear & Associates, Inc. has prepared a scope of work and estimated expense for construction, quality assurance and engineering support, as well as a separate scope for closure permit application for final closure through Florida Department of Environmental Protection (FDEP) (Attachment #3). Construction related services (estimated not to exceed $385,000) would include the production of bid-ready drawings and specifications, provision of technical support during bidding, engineering assistance during construction, provision of Construction Quality Assurance oversight and testing needed during the formal closure of the Landfill. A stand-alone construction contract will be awarded through a competitive bidding process. Permit related services (estimated not to exceed $135,000) would include preliminary conceptual design, preparation of the permit application packet, and coordination with FDEP throughout the proceedings. It is estimated the landfill closure can be completed by the end of 2016. All costs will be paid for through the closure and post-closure landfill accounts.

The County has historically taken great strides to be sensitive to the surrounding neighborhoods and will continue to do so through the landfill closure process. Staff intends to communicate with surrounding neighborhoods and key stakeholders the project timelines, expectations related to the closure of the landfill, and any future development of the Park. For example, it is anticipated that odors may temporarily increase during the closure process as segments of the old landfill are exposed during reshaping and construction. Efforts will be made to reduce this and any other impacts; however, some temporary effects are unavoidable.

In anticipation of the landfill closure, the County has a long-term agreement with Waste Management to continue to dispose of waste at the Springhill Landfill. The transfer station provides a facility for waste to be consolidated prior to the waste being hauled to Springhill. In an extremely rare situation where the actual transfer station facility is destroyed and unable to accept waste, the County may wish to temporarily have the ability to bring waste directly to landfills closer than Springhill. In working closely with regional partners, staff has negotiated draft disposal agreements with other landfills in the region (Decatur County and Thomasville) to ensure stability of service. The agreements provide that rates charged shall be no more than those posted for all out-of-county customers. These agreements would be reciprocal; thereby, allowing the use of the Leon County Transfer Station in the event either of the other regional partners have an emergency need. Regarding the Leon County Landfill, staff has initiated discussions with Marpan Recycling, and determined the Solid Waste Facility will no longer accept material after September 30, 2015.

Apalachee Regional Park

As with Solid Waste, the Division of Parks & Recreation has continuing-supply vendors to assist with master planning, design, and engineering of park amenities. Wood+Partners will perform initial data collection and site analysis to identify opportunities and constraints resulting in a preliminary conceptual master plan (Attachment #4). The community will be actively engaged in creating a preliminary needs assessment. Public involvement is an essential element of the master planning process, with focus groups, crowd sourcing, and engagement of key stakeholders to develop facility programming. After thorough input has been collected, a conceptual master plan and related estimates of construction costs and timelines will be developed within a year. The cost of developing the conceptual master plan is estimated not to exceed $100,000.

Expenses related to park master planning are currently budgeted. However, funding to support the implementation of the park's build out would need to be identified through future budget processes. Staff anticipates providing a status update to the Board inclusive of community input regarding the proposed master plan during the Summer/Fall 2016.

Options:

1. Accept the status report regarding the closure of the landfill and development of the corresponding long-term master planning of the site for purposes of a regional park.
2. Approve the Resolution and associated Budget Amendment Request for construction and permitting related costs associated with the landfill closure (Attachment #1).
3. Authorize the County Administrator to finalize and execute Regional Emergency Disposal Agreements (Attachment #2) in a final form approved by the County Attorney.
4. Do not accept the status report regarding the closure of the landfill and development of the corresponding long-term master planning of the site for purposes of a regional park.
5. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments*:*

1. Resolution and Associated Budget Amendment Request
2. Draft Emergency Disposal Agreements – City of Thomasville and Decatur County
3. Landfill Closure – scope of services and estimated timeline
4. Apalachee Regional Park – scope of services and estimated timeline

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

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

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

Adopted this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15028
Date: 6/25/2015

Agenda Item No:
Agenda Item Date: 7/7/2015

County Administrator

Vincent S. Long

Deputy County Administrator

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
401	000	399900	000	Appropriated Fund Balance	1,842,578	520,000	2,362,578
							-
					Subtotal:	520,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
401	435	53100	534	Professional Services	-	520,000	520,000
							-
					Subtotal:	520,000	

Purpose of Request:

This amendment budgets $520,000 in funding for construction and permitting services associated with the plans for closing the Landfill. The total includes $385,000 for construction related services (drawings, specification, technical support, engineering, quality control and testing) and $135,000 for permitting related services (preliminary conceptual design, application preparation and coordination). All Landfill closure costs will be funded from landfill closure and post-closure account.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** [X] **Motion** [ ] **Administrator** [ ]

INTERLOCAL AGREEMENT BETWEEN LEON COUNTY AND THOMASVILLE FOR SERVICES RELATED TO THE EMERGENCY DISPOSAL OF SOLID WASTE

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of Thomasville, Georgia ("Thomasville"), and Leon County, Florida, a political subdivision of the State of Florida ("Leon County"), collectively the ("Parties").

RECITALS

WHEREAS, Leon County and Thomasville wish to enter into an agreement that will ensure that Solid Waste disposal services are provided in the event that an emergency situation arises within the jurisdictional boundaries of the Parties in an effective and efficient manner; and

WHEREAS, both Parties have additional disposal capacity in its Disposal System and is willing to accept and dispose of additional Solid Waste from the other Party during an Emergency Event; and

WHEREAS, pursuant to Article VIII, Section 1(g) of the Florida Constitution, Leon County has all of the powers of local self-government not inconsistent with general law or special law approved by the vote of the electors; and

WHEREAS, in accord with Section 125.01(1)(k)1., Florida Statutes, Leon County has the power to provide for and regulate waste collection and disposal; and

WHEREAS, the Resource Recovery and Management Act (RRMA), Chapter 403, Part IV, Florida Statutes, was enacted, in part, to: provide the authority to and require counties to adequately plan and provide for the efficient management of solid waste services; and

WHEREAS, the Parties, pursuant to Section 163.01, Florida Statutes, wish to enter into this Interlocal Agreement to provide for a mutual exchange of services related to the disposal of Solid Waste at either Party's Disposal System during the occurrence of an Emergency Event.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration, the sufficiency of which is being acknowledged, Leon County and Thomasville hereby agree as follows:

1. <u>Incorporation of Recitals</u>.

This Interlocal Agreement is intended to provide for the mutual exchange of services for the disposal of Solid Waste utilizing either Party's Disposal System during an Emergency Event. All terms and conditions of this Interlocal Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purposes set forth above. The Recitals to this Interlocal Agreement are hereby incorporated by reference and made a part hereof as if fully set forth below.

2. Authority for Agreement.

Pursuant to Section 403.706, Florida Statutes, a county may enter into a written agreement to fulfill some or all of county's solid waste responsibilities; and Section 163.01, which provides the authority of local governmental units, to enter into agreements with governmental units of other states, to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby providing necessary services and facilities to meet the needs of its citizens; and further, Section 252.38, which authorizes Florida counties to take all actions reasonable and necessary in the event of emergencies in furtherance of the public safety, health and welfare of the citizens of its jurisdiction.

3. Definitions.

a. Disposal System – means any and all facilities used by the Party's in the collection, transportation, and disposal of Solid Waste, including as applicable, but not limited to, volume reductions, plants, sanitary landfills or other disposal means, resource recovery facilities, and including transfer stations, to the extent the transfer stations are provided or operated to carry out the provisions of proper Solid Waste disposal.

b. Emergency Event – means a locally declared state of emergency, and failure of the Transfer Station's normal operation, including failure of backup power supply, scales, scalehouse building and/or computers for scalehouse management system.

c. Hazardous Waste – means a waste material, or a combination of waste materials, 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 health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term "hazardous waste" includes, but is not limited to, volatile, chemical, biological, explosive, flammable, radioactive, and toxic materials. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Interlocal Agreement pursuant to any federal, state or local codes, statutes or laws; or any regulations, orders or other actions promulgated or taken with respect to the terms listed herein.

d. Non-processable Waste – means ashes, foundry sand, cesspool and other human wastes, human remains and animal carcasses, tree trunk sections, branches and stumps, matter or material or material longer than six feet, motor vehicles (including major parts such as transmissions, rear ends, springs, and fenders), agriculture machinery and equipment, marine vessels and their major parts, any other large machinery or equipment, liquid waste, any matter or material of which in the respective Disposal System is prohibited by law, ordinance, rule, or

regulation of any government or public agency having jurisdiction over the subject, including Hazardous Waste and Special Waste.

e. Solid Waste – shall have the same meaning as set forth in Rule 62-701.200(13) F.A.C. ("Class I Waste" means solid waste that is not hazardous waste, and this is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C.)

f. Special Waste – means any waste that may require extraordinary management and includes, but is not limited to, abandoned automobiles; inoperative and discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances; used tires; waste oil; sludges; dead animals; septic tank pumpings; and infectious waste.

g. Transfer Station – means a facility where Solid Waste is placed before being transferred to a solid waste processing or disposal facility.

4. Obligation to Provide Disposal During Emergency Events.

a. Disposal Obligation. During the term of this Interlocal Agreement, either Party shall provide solid waste disposal services to the other Party, upon the occurrence of an Emergency Event and upon notification of its intent to implement emergency operations. Such disposal services shall consist of either Party accepting the Solid Waste from the other Party for disposal in their respective Disposal System. The respective Parties shall be fully responsible for the control and ultimate disposition of the accepted Solid Waste.

b. Disposal Quantities. Solid waste disposal services shall consist of Thomasville accepting the Solid Waste from Leon County in the maximum amount of 800 tons per day during an Emergency Event and Leon County accepting the Solid Waste from Thomasville in the maximum amount of 400 tons per day during an Emergency Event. Solid waste disposal services occurring during an Emergency Event shall not exceed a 60 day period, which period may be extended upon mutual agreement of the Parties.

c. Status of Authorized Collectors. Subject to the tonnage limitations set forth above, licensed collectors from either Party, which are authorized by that Party to utilize its Disposal System, shall be authorized to use the other Party's Disposal System upon the occurrence of an Emergency Event and implementation of emergency operations by that Party.

d. Unauthorized Disposal. Each Party agrees that the other Party shall not be charged for disposal of Solid Waste under the terms of this Interlocal Agreement for collectors or persons which have not been authorized by that Party to utilize the Disposal System of the other Party. Any such unauthorized collector or person disposing of Solid Waste from that Party's jurisdiction shall be charged by the other Party directly for the applicable tipping fee in the event that Party elects to accept such Solid Waste.

e. Reports. The Parties agree to provide reports indicating the amount of Solid Waste received from the other Party under the terms of this Interlocal Agreement.

f. Hours of Operation. Each Party agrees that its Disposal System shall be available to accept disposal of Solid Waste from the other Party, for not less than forty-five (45) hours per week, excluding weeks with legal holidays.

5. Payment Obligations.

a. Service Fee. Each Party agrees to pay the other Party a service charge on a per tonnage basis for the actual number of tons of Solid Waste delivered to that Disposal System during the duration of an Emergency Event at its current advertised rate per ton.

b. Collector Identification. Each Party shall provide to the other Party specific information identifying the licensed Solid Waste collectors within their respective jurisdiction, that are authorized to deliver Solid Waste to its Disposal System under the terms of this Interlocal Agreement. Such identification shall include, but is not be limited to, the collector's name, permit number, vehicle types and registration numbers, and such other information that is useful in the identification of authorized collectors.

c. Collector Responsibilities – Each Party agrees that its' licensed collectors utilizing the other Party's Disposal System shall be responsible for the proper removal, transport and disposal of any Non-processable Waste, Hazardous Waste or Special Waste delivered to that Party's Disposal System. Said collectors shall also be responsible for compliance with any applicable federal, state or local laws, governing the transportation and disposal of Solid Waste.

6. Collection of Solid Waste.

Each Party shall be solely responsible for the collection of Solid Waste within its jurisdiction. The Parties shall take all necessary steps to require the collection services permitted or licensed within its jurisdiction to deliver the Solid Waste at such location and during such times as the other Party shall direct during the occurrence of an Emergency Event. It is affirmatively understood that neither Party shall be obligated to accept Solid Waste under the terms of this Interlocal Agreement from individual residents or other persons from the jurisdiction of the other Party.

7. Term of Agreement.

This Interlocal Agreement shall have a term of one (1) year, which shall automatically renew for succeeding one (1) year terms, unless terminated by either Party upon the provision of sixty (60) days written notice prior to the expiration of the then current term year. Notice shall be provided to the administrator of the Party being notified of termination.

8. Termination.

If either Party fails to comply with any of the terms or conditions of this Interlocal Agreement or defaults in any of its obligations under this Interlocal Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Interlocal Agreement and take any other actions authorized under law.

9. Indemnification.

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all claims, suits, liabilities, damages, costs and expenses, resulting form or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Interlocal Agreement.

10. General Provisions.

a. Governing Law and Venue. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Interlocal Agreement shall be maintained in Tallahassee, Leon County, Florida.

b. Waiver. Failure to insist upon strict compliance with any term. Covenant or condition of this Interlocal Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Interlocal Agreement shall be deemed a waiver of that right or power at any other time.

c. Modification. This Interlocal Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

d. Binding Effect. This Interlocal Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

e. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Interlocal Agreement, neither Party hereto shall have the right to assign this Interlocal Agreement or any of its rights or responsibilities hereunder to any third party without the express written consent of the other Party to this Interlocal Agreement, which consent shall not unreasonably be withheld.

f. Entire Agreement. This Interlocal Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Interlocal Agreement.

g. Headings. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

h. Ambiguity. This Interlocal Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

i. Public Bodies. It is expressly understood between the Parties that each Party is a public body corporate under the laws of its state and that Leon County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

j. Force Majeure. A Party shall be excused from performance of any obligation under this Interlocal Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Interlocal Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirement of law.

k. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Interlocal Agreement or otherwise arising out of this Interlocal Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending the subject litigation. The term litigation shall include appellate proceedings.

l. Severability. It is intended that each section of this Interlocal Agreement shall be viewed as separate and divisible, and in the event that any section shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

m. Subject to Appropriation. All payment obligations of the Parties, if any, set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Interlocal Agreement.

n. Survival of Obligations. Cancellation, expiration, or earlier termination of this Interlocal Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement as of the date set forth above.

LEON COUNTY, FLORIDA

By:_____, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Leon County Clerk and Comptroller

By:_____

APPROVED AS TO FORM:
Leon County, Florida

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

CITY OF THOMASVILLE, GEORGIA

By:_____
_____

ATTEST:

_____

By:_____

APPROVED AS TO FORM:

By:_____

INTERLOCAL AGREEMENT BETWEEN LEON COUNTY AND DECATUR COUNTY FOR SERVICES RELATED TO THE EMERGENCY DISPOSAL OF SOLID WASTE

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2015, by and between Decatur County, Georgia ("Decatur County"), and Leon County, Florida, a political subdivision of the State of Florida ("Leon County"), collectively the ("Parties").

RECITALS

WHEREAS, Leon County and Decatur County wish to enter into an agreement that will ensure that Solid Waste disposal services are provided in the event that an emergency situation arises within the jurisdictional boundaries of the Parties in an effective and efficient manner; and

WHEREAS, both Parties have additional disposal capacity in its Disposal System and is willing to accept and dispose of additional Solid Waste from the other Party during an Emergency Event; and

WHEREAS, pursuant to Article VIII, Section 1(g) of the Florida Constitution, Leon County has all of the powers of local self-government not inconsistent with general law or special law approved by the vote of the electors; and

WHEREAS, in accord with Section 125.01(1)(k)1., Florida Statutes, Leon County has the power to provide for and regulate waste collection and disposal; and

WHEREAS, the Resource Recovery and Management Act (RRMA), Chapter 403, Part IV, Florida Statutes, was enacted, in part, to: provide the authority to and require counties to adequately plan and provide for the efficient management of solid waste services; and

WHEREAS, the Parties, pursuant to Section 163.01, Florida Statutes, wish to enter into this Interlocal Agreement to provide for a mutual exchange of services related to the disposal of Solid Waste at either Party's Disposal System during the occurrence of an Emergency Event.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration, the sufficiency of which is being acknowledged, Leon County and Decatur County hereby agree as follows:

1. <u>Incorporation of Recitals</u>.

This Interlocal Agreement is intended to provide for the mutual exchange of services for the disposal of Solid Waste utilizing either Party's Disposal System during an Emergency Event. All terms and conditions of this Interlocal Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purposes set forth above. The Recitals to this Interlocal Agreement are hereby incorporated by reference and made a part hereof as if fully set forth below.

2. Authority for Agreement.

Pursuant to Section 403.706, Florida Statutes, a county may enter into a written agreement to fulfill some or all of county's solid waste responsibilities; and Section 163.01, which provides the authority of local governmental units, to enter into agreements with governmental units of other states, to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby providing necessary services and facilities to meet the needs of its citizens; and further, Section 252.38, which authorizes Florida counties to take all actions reasonable and necessary in the event of emergencies in furtherance of the public safety, health and welfare of the citizens of its jurisdiction.

3. Definitions.

a. Disposal System – means any and all facilities used by the Party's in the collection, transportation, and disposal of Solid Waste, including as applicable, but not limited to, volume reductions, plants, sanitary landfills or other disposal means, resource recovery facilities, and including transfer stations, to the extent the transfer stations are provided or operated to carry out the provisions of proper Solid Waste disposal.

b. Emergency Event – means a locally declared state of emergency, and failure of the Transfer Station's normal operation, including failure of backup power supply, scales, scalehouse building and/or computers for scalehouse management system.

c. Hazardous Waste – means a waste material, or a combination of waste materials, 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 health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term "hazardous waste" includes, but is not limited to, volatile, chemical, biological, explosive, flammable, radioactive, and toxic materials. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Interlocal Agreement pursuant to any federal, state or local codes, statutes or laws; or any regulations, orders or other actions promulgated or taken with respect to the terms listed herein.

d. Non-processable Waste – means ashes, foundry sand, cesspool and other human wastes, human remains and animal carcasses, tree trunk sections, branches and stumps, matter or material or material longer than six feet, motor vehicles (including major parts such as transmissions, rear ends, springs, and fenders), agriculture machinery and equipment, marine vessels and their major parts, any other large machinery or equipment, liquid waste, any matter or material of which in the respective Disposal System is prohibited by law, ordinance, rule, or

regulation of any government or public agency having jurisdiction over the subject, including Hazardous Waste and Special Waste.

e. Solid Waste – shall have the same meaning as set forth in Rule 62-701.200(13) F.A.C. ("Class I Waste" means solid waste that is not hazardous waste, and this is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C.)

f. Special Waste – means any waste that may require extraordinary management and includes, but is not limited to, abandoned automobiles; inoperative and discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances; used tires; waste oil; sludges; dead animals; septic tank pumpings; and infectious waste.

g. Transfer Station – means a facility where Solid Waste is placed before being transferred to a solid waste processing or disposal facility.

4. Obligation to Provide Disposal During Emergency Events.

a. Disposal Obligation. During the term of this Interlocal Agreement, either Party shall provide solid waste disposal services to the other Party, upon the occurrence of an Emergency Event and upon notification of its intent to implement emergency operations. Such disposal services shall consist of either Party accepting the Solid Waste from the other Party for disposal in their respective Disposal System. The respective Parties shall be fully responsible for the control and ultimate disposition of the accepted Solid Waste.

b. Disposal Quantities. Solid waste disposal services shall consist of Decatur County accepting the Solid Waste from Leon County in the maximum amount of 800 tons per day during an Emergency Event and Leon County accepting the Solid Waste from Decatur County in the maximum amount of 300 tons per day during an Emergency Event. Solid waste disposal services occurring during an Emergency Event shall not exceed a 60 day period, which period may be extended upon mutual agreement of the Parties.

c. Status of Authorized Collectors. Subject to the tonnage limitations set forth above, licensed collectors from either Party, which are authorized by that Party to utilize its Disposal System, shall be authorized to use the other Party's Disposal System upon the occurrence of an Emergency Event and implementation of emergency operations by that Party.

d. Unauthorized Disposal. Each Party agrees that the other Party shall not be charged for disposal of Solid Waste under the terms of this Interlocal Agreement for collectors or persons which have not been authorized by that Party to utilize the Disposal System of the other Party. Any such unauthorized collector or person disposing of Solid Waste from that Party's jurisdiction shall be charged by the other Party directly for the applicable tipping fee in the event that Party elects to accept such Solid Waste.

e. Reports. The Parties agree to provide reports indicating the amount of Solid Waste received from the other Party under the terms of this Interlocal Agreement.

f. Hours of Operation. Each Party agrees that its Disposal System shall be available to accept disposal of Solid Waste from the other Party, for not less than forty-five (45) hours per week, excluding weeks with legal holidays.

5. Payment Obligations.

a. Service Fee. Each Party agrees to pay the other Party a service charge on a per tonnage basis for the actual number of tons of Solid Waste delivered to that Disposal System during the duration of an Emergency Event at its current advertised rate per ton.

b. Collector Identification. Each Party shall provide to the other Party specific information identifying the licensed Solid Waste collectors within their respective jurisdiction, that are authorized to deliver Solid Waste to its Disposal System under the terms of this Interlocal Agreement. Such identification shall include, but is not be limited to, the collector's name, permit number, vehicle types and registration numbers, and such other information that is useful in the identification of authorized collectors.

c. Collector Responsibilities – Each Party agrees that its' licensed collectors utilizing the other Party's Disposal System shall be responsible for the proper removal, transport and disposal of any Non-processable Waste, Hazardous Waste or Special Waste delivered to that Party's Disposal System. Said collectors shall also be responsible for compliance with any applicable federal, state or local laws, governing the transportation and disposal of Solid Waste.

6. Collection of Solid Waste.

Each Party shall be solely responsible for the collection of Solid Waste within its jurisdiction. The Parties shall take all necessary steps to require the collection services permitted or licensed within its jurisdiction to deliver the Solid Waste at such location and during such times as the other Party shall direct during the occurrence of an Emergency Event. It is affirmatively understood that neither Party shall be obligated to accept Solid Waste under the terms of this Interlocal Agreement from individual residents or other persons from the jurisdiction of the other Party.

7. Term of Agreement.

This Interlocal Agreement shall have a term of one (1) year, which shall automatically renew for succeeding one (1) year terms, unless terminated by either Party upon the provision of sixty (60) days written notice prior to the expiration of the then current term year. Notice shall be provided to the administrator of the Party being notified of termination.

8. Termination.

If either Party fails to comply with any of the terms or conditions of this Interlocal Agreement or defaults in any of its obligations under this Interlocal Agreement and shall fail, within thirty (30) calendar days after written notice from the other Party, to correct such default or noncompliance, the non-defaulting Party may, at its option, forthwith terminate this Interlocal Agreement and take any other actions authorized under law.

9. Indemnification.

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all claims, suits, liabilities, damages, costs and expenses, resulting form or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Interlocal Agreement.

10. General Provisions.

a. Governing Law and Venue. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Interlocal Agreement shall be maintained in Tallahassee, Leon County, Florida.

b. Waiver. Failure to insist upon strict compliance with any term. Covenant or condition of this Interlocal Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Interlocal Agreement shall be deemed a waiver of that right or power at any other time.

c. Modification. This Interlocal Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

d. Binding Effect. This Interlocal Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

e. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Interlocal Agreement, neither Party hereto shall have the right to assign this Interlocal Agreement or any of its rights or responsibilities hereunder to any third party without the express written consent of the other Party to this Interlocal Agreement, which consent shall not unreasonably be withheld.

f. Entire Agreement. This Interlocal Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Interlocal Agreement.

g. Headings. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

h. Ambiguity. This Interlocal Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

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j. Force Majeure. A Party shall be excused from performance of any obligation under this Interlocal Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Interlocal Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirement of law.

k. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Interlocal Agreement or otherwise arising out of this Interlocal Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending the subject litigation. The term litigation shall include appellate proceedings.

l. Severability. It is intended that each section of this Interlocal Agreement shall be viewed as separate and divisible, and in the event that any section shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

m. Subject to Appropriation. All payment obligations of the Parties, if any, set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Interlocal Agreement.

n. Survival of Obligations. Cancellation, expiration, or earlier termination of this Interlocal Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement as of the date set forth above.

LEON COUNTY, FLORIDA

By:_____, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Leon County Clerk and Comptroller

By:_____

APPROVED AS TO FORM:
Leon County, Florida

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

DECATUR COUNTY, GEORGIA

By:_____
_____

ATTEST:

_____

By:_____

APPROVED AS TO FORM:

By:_____

Locklear & Associates
Engineering & Environmental Consulting

May 12, 2015

Mr. Robert Mills
Leon County Solid Waste Director
7550 Apalachee Parkway
Tallahassee, FL 32311

RE: Proposal to Provide Closure Construction Quality Assurance, Administrative Services and Engineering Support
Leon County Solid Waste Management Facility
Solid Waste Engineering Master Services Agreement - Task Authorization # 12

Dear Mr. Mills:

As requested, Locklear & Associates, Inc. (L&A) has prepared this scope of work to assist Leon County with construction services related to the Landfill Closure project at the Leon County Solid Waste Management Facility. The purpose of this scope of services is to produce bid-ready drawings and specifications, provide technical support during bidding, engineering assistance during construction, provide Construction Quality Assurance (CQA) oversight, provide CQA testing services and provide a regulatory construction certification report.

SCOPE OF SERVICES

Task 1 – Project Kick-off Meeting and Project Management

A preliminary coordination meeting will be held at the Facility with the County. L&A will prepare the meeting agenda and minutes and lead the meeting. The topics discussed will include:

- Bidding and advertising procedures,
- Construction timeline,
- County procurement procedures,
- Front-end documents,
- Detailed site constraints and utility locations,
- Potential landfill operation and leachate management conflicts,
- Project communication protocol,
- Contractor submittal protocol,
- Contractor stormwater, erosion control and waste management,
- Grading layer/subgrade thickness,
- Visual inspection of on-site soil stockpiles for quality and consistency,
- Collection of prequalification soil samples for laboratory testing,
- Laydown areas for contractor equipment, soil stockpiles, and material, and
- Pre-bid meeting agenda.

Deliverables:

1. *Participate in project kick-off meeting at Facility*
2. *Meeting agenda and minutes*
3. *Monthly invoices and project updates.*

4140 NW 37th Place, Suite A, Gainesville, FL 32606 P: (352) 672.6867 F: (352) 692.5390

Task 2 – Bid Document Preparation

During this task, L&A will develop and produce the construction-level plans and specifications for the Closure project. Documents submitted to the FDEP Solid Waste and Surface Water sections will be used as a basis of these documents. The bid documents will clearly identify the responsibilities of the County and Contractor. L&A will submit 90% level construction documents to the County for review and comment. The construction drawing set will include:

- Cover and General Notes,
- Existing Conditions,
- Stockpile, Excavation and Staging Plan,
- Final Grading Plan,
- Closure Sections,
- Ditch Bottom Inlet Profile,
- General details,
- Drainage details,
- Sedimentation and erosion control, and
- LFG system decommissioning.

L&A will modify the front- end documents provided by the County. L&A will provide pre-qualification criteria to receive bids from qualified and experienced landfill liner installers and earthwork contractors. The technical specifications set will include:

- Division 1 – General Requirements: Coordination, Measurement and Payment, Submittals, Testing Laboratory Services, Construction Facilities and Temporary Controls, Product Delivery, Field Engineering (Surveys), Product Substitutions, Storage and Handling and Project Closeout;
- Division 2 – Site Work: Clearing and Grubbing, Earthwork, Soil Erosion and Sediment Control, Pavement and Surfacing, Sodding, Hydroseeding, LLDPE Geomembrane Liner, Geocomposite, Geotextile and Gabions;
- Division 3 – Concrete, Reinforced Concrete Pipes (RCP's);
- Division 15 – Mechanical: HDPE Pipe and Pipe Fittings, Pipe – Corrugated Polyethylene, Landfill Gas Vertical Wells, Isolation Valves; and
- Appendices – CQA Plan, Prequalification Testing Results for Earthwork.

L&A will address County comments to the 90%-level draft of specifications and drawings. L&A will address the County's comments before preparing the 100%-level Bid Documents.

Deliverables:

1. *90%-level Bid Documents (1 hard copy to County)*
2. *100%-level Bid Documents (1 hard copy to County)*

Task 3 –Miscellaneous Preconstruction Services

The purpose of this task is to complete several tasks unrelated to bidding and contract documents that will be complete prior to construction.

Engineer's Cost Estimate for Construction

L&A will provide an engineer's cost estimate to construct the closure. The cost will be based on the 100%-design level and will be submitted via e-mail attachment to the County upon completion of 100%-level Bid Documents. The estimate will include quantity estimates of the components of the closure Contract (i.e. 18-inch cover soil, paved road, LLDPE, geocomposite, etc.) and unit cost estimates for each estimate.

FDEP Correspondence
This task includes correspondence with the FDEP prior to Notice of Award. If changes to the Closure design occur as a result of pre-bid activities, L&A will provide notification the FDEP, as necessary by the FDEP permit and permit application.

Preconstruction Earthwork Activities
It is our understanding that the County may elect to make available materials for construction of the topsoil, structural fill, 18-inch protective cover soil layers and perhaps aggregate to the Contractor for construction. L&A will provide the County an estimate of these materials for the County using AutoCAD 3D program based on a current topographic survey and subcontract to qualified earthwork testing laboratory to analyze for soil classification including sieve analysis USCS classification, Atteberg limits and natural moisture content, Standard proctor and topsoil tests (pH, organic content and soluble salts).

Deliverables:
1. *Engineer's cost estimate of construction*
2. *FDEP correspondence (electronic records and telephone records to County)*
3. *Soil quantity and testing report*

Task 4 – Procurement Services

Following the County's approval of the Bid Documents, L&A will perform the following duties to assist the County with procurement of a Closure Contractor. L&A will prepare a bid notice for advertisement by the County.

Pre-Bid Meeting
L&A will coordinate with the County to schedule a pre-bid meeting with prospective bidders at the Facility. L&A will prepare meeting addenda, lead the meeting and prepare the sign-in sheet and meeting minutes for distribution.

Bidder Coordination and Addenda
L&A will coordinate with prospective bidders during the procurement stage of the project by being the contact person for questions about the bid. L&A will prepare addenda to the contract documents to clarify questions from bidders, issue new requirement and to correct errors or omissions. Final addenda will be issued at least 10 days prior to opening of bids.

Bid Evaluation
L&A will review the Closure bids and prepare a bid tabulation table and recommendation for the County.

Deliverables
1. *Advertisement text*
2. *Bid documents to copy and distribute to prospective bidders by the county*
3. *Draft and final agenda and meeting minutes (e-mail to prospective bidders)*
4. *Bid addenda (e-mail to prospective bidders)*
5. *Draft and final prebid meeting agenda and minutes*
6. *Bid evaluation and tabulation*

7. *Recommendation to the County to award the bid if requested*

Task 5 – Construction-Phase Administrative Services and Engineering Support

The services listed in this task will be performed after the Notice of Award to the Contractor is issued.

Conformed Construction Documents
L&A will incorporate relevant addendums in the project drawings and specifications as appropriate to prepare conformed plans and specifications. The drawings, specifications, and front-end documents will be conformed with respect to any addenda and executed contract documents and packaged into the Conformed Contract Documents. The documents will be provided to the Contractor, County and FDEP.

Preconstruction Meeting
The Engineer will schedule and conduct a pre-construction conference with the Contractor and County. At this meeting, L&A will distribute copies of conformed construction drawings to the Contractor and County. The Engineer will prepare a draft meeting agenda for review and comments by the County and will incorporate County comments prior to distribution of the final version to the project team.

Weekly Meetings
L&A will attend weekly coordination meetings with the County and Contractor at the site. L&A will coordinate and lead the meeting. This scope of work and cost estimate assumes that at least one person from L&A will attend 14 on-site meetings during the construction period.

Applications for Payment
L&A will review Contractor payment applications, and recommend them for approval as appropriate. The County will issue a Certificate for Payment in such amounts as provided in the contract documents. The approval of the Certificate for Payment will constitute a representation by L&A to the County, based on L&A's site observations and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated; that to the best of L&A's knowledge, information, and belief, the quality of work is in accordance with the contract documents; and that the Contractor is entitled to payment in the amount approved.

Submittals, Field Orders and Change Orders
L&A will review and approve or take other appropriate action upon the Contractor's submittals such as construction schedules, shop drawings, product data, and maintain an updated submittal register. L&A will prepare change orders. When required by the County, L&A will prepare RFP's for changes in the construction work. L&A will also prepare Consultant and or Owner-initiated field orders or clarifications and answer Contractor-initiated clarification requests. L&A will render interpretations necessary for the proper execution or progress of the work upon written request of the County or the Contractor.

Interpretations of L&A will be consistent with the intent of and reasonably inferable from the contract documents and will be in written or graphic form. Such actions will be taken with reasonable promptness so as to cause no delay. All RFP's, field orders, change orders and interpretations will be distributed by L&A to the County and Contractor.

During the term of the construction project, L&A will keep track of the project record construction documents (i.e. product submittals, clarifications, meeting minutes and record document). L&A will provide the County with a copy of the project record at the end of the construction project and incorporate them into the regulatory certification reports contained in Task 7, as appropriate.

Substantial and Final Completion Inspections

The Engineer will conduct substantial and final completion inspections in presence of the Engineer, Contractor and County, and will generate and formalize a "punch list" at each inspection event. The Engineer will notify the County and Contractor, in writing, the results of each inspection and corrective actions required by the Contractor for the project to be considered complete. Based on the satisfactory results of the substantial and final inspections by the Engineer and the County project manager, the Engineer will recommend, in writing, final payment to the Contractor and give written notice to the County and the Contractor that the work is acceptable.

Deliverables:

1. *Conformed contract documents to County (2 copies and one CD), Contractor (1 copy and one CD), and FDEP (1 copy and one CD)*
2. *Correspondence with Contractor for Correcting Work in Substantial Completion Punch list*
3. *Preconstruction meeting*
4. *14 on-site coordination meetings with Contractor*
5. *Change orders*
6. *Field orders*
7. *Engineer actions on submittals*
8. *Substantial completion checklists and required corrective actions*
9. *Site visit with FDEP*
10. *Final completion punch list and follow-up with contractor, and*
11. *Recommendation of work acceptance and final payment action.*

Task 6 – Construction Quality Assurance Monitor (CQA Monitor)

L&A will provide qualified CQA Monitors (resident project representatives) during closure construction during critical periods of the work. The CQA Monitors will stay current with the progress and quality of work and evaluate whether the work is proceeding in accordance with the contract documents. On the basis of such observations, the CQA Monitors will keep the County and L&A informed of the progress and quality of the work and shall endeavor to guard the County against defects and deficiencies in the work of the Contractor.

The CQA monitor will perform the following duties:

- Complete daily observation logs, take construction photographs and log field quality control testing for the regulatory certification report;
- Attend meetings with the County and Contractor;
- Assist with observation of the work in progress to determine if the work is proceeding in accordance with Contract Documents;
- Report to Engineer and the County any unsatisfactory work, work progress and coordination issues;
- Collect and perform quality assurance tests;
- Coordinate with the CQA laboratory;
- Provide full-time monitoring during the following critical portions of constructions, assuming a 60-hour work week:
    - Monitor landfill gas collection system installation
    - Grading layer preparation
    - Geosynthetics installation (2 monitors)
    - Protective cover soil installation
    - Other areas of construction occurring concurrently during the above critical parts of the construction project (i.e. ditch and erosion and sedimentation installation).

L&A will subcontract with the qualified CQA testing laboratories to perform the conformance and CQA testing required by the contract documents.

Deliverables:

1. *Photographs (CD)*
2. *Daily construction logs (to be included in FDEP Certification Report)*
3. *QA testing*
4. *Construction Progress Reports*
5. *Insurance of non-compliance reports*

Task 7 – Construction Certification Reporting and Record Drawings

Based upon the documentation of field changes prepared by the Contractor and the notes and records maintained by the CQA staff, L&A will prepare a set of project record drawings for submittal to the County and FDEP. The record drawings will be included with the certification report.

L&A will prepare the construction certification report. This report will include FDEP Form 62-701.900(2), daily observation reports, photographs, QA/QC documentation, record drawings, the Contractor's record surveys and list of changes made to the permit documents during construction. L&A will submit a copy of draft report to the County for review and comments.

L&A will incorporate County's comments into the final report. The reports and drawings will be signed and sealed by a professional engineer registered in Florida. The Engineer will produce a CD containing the electronic file of the submittal and will include a CD copy with each copy of the submittal.

The Engineer will notify the FDEP of construction completion, and in accordance with the Permit(s) conditions will coordinate and schedule a formal site visit by the regulatory agency personnel after the submittal of the Certification documents. The Engineer will attend the site visit meeting with FDEP, and conduct a walk-through of the construction projects with FDEP personnel. The Engineer will respond to FDEP requests for additional information to obtain the Certifications of Completion.

Deliverables:

1. *ERP Certification report (2 copies to FDEP, 2 copies to County)*
2. *FDEP Closure certification report (2 copies to FDEP, 2 copies to County)*
3. *Responses to regulatory requests for additional information (2 copies to FDEP, 1 copy to County)*

ADDITIONAL ASSUMPTIONS

1. One contract will be awarded for the Closure. The time between the Contractor's Notice to Proceed and the Date of Substantial Completion will be no more than 18 weeks. Additional fee will be requested for CQA services for any time beyond this.
2. As of this task order date, a closure permit application has not been prepared or submitted to the Florida Department of Environmental Protection (FDEP). The costs included in this scope of work that are based on L&A's experience with similar projects. Additional work may become necessary as a result of the issued construction permit.
3. This scope of work does not include inspections, engineering reviews or site visits during the Contractor's warranty period time, after the Notice of Final Completion has been

issued.

4. Dewatering activities will not be performed during construction.
5. Except for gradation, USCS classification, density and moisture testing, the testing for access and perimeter road construction will be coordinated and paid for by the Contractor.
6. The design intent of the permitting documents will not change.
7. Bid advertisement and permit fees will be paid by the County.
8. Surveying will be performed by the Contractor.
9. The County will provide front-end contract documents (i.e. Bid Solicitation Notice, Bidder Qualifications Forms, Construction Agreement, General and Special Conditions of the Contract, Bid Form and other specifications in Divisions 0 and 1 of the issued Bid).

FEE ESTIMATE

Based on the scope of work presented above, the estimated time and material not-to-exceed cost for these services is $385,000. Labor will be billed at the 2015 rates specified in the Leon County/L&A Master Services Agreement.

We appreciate the opportunity to continue to be of service to Leon County. If you have any questions, please call me at 352-672-6867.

Sincerely,

John D. Locklear, P.G.
President
Locklear & Associates, Inc.

Locklear & Associates
Engineering & Environmental Consulting

May 12, 2015

Mr. Robert Mills
Leon County Solid Waste Director
7550 Apalachee Parkway
Tallahassee, FL 32311

RE: Proposal to Prepare Closure Permit Application Package
Leon County Solid Waste Management Facility
Solid Waste Engineering Master Services Agreement - Task Authorization # 11

Dear Mr. Mills:

As requested, Locklear & Associates, Inc. (L&A) has prepared this scope of services to provide professional engineering services to Leon County for a closure permit application for final closure of the Leon County Solid Waste Management Facility. A detailed scope of services is provided below.

SCOPE OF SERVICES

Task 1 – Project Kick-Off Meeting and Existing Infrastructure Review

L&A will meet on-site with the Leon County to review the limits of closure, access road location, intermediate cover thickness, existing and potential on-site landfill soil cover materials, existing locations of stormwater management structures and channels, leachate collection system layout, landfill gas collection/control system, utilities, and other details that will need to be incorporated into the final cover design. It is anticipated that the following information at a minimum will be necessary:

- As-built bottom liner anchor trench within the closure area.
- Most recent permitted final cover grades.
- Current topographic survey and site survey within the limits of proposed cover.
- Permitted final cover and bottom liner anchor trench detail.
- Roadway and structures within closed area.
- Existing and proposed stormwater structures on the final cover and perimeter conveyance system.
- Laboratory test data of the existing intermediate cover and proposed final cover soil stockpiles (e.g. particle size distribution, USCS classification, permeability, shear test data).
- Location of leachate cleanouts and risers and other utilities (including electrical) at the toe of the slope.

4140 NW 37th Place, Suite A, Gainesville, FL 32606 P: (352) 672.6867 F: (352) 692.5390

- As-built pipe sizes of LFG headers, laterals and wells.
- Details of condensate collection and removal systems.
- Leachate riser and cleanout pipes to be penetrated through the final cover.

Task 2 – Preliminary Conceptual Design

L&A will develop preliminary layout drawings for the County's review at a 10%- level. The drawings will contain the proposed grading plan of the closure area and details containing the final cap profile, stormwater collection and landfill gas components. These drawings may be used during the FDEP Pre-Application meeting. L&A will evaluate potential alternatives to the current permitted closure system.

Task 3 – FDEP Pre-Application Meeting

L&A will coordinate with both County staff and FDEP Tallahassee staff to conduct a pre-application meeting for the closure project. L&A will prepare an agenda and meeting materials. L&A will lead the discussion and take meeting notes. Final meeting notes will be prepared and distributed to meeting attendees. Upon receipt of comments, L&A will finalize the meeting notes as part of the project record.

Task 4 – Closure Permit Application

Upon receipt of comments described in Tasks 1-3, L&A will initiate production of the permit application and drawings for a Subtitle D closure system. The proposed final cap system profile will be, from bottom to top, 12-inches of intermediate cover soil, HDPE or LLDPE geomembrane, geocomposite, 18-inches of cover soil and 6-inches of topsoil. The existing landfill gas collection system design will be included in the application unless the County elects to eliminate the system. The permit application package will be submitted on appropriate forms and will include the information required in FAC 62-701.500 and 62-701.600. The permit application drawing set will likely include:

- Cover Sheet
- General Notes
- Site Plan with Aerial Photo
- Topographic Survey (supplied by others)
- Project Area Existing Surface Conditions
- Proposed Closure Grading Plan
- Access Road Design
- Stormwater Management System Details
- Miscellaneous Details
- Sections
- Erosion and Sediment Control

The Class I landfill closure permit application will include the following:

- FDEP Permit Application Form
- Closure Engineering Report
- Veneer Slope Stability

- Geocomposite Drainage Analysis
- Geotextile Analysis
- Landfill Gas Collection
- Water Quality Monitoring Plan
- Site Drainage
- Long-Term Care Plan
- Construction Quality Assurance Plan
- Technical Specifications
    - Surveying
    - Earthwork – Intermediate Cover (Geomembrane Subgrade), Cover Soil and Topsoil
    - Geomembrane
    - Geocomposite
    - Geotextile
    - Piping
    - Asphalt Pavement
    - Stormwater Controls

L&A will provide Leon County one draft copy of the application at both the 60% and 90%-design completion levels. L&A will address the County's comments prior to submitting the permit application package to the FDEP. L&A will submit four copies of the permit submittal documents and drawings to the FDEP and submit two final copies to the County. Additionally, L&A has budgeted for one on-site meeting with County staff to finalize permit application documents.

Task 5 – FDEP Requests for Additional Information and Permit Review

L&A has included a cost for addressing additional information that may be requested by the FDEP. L&A will correspond with the FDEP reviewers to make sure that our approach to each item adequately addresses the FDEP's question or request. Upon receipt of the permit, L&A will review the draft closure permit conditions on behalf of the County to ensure that they are all consistent with the intentions of the permit application and consistent with the current rules and regulations. L&A will provide the County with draft copies for review and address the County's comments before preparing the final submittals.

Assumptions

- Leon County will be responsible for costs associated public notices, surveying and permit application fees. It is anticipated the FDEP closure permit fee will be $7,500.
- L&A assumes that no modifications to the facility's Environmental Resource Permit and landfill gas collection design are necessary to permit the proposed closure system. L&A will incorporate existing stormwater and landfill gas control system design in the permit closure application but detailed calculations (i.e. terrace and culvert sizing) and design (i.e. landfill gas header placement) are not included in this scope of work.
- L & A will provide a separate scope of work and cost estimate for construction-level drawings, bid assistance and construction assistance.

FEE ESTIMATE

Based on the scope of work presented above, the estimated time and material not-to-exceed cost for these services is $135,000. Labor will be billed at the 2015 rates specified in the Leon County/L&A Master Services Agreement.

We appreciate the opportunity to continue to be of service to Leon County. If you have any questions, please call me at 352-672-6867.

Sincerely,

John D. Locklear, P.G.
President
Locklear & Associates, Inc.

Projected Leon County Landfill Closure Schedule		
	Start	**End**
Phase I - Closure Permitting		
BOCC Approval and NTP	07/07/15	07/07/15
Notify DEP of Intent to Close	07/08/15	07/08/15
Preliminary Parks Planning		
Kick-off meeting and infrastructure review	07/13/15	07/17/15
Preliminary conceptual design	07/20/15	08/07/15
DEP pre-app meeting and feedback	08/10/15	08/14/15
Notify Public of Intent to Close	08/14/15	08/14/15
Parks Public Outreach		
Closure permit application preparation	08/17/15	09/11/15
DEP application review	09/14/15	10/09/15
Cease acceptance of Marpan waste	09/30/15	09/30/15
Begin acceptance of collection center waste	09/30/15	
Topographic Survey (to be used in Phase II)	09/30/15	10/30/15
Respond to DEP comments	10/12/15	10/30/15
DEP permit issuance	11/02/15	12/02/15
Parks Final Plan		
Phase II - Construction		
Bid document preparation	12/03/15	01/29/16
Advertise bid	02/01/16	02/26/16
Review bids and finalize contract	02/29/16	03/11/16
Substantial completion	03/14/16	09/10/16
Final completion	09/11/16	10/11/16
Closure construction certification	10/12/16	11/02/16
Declaration to the Public	11/03/16	11/03/16

DRMP

Wood+Partners Inc.
Landscape Architects
Land Planners
WPi

Apalachee Regional Park Master Plan (+/-600 AC; Leon County Florida) – This document is a top level scope and fee range for master planning and preliminary engineering associated with build out of the Apalachee Regional Park in Leon County.

Task 1 – Data Collection, Inventory, and Base Map

Fee Range: $6,000.00 - $9,000.00 *Schedule Range: 1-2 Months*

Description: Attend project kick-off meeting and site visit with Leon County to project site. Attend meeting with Leon County Staff to gather background documents, discuss goals and objectives, and program for master plan development. Prepare base map materials for development of master plan. Issue summary report related to above activities.

Task 2 – Site Analysis / Opportunities + Constraints

Fee Range: $4,800.00 - $7,500.00 *Schedule Range: 1-2 Months*

Description: Develop Existing Conditions Map for project site. Using Existing Conditions Map, prepare an Opportunities and Constraints Map detailing existing natural and man-made features of the site to establish a direction for development of the Preliminary Conceptual Master Plan. This task also includes coordination with the County's landfill consultant to determine constraints associated with landfill closure, including placement of structures, parking, stormwater and other infrastructure.

Task 3 – Demographic & Trend Analysis, Crowd-Sourcing Project Website, and Market Analysis / Needs Assessment / Project Program

Fee Range: $18,500.00 - $29,500.00 *Schedule Range: 2-3 Months*

Description: Develop an understanding of the demographic environment for the County to understand market area and user groups and to determine changes occurring in the County to make program development decisions to accommodate changes. Develop, host and maintain a crowd sourcing website to maximize user engagement of millennials and broader community to provide on-going project updates and crowd source information in support of developing the project program.

Analyze all major direct and indirect service providers and the facilities, services / programs administered at the local and regional level. Compare findings against Leon County. Based on findings prepare a Needs Assessment and Project Program.

1211 Miccosukee Rd. ■ Tallahassee ■ FL 32308
850.391.0360 ■ www.woodandpartners.com
Tallahassee ■ Hilton Head
FL LC#0000364

Posted at 11:00 p.m. on June 29, 2015

DRMP

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Landscape Architects
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Task 4 – Public Involvement

Fee Range: $12,000.00- $18,000.00 *Schedule Range: 1–2 Months*

Description: Prepare for and attend focus group sessions with County identified stakeholder representatives to collect input related to facility programing and needs. Present findings from Program / Needs Assessment and focus group sessions at an open house meeting. Collect citizen input during open house meeting. Prepare a summary report detailing finding from public involvement.

Task 5 – Preliminary Conceptual Master Plan

Fee Range: $13,000.00 - $17,000.00 *Schedule Range: 1–2 Months*

Description: Initiate development of Preliminary Conceptual Master Plan development multiple options (for in-house use) that tests findings of program / needs assessment and public involvement findings. Refine Preliminary Conceptual Master Plan and present to Staff for review and comment. Refine Preliminary Conceptual Master Plan based upon Staff review and comment. Present Preliminary Conceptual Master Plan at an open house meeting. Coordinate master plan with County's landfill consultant to verify that proposed plan is consistent with landfill closure requirements (see also Task 2).

Task 6 – Final Conceptual Master Plan

Fee Range: $10,500.00 - $14,000.00 *Schedule Range: 1-2 Months*

Description: Refine Preliminary Conceptual Master Plan based upon input collected during the open house meeting. Prepare Preliminary Opinion of Probable Construction Cost and Phasing Plans. Issue Final Conceptual Master Plan, Preliminary Opinion of Probable Construction Cost and Phasing Plans for client review and comment.

Task 7 – Project Management and Coordination

Fee Range: $3,000.00-5,000.00 *Schedule Range: Throughout Project*

Total Cost Range: 67,800 to 100,000.00

Schedule: 6 to 10 months allowing some overlap in schedule ranges for tasks above.

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Leon County
Board of County Commissioners

Notes for Agenda Item #19

Leon County
Board of County Commissioners

Cover Sheet for Agenda #19

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Final Report on the Fairgrounds Sense of Place Initiative

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wayne Tedder, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Barry Wilcox, Division Manager Brian Wiebler, Principal Planner Daniel Donovan, Urban Design Senior Planner Joshua Pascua, Management Analyst

Fiscal Impact:

This item does not have a fiscal impact. However, the sales tax extension has $12 million allocated for the Fairgrounds which, in the future, can be used to implement some or all of the recommendations contained in the study.

Staff Recommendation:

Option #1: Accept the final report on the Fairgrounds Sense of Place Initiative.

Option #2: Direct staff to schedule a presentation to the Blueprint Intergovernmental Agency to convey the information in the Market Report.

Option #3: Direct staff, prior to future investment in the fairgrounds, to prepare an agenda item providing options for the long-term lease and property management needed to support the future community investment on the Fairgrounds site.

Option #4: Direct the Planning Department to bring back an item to initiate a Comprehensive Plan amendment and rezoning for the Fairgrounds site.

Report and Discussion

Background:
At the December 9, 2013 Board of County Commissioners Strategic Planning Retreat, the Board adopted a Strategic Initiative to institute a sense of place initiative for the Fairgrounds and subsequently allocated $50,000 to support the initiative.

Capital improvements to enhance the Fairgrounds were identified as a sales tax project in the Interlocal Agreement for the Blueprint 2020 Infrastructure Surtax (penny sales tax) by the Board on May 13, 2014 (Project #23 - Beautification and Improvements to the Fairgrounds). On November 4, 2014, Leon County Voters approved the extension of the penny sales tax, potentially creating a funding source for significant improvements to the Fairgrounds. The Blueprint Intergovernmental Agency that governs the penny sales tax has not yet prioritized the funding level and implementation time line for projects identified in the penny sales tax interlocal agreement.

Based on the Fairgrounds penny sales tax project, the Fairgrounds sense of place initiative project was redirected to conduct a market study and consider potential improvements at the Fairgrounds. The analysis section of this report provides staff recommendations and information on the Market and Financial Feasibility Study Report of the North Florida Fairgrounds prepared by Markin Consulting (Attachment #1). Rod Markin, President of Markin Consulting, is also scheduled to provide a presentation on the market report at the Board Meeting.

Although the Fairgrounds site is owned by Leon County, it is operated and controlled by the North Florida Fair Association through a long-term lease agreement that extends to the year 2067. The Board has previously explored the possibility of relocating the Fair Association activities as a tool to allow for more development and economic activity on the site. A history of these actions is included in Attachment #2. Relocation of the Fairgrounds has been deemed financially unfeasible in the past and as such, relocation of the Fairgrounds was not considered as part of this project. Additional background information is provided in the status report provided to the Board on January 27, 2015 (Attachment #3).

Accepting the final report on the Fairgrounds Sense of Place Initiative is essential to the following revised FY2012-2016 Strategic Initiative that the Board approved at the January 27, 2015

- Institute a Sense of Place initiative for the Fairgrounds (2014).

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

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1 – 2012)
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4 - 2012)
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4 - rev. 2013)

Analysis:

The Market and Financial Feasibility Study Report of the North Florida Fairgrounds (Market Report) is intended to:

- Provide information on the current and anticipated market for activities at the Fairgrounds;
- Recommend facility and site improvements to meet any identified market opportunities;
- Provide information on the long-term financial feasibility of supporting any recommended facility improvements; and
- Assess whether selling or leasing portions of the Fairgrounds for private development is a feasible option, while retaining the Fair Association operations on the remaining lands.

The Market Report is intended to provide a foundation for future creation of a development program option for the Fairgrounds penny sales tax project. The Market Report does not consider full relocation of the Fair Association operations to a new site to allow for full private redevelopment of the existing Fairgrounds site. The Fairgrounds site has been the subject of various past reports and actions regarding potential redevelopment. A history of these actions is included in Attachment #2.

Throughout the Market Report development process, staff and consultants engaged Fairgrounds stakeholders, including representatives from the North Florida Fair Association, County Extension, City Parks, Leon County Schools, Economic Development Council, County Tourism Development, County Public Works, and County Administration. On June 15, 2015, this stakeholder group reviewed the Market Report and provided feedback to staff.

The following portion of the analysis provides a summary of key points from the Market Report, including information on: private development options, expanded and new market opportunities, facility recommendations, operating approach, projected operating revenues and expenses, and estimated economic impacts. This Market Report summary is followed by a look at next steps.

Private Development Options

The Market Report concludes that any type of private development on out parcels of the Fairgrounds is not considered feasible at this time. This conclusion is based on a Retail Opportunity Gap analysis by The Nielson Company. The Retail Opportunity Gap analysis concluded that some opportunities appear to exist for Building Materials and Garden Equipment Stores, Gasoline Stations and Electronic and Appliance Stores. However, using the general per square foot sales by store type, those three top ranked opportunities would only support stores that are substantially smaller than would typically be built (indicating some market opportunity, but not enough for a full store). Additionally, these types of retail/commercial developments are not compatible with and supportive of year-round activities and the annual North Florida Fair that would also remain on the site.

Expanded and New Market Opportunities

The Market Report did identify several expanded and new market opportunities for facilities at the Fairgrounds. These opportunities were identified based on factors affecting demand for facilities (i.e., location, area economics and demographics, competitive factors, and usage trends) and interviews/surveys of stakeholders and current and potential users of the facilities. The Market Report includes low and high scenarios with details on event days, uses, and square footage requirements for the identified opportunities. The following expanded new market opportunities were identified in the Market Report:

- Regional consumer and public shows, as well as local specialty sales events
- Indoor sports tournaments, such as volleyball, cheerleading and dance
- Festivals (music, ethnic, community, etc.)
- Spectator events such as martial arts and wrestling
- Small animal shows, such as dog, cat, bird and rabbit
- Banquets, receptions, fundraisers and similar events
- State and regional RV rallies
- Community events and users

Facility Recommendations

The Market Report determined that there exists current and potential future market demand/support for a new multi-use exhibition building at the Fairgrounds. Details on the recommended facility and improvements with estimated costs follow:

Exhibition Building: Estimated Cost $11,787,500

- 35,000 to 40,000 square feet of rentable exhibition space, including clear-span, high-ceiling flat floor multi-purpose space, dividable into 2 separate spaces
- 2,000 square feet of meeting space dividable into 3 to 4 smaller meeting space areas
- Catering kitchen that is expandable to a full commercial kitchen as needed
- Restrooms to serve separate function areas
- Foyer area for pre-function space
- Multiple concession areas servicing the large exhibition space
- Show office with technology amenities
- Close proximity/adjacent to paved parking

Upgrades and Beautification: Estimated Cost $3,500,000

- New fencing and gate entries
- On-grounds landscaping and beautification
- Electrical infrastructure upgrades

The total estimated cost for the recommended facility and improvements is $15,287,500. The Market Report includes some preliminary discussion regarding possible locations for the new exhibition building on the Fairgrounds site. However, staff recommends that site planning for any future facility be considered in conjunction with the outreach, design, and engineering for a future Blueprint 2020 project.

Leon County Division of Tourism Development (LCTD) is currently working with twenty-five indoor sporting events in FY1 5 that could fit/support the facility recommended by the Market Report for the Fairgrounds. These events are all currently utilizing other facilities within Leon County. If the recommended Fairgrounds facility were available, the majority of these sporting events could be consolidated from three or more facilities to the one Fairgrounds facility. Hosting the events at a single facility would benefit the tournament director, competitors and visitors alike.

Of these existing facilities located in Leon County, none are available year round without a 'first user' (Florida State University athletes, Florida State University students, Leon County School students, Tallahassee Community College athletes, etc.) and all have limited availability of time for outside events that generate a community-wide visitor spending impact. The ability to schedule sporting events with limited/no conflicts would be an added advantage to bringing in new events and growing the quantity and size of the existing events.

To give an example of how the recommended facility could be used for indoor sporting events, the proposed space could hold six college-size basketball courts (approximately 39,432 square feet with an undetermined amount of space needed for ancillary spectator and pedestrian use). The space needed for six basketball courts could alternatively hold 12 volleyball courts, 12 wrestling mats, 12 cheerleading floors, as well as abundant space for dance, gymnastics, martial arts, and other indoor sporting activities. Additionally, the Fairgrounds facility would need to have sport court (sport flooring) available, scoreboards, flexible seating options, appropriate court dividing nets, competition level goals, and the other necessary equipment will allow the venue to be supportive of sports tournaments.

The recommendation of 40,000 square feet of open event space is very close to the space needed for Leon County to attract large indoor tournaments the community has not been able to host. The proposed facility could provide a cost savings for event owners (or LCTD) who must currently pay multiple facility rentals and facility staff to hold a single event in multiple venues. The indoor Fairgrounds facility would allow LCTD to market a venue that does not exist for more than 270 miles. LCTD is currently working with tournament directors that can utilize six basketball courts or twelve volleyball courts and this venue would drastically increase their ability to promote the events. In the current situation, tournament directors are running into situations where they are turning teams away because facilities are not available to expand the tournament. The proposed facility would allow for the local sports tourism market to grow, including the expansion of wrestling tournaments, more gymnastic, martial arts, cheerleading, and dance competitions.

Tables #1 and #2 provide the estimated number of visitors and visitor spending impact from a single three-day basketball or volleyball tournament, respectively.

Table #1: Visitor Impact from a Single 3-Day Basketball Tournament

Basketball	Teams	Competitors	Estimated Visitors	Days	Visitor Spending Impact
1 Court	8	96	144	3	$50,112.00
4 Court	32	384	576	3	$200,448.00
6 Court	48	576	864	3	$300,672.00

1 Court = 8 Teams
1 team = 12 roster positions
Visitors = 1 Athlete x 1.5

Table #2: Visitor Impact from a Single 3-Day Volleyball Tournament

Volleyball	Teams	Competitors	Estimated Visitors	Days	Visitor Spending Impact
1 Court	8	80	120	3	$41,760.00
8 Court	64	640	960	3	$334,080.00
12 Court	96	960	1440	3	$501,120.00

1 Court = 8 Teams per day
1 team = 10 roster positions
Visitors = 1 Athlete x 1.5

There are numerous regional, state, national and international competitions that are not sports at all. These competitions include musical instruments, card games such as bridge or cribbage, video gaming, indoor archery and much more. Numerous tradeshows and musical festivals could also take advantage of the recommended facility and the vast outdoor areas of the Fairgrounds site.

Operating Approach

The Market Report identifies the need to hire a full time Event Coordinator and approximately two additional maintenance staff members in order to operate the recommended exhibition building. The Report also notes that it will be important to work in close relationship with LCTD and local sports organizations to attract the identified sports tournaments and to co-market the entire Fairgrounds with LCTD and other organizations to help ensure its overall success.

If the Board is interested in making major investments at the Fairgrounds, such as those recommended in the Market Report, staff notes that it will be necessary to evaluate the existing lease agreement with the Fair Association and negotiate a management structure to protect the community investment.

Currently, the County's primary means of participating in the management and operation of the Fairgrounds Leased Premises is the requirement that the County and the Fair Association agree on any matters involving the development and construction of improvements and facilities.

Before the Fair Association can construct any improvements or facilities, or otherwise develop the Leased Premises, the County must first be in agreement with such construction or development. Likewise, however, if the County wishes to undertake any redevelopment of the Fairgrounds involving the Leased Premises, the Fair Association must first be in agreement.

Projected Operating Revenues and Expenses

The Market Report provides projected revenues and expenses for the proposed exhibition building at the Fairgrounds. The projected cash flows are based on the rental rates, projected utilization of the exhibition building, and the estimated revenues and expenses associated with operating the facility. The Market Report provides a detailed breakdown of these variables, utilizing the same low and high scenarios identified for the new and expanded market opportunities. Table #3 provides a summary of this information, identifying an average projected cash flow of $185,000 per year.

Table #3: Projected Incremental Revenues, Expenses, and Cash Flow for an Exhibition Building at the Fairgrounds

	Low Scenario $	**High Scenario $**	**Average Scenario $**
Projected Total Revenues	519,000	654,000	586,500
Less Existing Revenues	(93,000)	(93,000)	(93,000)
Incremental Revenues	426,000	561,000	493,500
Incremental Expenses	(265,000)	(351,000)	(308,000)
Incremental Cash Flow	**161,000**	**210,000**	**185,500**

Staff notes that this level of cash flow would be insufficient to support debt financing for the projected $15 million cost to construct the Market Report's recommended improvements unless additional funding is contributed. The Market Report's recommendations anticipate $12 million being contributed from Blueprint as part of the Fairgrounds penny sales tax project. The recommended improvements would serve as a community amenity and help increase economic activity.

Estimated Economic Impacts

The Market Report includes estimates of the potential economic and fiscal impacts of visitors to the Leon County area resulting from specific potential events that attract visitors to the area. The Report identified sports tournaments and regional RV rallies as the two primary event types that would result in non-local participant spending. A detailed approach and methodology for calculating the economic impact is included the Report. Table #4 provides a summary of this information. Averaging the high and low scenarios yields an estimated annual economic impact of almost $2.4 million with $135,500 in state and local sales and lodging tax revenues.

Table #4: Summary of Estimated Annual Economic Impacts From New Events Attracted to Tallahassee/Leon County

Event Type	**Low Scenario**	**High Scenario**
Regional RV Rallies	$465,000	$978,000
Sports Tournaments	$1,334,000	$2,002,000
Total Annual Impacts	$1,799,000	$2,980,000
State and local sales and lodging tax revenues	$101,000	$170,000

Next Steps
The Market Report is a critical deliverable in the Board's Strategic Initiative to institute a sense of place for the Fairgrounds. If the Board is interested in pursuing the exhibition building and improvements recommended in the Market Report as the Fairgrounds penny sales tax project, it will be important to convey this information to the Blueprint Intergovernmental Agency while the process for project prioritization is occurring. Prior to future investment in the fairgrounds, staff recommends the Board consider an agenda item providing options regarding the long-term lease and property management needed to support the future community investment on the Fairgrounds site.

In preparation for improvements to the Fairgrounds, staff looked at the zoning of the Fairgrounds parcel and surrounding area. Currently the Fairgrounds site Future Land Use Map designation in the Comprehensive Plan is split between Recreation/Open Space on the portion near Monroe Street and Government Operational on the remainder of the property (Attachment #4). Current zoning includes a mix of Open Space, Office Residential-2, and a Planned Unit Development (PUD) from 1988. Staff recommends that a Comprehensive Plan amendment and rezoning be initiated to ensure the proper designations are in place to allow for future development of the recommended exhibition building.

Options:

1. Accept the final report on the Fairgrounds Sense of Place Initiative.
2. Direct staff to schedule a presentation to the Blueprint Intergovernmental Agency to convey the information in the Market Report.
3. Direct staff, prior to future investment in the fairgrounds, to prepare an agenda item providing options for the long-term lease and property management needed to support the future community investment on the Fairgrounds site.
4. Direct the Planning Department to bring back an item to initiate a Comprehensive Plan amendment and rezoning for the Fairgrounds site.
5. Do not accept the final report on the Fairgrounds Sense of Place Initiative.
6. Board direction.

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

Attachments*:*

1. Market and Financial Feasibility Study Report of the North Florida Fairgrounds
2. History of Reports and Actions Regarding Redevelopment of the Fairgrounds Site
3. January 27, 2015 Status Report on the Fairgrounds Sense of Place Initiative
   Map of Fairgrounds Site Current Land Use Designations

Market and Financial Feasibility Study Report of the North Florida Fairgrounds

Prepared for Leon County, Florida

April 27, 2015

Submitted by:

MARKIN CONSULTING ■ MAPLE GROVE, MINNESOTA

MARKIN CONSULTING

April 27, 2015

Mr. Brian Wiebler
Principal Planner
Tallahassee – Leon County Planning
300 South Adams Street
Tallahassee, Florida 32301

Dear Mr. Wiebler:

Markin Consulting is pleased to submit our ***Market and Financial Feasibility Study Report of the North Florida Fairgrounds (the Fairgrounds)***, dated April 27, 2015. Our report details the approach, methodologies, research, analyses and results of (1) assessing the community needs and market demand potential for new/expanded event facilities at Fairgrounds and (2) analyzing the financial and economic impacts associated with operating recommended facilities.

The findings and assumptions contained in this report reflect analyses of secondary sources of information and data, including data obtained from the State of Florida, City of Tallahassee and Leon County, as well as management of the North Florida Fair Association. We used sources that we deemed to be reliable but cannot guarantee their accuracy. We have no obligation, unless subsequently engaged, to update our report or revise the information contained therein to reflect events and transactions occurring after the date of this report.

The accompanying report is restricted to internal planning use by Leon County and may not be relied upon or referred to by any third party for any purpose including financing. Our analysis does not constitute an examination, compilation or agreed upon procedures in accordance with the standards established by the American Institute of Certified Public Accountants.

We have appreciated working with Leon County and the North Florida Fair Association on this important analysis.

Sincerely

Rod Markin, President

120 Woodland Pond Park ■ 12072 87th Place N. ■ Maple Grove, MN 55369 ■ Phone 763-493-3968 ■ Fax 763-322-5013

NORTH FLORIDA FAIRGROUNDS STUDY

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PROJECT DESCRIPTION

Background and Objectives

This report was prepared for Leon County by Markin Consulting. It details the results of our assessment to determine potential market support and analyses of financial and economic impacts of improving event facilities at the North Florida Fairgrounds (the Fairgrounds).

The objectives of the market study were to:

- Determine the level of potential market demand (niches and target markets) for the Fairgrounds' facilities, on the basis of potential market position, competition, needs of the annual North Florida Fair (the Fair), any unsatisfied demand segments, community needs, support services, site location, appropriate mix and sizing of facilities, and other factors
- Recommend the facilities needed to successfully attract and retain the target markets and meet Fair needs, on the basis of the potential market support, community needs, support services, and competition, for event facilities (the Recommended Facilities)
- Assess and quantify the financial and economic impacts of the Recommended Facilities

Approach

Markin Consulting, in conducting the market demand and financial and economic impact analyses, performed the following work steps:

- Toured the Fairgrounds site, facilities and surrounding areas to assess location factors and their impacts on potential events, activities and facility needs
- Researched and analyzed the impact of demographic and economic trends of the Fairground's market area on potential demand for facilities at the Fairgrounds
- Researched and assessed the quality and quantity of community resources (lodging, restaurants, attractions, etc.) in proximity to the Fairgrounds that would appeal to, and support, potential users of Fairground facilities
- Identified, researched and assessed facilities that would be considered competition for events and activities at the Fairgrounds
- Conducted research, analyses, interviews and surveys of key stakeholders, current renters and potential users of the facilities at the Fairgrounds to identify level of interest in hosting their event at the Fairgrounds, event size and duration, time of year and facility/service needs
- Evaluated and analyzed private development opportunities for parcels at the Fairgrounds site
- Developed estimates of potential uses of facilities at the Fairgrounds and recommended specific facility components necessary to successfully attract and retain the identified target markets (the Recommended Facilities)
- Prepared analyses of the financial and economic impacts of building and operating the Recommended Facilities

Conditions of the Study

This report is to be used for facility planning at the North Florida Fairgrounds only. It is not to be used for any other purpose. This report may not be referred to or included in any prospectus, or as a part of any offering or representation made in connection with the sale of securities to the public.

Although we believe that the information and assumptions set forth in this report constitute a reasonable basis for the estimates of usage, the achievement of any estimate may be affected by fluctuating economic conditions and the occurrence of other future events that cannot be anticipated. Therefore, the actual results achieved will vary from the estimates and such variations may be material.

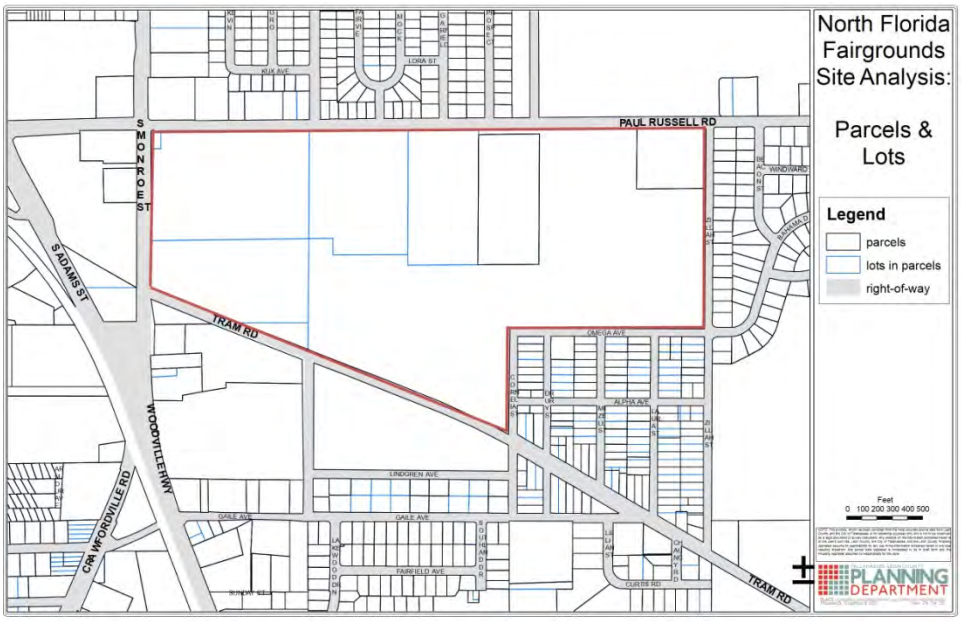
The terms of our engagement are that we have no responsibility to update this report or to revise the estimates because of event and transactions occurring subsequent to the date of this report.

Overview of Current Fairgrounds and Related Properties

This section presents an overview of key ownership, leases, buildings/structures and recent usage trends at the North Florida Fairgrounds.

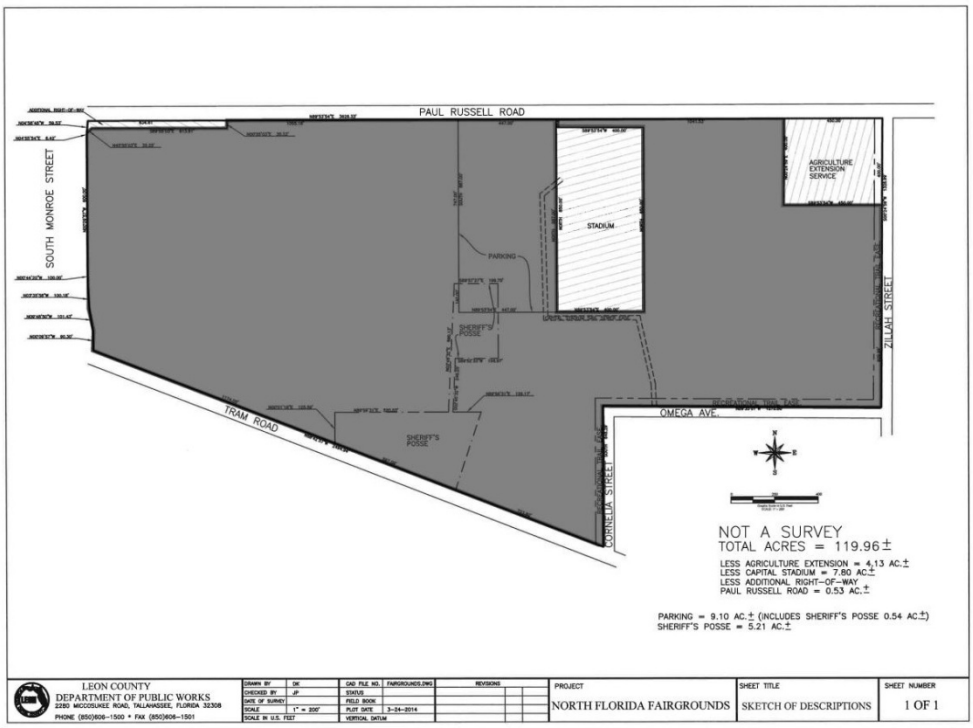
Fairgrounds Parcels, Lots and Leases

Our study involved a review and assessment of not only the property, buildings and structures known as the North Florida Fairgrounds, but also parcels and lots adjacent to the Fairgrounds property. The layout below shows the entire property owned by Leon County and leased to various organizations and entities that is the subject of this study.



The above highlighted property includes the parcel that was originally leased to the North Florida Fair Association (the Fair Association) in 1959 and comprises approximately 107.5 acres.

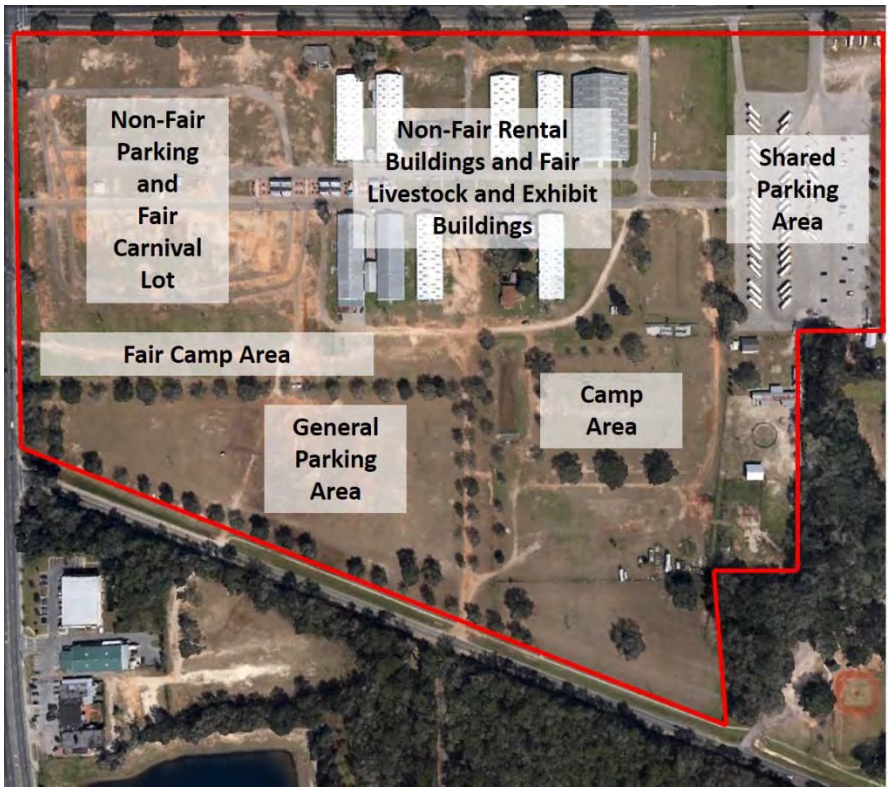
The dark area of the layout below shows the property that was leased to the Fair Association. The areas labeled "Stadium" and "Agriculture Extension Service" were excluded from the original leased property and are controlled by Leon County Schools and Leon County Cooperative Extension Service, respectively. The Stadium parcel is the site of Cox Stadium, a football complex. The Agriculture Extension Service parcel is the site of the offices of Leon County Cooperative Extension.



The Fair Association's lease of the Fairgrounds Property, most recently amended in 1995, extends to December 31, 2067 and provides for the Fair Association to maintain the grounds and improvements, subject to four additional ongoing uses not associated with the Fair Association's activities:

- The 9.1-acre parking lot abutting Cox Stadium is used by the Leon County School Board for parking in conjunction with its use of Cox Stadium pursuant to an August 1989 Joint Use Agreement with the Fair Association
- A 5.2-acre portion of the leased property abutting Tram Road is used for the sheriff's Mounted Patrol Facility and for the County's livestock impoundment area pursuant to a September 1999 Joint Use Agreement with the Fair Association
- An approximate 20.1-acre portion of the leased property abutting Tram Road is maintained by the City of Tallahassee for its Capital Park facility pursuant to the May 2005 Parks and Recreation Agreement, as amended in February 2008, between the City of Tallahassee and the County; and
- A 2.6-acre recreational trail is maintained by the city of Tallahassee along the easternmost boundary of the Fairgrounds property, 2.28-acres of which lies within the leased premises, pursuant to the Recreational Trail Easement conveyed by the County in June 2008 pursuant to Board Resolution 08-19

The portion of the leased property by the Fair Association in its operations consists principally of the parcels, buildings and structures shown in the aerials below.



Fairground Facilities

Following is an overview of principal spaces, buildings and structures shown on the previous page.

Carnival/Parking Lot

The western side of the Fairgrounds consists of a large open grass space (with paved access road) that is used as the location of the midway, games and carnival food concessions during the annual North Florida Fair (the Fair) and for event parking and outdoor exhibits during the remainder of the year.

Buildings 1, 3, 7 and 9

Located on the north side of an east-west central mall, Buildings 1, 3, 7 and 9 are metal-skin steel structures with no climate controls. These buildings are used for the floral exhibits, agricultural displays, poultry and petting zoo and goats and other small animals during the Fair.

Livestock Barn

Sited on the north east side of the Fairgrounds, the Livestock Barn is a large metal building, with multiple roll-up and man door access points. It is used for housing beef and dairy cattle during the annual Fair and is available to rent the remainder of the year.

Buildings 2 and 4

Located across the central mall area from Buildings 1 and 3, Buildings 2 and 4 are the only heated and air-conditioned buildings with finished interiors. Advertised at about 12,000 square feet per building, their interiors are slightly smaller than 12,000 sq. ft. after considering their interior finishes, including a kitchen area in Building 2. During the Fair, Building 2 is used for Home and Fine Arts exhibits. Building 4 houses commercial exhibitors during the Fair.

These two buildings are the most rented of all buildings for events and activities throughout the remainder of the year, as detailed on page 13.

Building 6

Neighboring Building 4, this metal building is similar in design and size as Building 1 and 3. During the Fair, Building 6 is home to 4-H exhibits and activities.

Building 8

This structure is a storage building and is not used for programming during the Fair nor is it rented for any non-Fair events or activities.

Information and Concession Structures

On the western end of the central mall corridor are large concrete structures that are used for disseminating information to Fair patrons and for non-profit organizations to sell food concessions. These spaces are available for rent the remaining of the year.

Restrooms

The Fairgrounds has 3 permanent restroom buildings on the grounds. One is located between Buildings 2 and 4 (accessed from the outside only), one is sited just northwest of Building 1 and one is located adjacent to Building 8 fronting the central mall corridor.

Camping Area

Areas marked on the map (page 5) as camp area consist of electric and water hook-ups. According to management of the Fair Association, the Fairgrounds has about 500 identified camp sites.

Ingress/Egress

The Fairgrounds has a number of access points that are used by patrons either for the Fair or for non-Fair events. During the Fair, the shared paved lot between the Fairgrounds and Cox Stadium experiences the highest volume of traffic (off Paul Russell Road), followed by the general parking areas accessed off Tram Road. During non-Fair events, parking is generally sited in the west carnival/parking lot and is accessed off South Monroe Street. The shared paved parking lot is available for only a few non-Fair events.

Recent Usage Trends of Fairground Facilities

To assess the recent historical use of buildings, structures and spaces at the fairgrounds, we used event and building use reports for the calendar years 2012 to 2014, provided by the Fair Association. This assessment relates to non-Fair activities only.

According to Fair Association records, in 2012, 55 non-Fair events were staged at the Fairgrounds; accounting for 92 event days and 179 use days.[1] For 2013, 58 non-Fair events were held at the Fairgrounds; accounting for 100 event days and 209 use days. For 2014, 56 non-Fair events accounted for 91 event days and 178 use days. The following tables present the number and percentage of events, event days and use days for those events, by event type.

North Florida Fairgrounds
Number of Events by Type, 2012 - 2014

Event Type	2012	2013	2014
Animal Show	3	3	2
Community Event	4	6	4
Consumer/Trade Show	11	11	11
Dog Show	3	3	3
Dog Training	8	10	12
Festival	2	2	2
Fundraiser	3	3	3
Other	1	2	3
Private Party/Banquet	9	7	10
RV Rally	1	0	0
Sale/Auction	4	6	4
School Use	1	1	1
Spectator Event	5	4	1
Total	55	58	56

Source: North Florida Fair Association

North Florida Fairgrounds
Number of Event Days by Type, 2012 - 2014

Event Type	2012	2013	2014
Animal Show	7	8	3
Community Event	5	7	5
Consumer/Trade Show	20	21	20
Dog Show	7	7	9
Dog Training	8	13	12
Festival	2	2	3
Fundraiser	5	5	4
Other	1	4	5
Private Party/Banquet	9	7	10
RV Rally	10	0	0
Sale/Auction	12	20	18
School Use	1	1	1
Spectator Event	5	5	1
Total	92	100	91

Source: North Florida Fair Association

North Florida Fairgrounds
Number of Use Days by Type, 2012 - 2014

Event Type	2012	2013	2014
Animal Show	18	20	7
Community Event	12	17	13
Consumer/Trade Show	46	46	38
Dog Show	11	13	14
Dog Training	8	21	17
Festival	6	6	8
Fundraiser	10	10	8
Other	2	10	13
Private Party/Banquet	19	17	21
RV Rally	12	0	0
Sale/Auction	19	35	34
School Use	2	2	2
Spectator Event	14	12	3
Total	179	209	178

Source: North Florida Fair Association

North Florida Fairgrounds
Number of Events by Type, 2012-2014

	2012	2013	2014
Animal Show	5.5%	5.2%	3.6%
Community Event	7.3%	10.3%	7.1%
Consumer/Trade Show	20.0%	19.0%	19.6%
Dog Show	5.5%	5.2%	5.4%
Dog Training	14.5%	17.2%	21.4%
Festival	3.6%	3.4%	3.6%
Fundraiser	5.5%	5.2%	5.4%
Other	1.8%	3.4%	5.4%
Private Party/Banquet	16.4%	12.1%	17.9%
RV Rally	1.8%	0.0%	0.0%
Sale/Auction	7.3%	10.3%	7.1%
School Use	1.8%	1.7%	1.8%
Spectator Event	9.1%	6.9%	1.8%
Total	100.0%	100.0%	100.0%

Source: North Florida Fair Association

North Florida Fairgrounds
Number of Event Days by Type, 2012 - 2014

	2012	2013	2014
Animal Show	7.6%	8.0%	3.3%
Community Event	5.4%	7.0%	5.5%
Consumer/Trade Show	21.7%	21.0%	22.0%
Dog Show	7.6%	7.0%	9.9%
Dog Training	8.7%	13.0%	13.2%
Festival	2.2%	2.0%	3.3%
Fundraiser	5.4%	5.0%	4.4%
Other	1.1%	4.0%	5.5%
Private Party/Banquet	9.8%	7.0%	11.0%
RV Rally	10.9%	0.0%	0.0%
Sale/Auction	13.0%	20.0%	19.8%
School Use	1.1%	1.0%	1.1%
Spectator Event	5.4%	5.0%	1.1%
Total	100.0%	100.0%	100.0%

Source: North Florida Fair Association

North Florida Fairgrounds
Number of Use Days by Type, 2012 - 2014

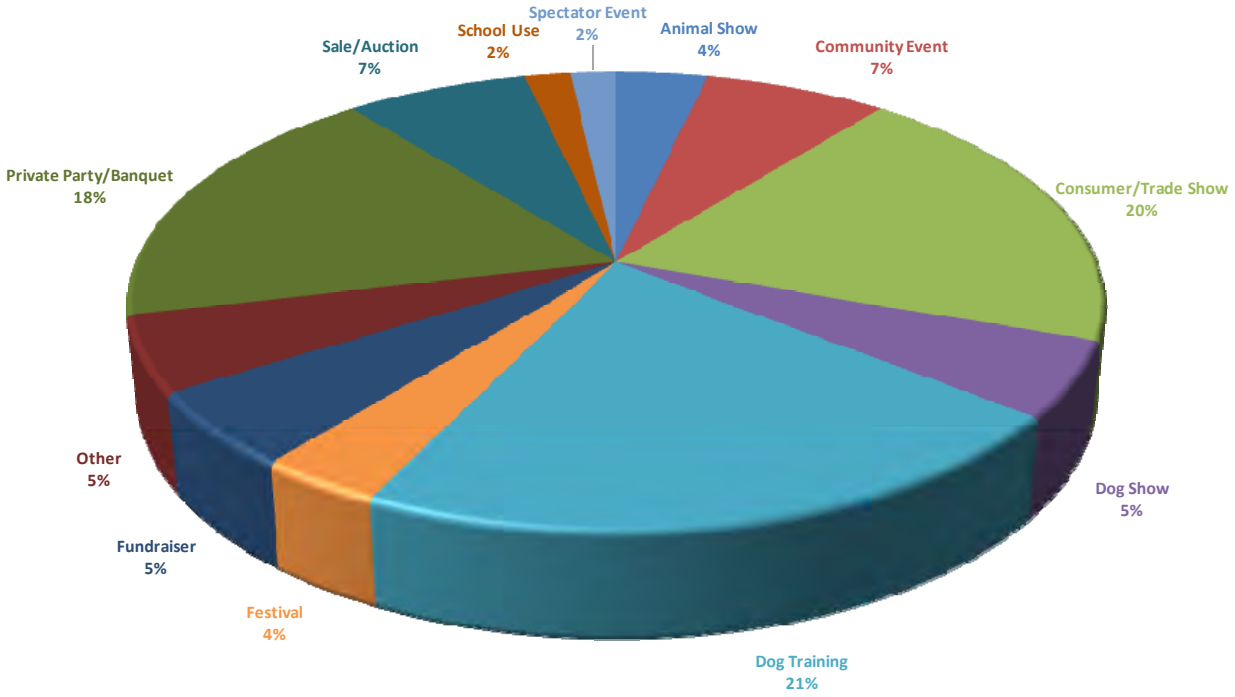
	2012	2013	2014
Animal Show	10.1%	9.6%	3.9%
Community Event	6.7%	8.1%	7.3%
Consumer/Trade Show	25.7%	22.0%	21.3%
Dog Show	6.1%	6.2%	7.9%
Dog Training	4.5%	10.0%	9.6%
Festival	3.4%	2.9%	4.5%
Fundraiser	5.6%	4.8%	4.5%
Other	1.1%	4.8%	7.3%
Private Party/Banquet	10.6%	8.1%	11.8%
RV Rally	6.7%	0.0%	0.0%
Sale/Auction	10.6%	16.7%	19.1%
School Use	1.1%	1.0%	1.1%
Spectator Event	7.8%	5.7%	1.7%
Total	100.0%	100.0%	100.0%

Source: North Florida Fair Association

[1] Use days include move-in/move-out days and actual event days, as reported by the North Florida Fair Association.

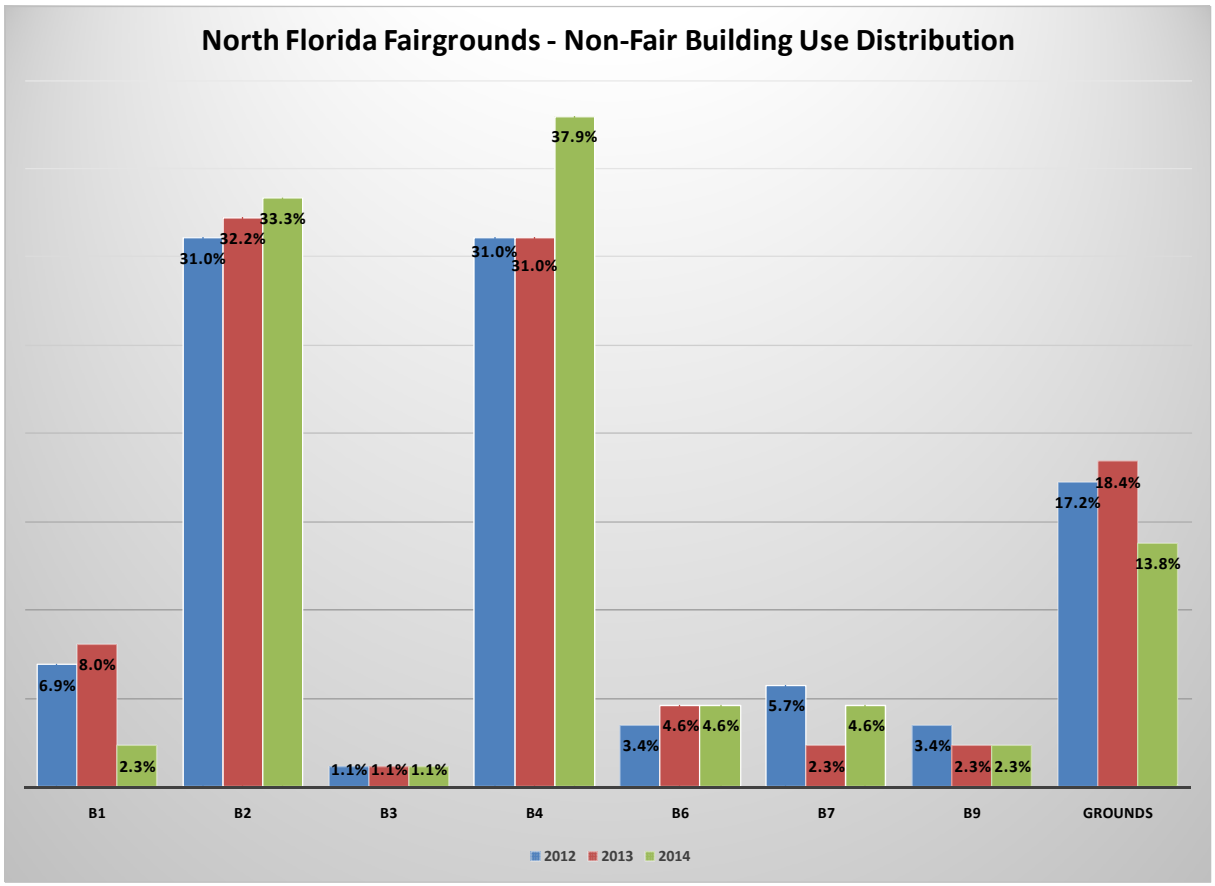
The chart below presents the percentage breakdown of non-Fair events, by type, that rented facilities, structures and outdoor spaces at the Fairgrounds in 2014.

NORTH FLORIDA FAIRGROUNDS - 2014 EVENT DISTRIBUTION BY TYPE



Though dog training activities represented 21 percent of the total number of events in 2014, those activities represented only 9.6 percent of total event days. Consumer/trade shows and sales/auctions were the two event types that accounted for the most actual event and use days, as well as the percentage of total event days and use days.

An analysis of non-Fair use by building, structure and outdoor spaces for 2012 to 2014 revealed that Buildings 2 and 4 were the most used buildings at the Fairgrounds, followed by Building 1 (in 2012 and 2013) and Buildings 6 and 7 (in 2014). Multiple events used outside spaces (in addition to parking areas). The chart below presents the percentage breakout of use by building/space for 2012 to 2014 non-Fair events.



Non-Fair events held at the North Florida Fairgrounds during the years 2012 to 2014 included:

- Antique Bottle Show
- Big Bend Bird Club
- Bully Bash
- Dale Earnhardt Jr. Auto Sale
- Family Campers and RV'ers
- FAMU
- FSU and FAMU Sororities and Fraternities
- Gun & Knife Show
- Kids Fest
- Leo County Schools
- Liquidation Sale
- Maranatha Health Fair
- Market Days
- Ochlochonee River Kennel Club
- Pig Fest
- Private Parties and Fundraisers
- Reading Rally
- Repticon
- Tallahassee Boat Show
- Tallahassee Dog Obedience Club
- Tallahassee Rollergirls

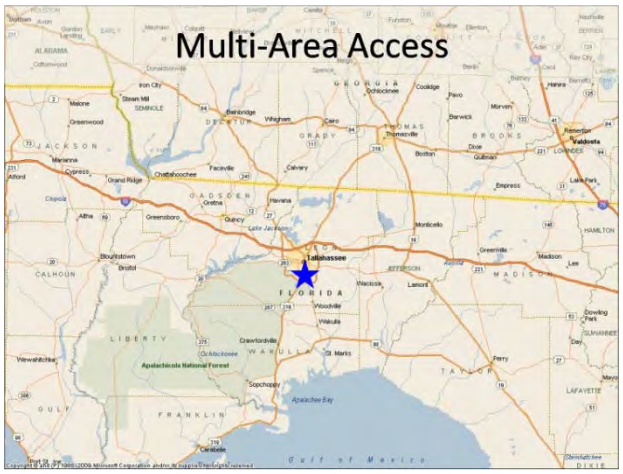
The above list is not the complete list of non-Fair events, but is representative of the principal events held at the Fairgrounds.

FACTORS AFFECTING DEMAND FOR FACILITIES

The demand for event facilities is dependent on a number of factors – location, community resources, facilities, demographic and economic trends and competitive and comparable facilities. This section presents an overview of these factors in relation to the Fairgrounds.

Site Location Assessment

Located in Tallahassee, the Fairgrounds is in the eastern side of the Florida panhandle, with regional and multi-area access via Interstate 10 from the east and west, US Highway 27 from the northwest and US Highway 319 from the north and south.



The table below shows the corresponding mileage and drive times to and from Tallahassee.

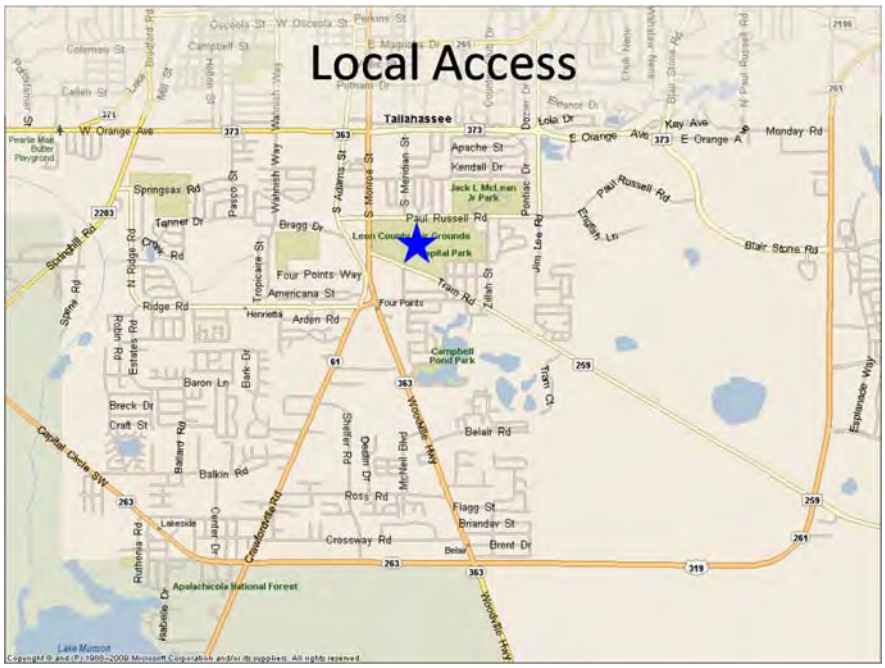
North Florida Fairgrounds
Distance and Drivetime Distances from Tallahassee

Location	Distance	Drive Time
Monticello, FL	32 miles	40 minutes
Thomasville, GA	37 miles	55 minutes
Bainbridge, GA	43 miles	63 minutes
Tifton, GA	94 miles	122 minutes
Dothan, AL	97 miles	113 minutes
Panama City, FL	100 miles	119 minutes
Gainesville, FL	157 miles	146 minutes
Fort Walton Beach, FL	166 miles	163 minutes
Jacksonville, FL	167 miles	157 minutes
Pensacola, FL	199 miles	177 minutes

Source: Google Maps

The Fairgrounds site is located in the southern area of Tallahassee and south central Leon County.

Local access to the Fairground site is via S. Monroe Street from the north, Paul Russell Road from the east and west and Crawford Road and Woodville Highway from the south.



The aerial view below shows the variety of land uses with areas in closest proximity to the Fairgrounds.

The Fairgrounds is bordered by Paul Russell Road along the north, south Monroe Street along the west and Tram Road along its southern edge. Below are recent daily traffic counts provided by KSS Fuels Traffic Metrix:

Street Location	Most Recent Year	Average Daily Traffic Count
Paul Russell, east of S. Monroe St.	2005	11,000
Paul Russell, east of S. Adams St.	2012	8,732
S. Monroe St., south of Paul Russell Rd.	2012	13,292
S. Monroe St., north of Paul Russell Rd.	2011	17,600
Tram Road, near south entrance to F.G.	2012	3,106
Woodville Highway, south of Tram Rd.	2011	15,400

Source: KSS Fuels Traffic Metrix

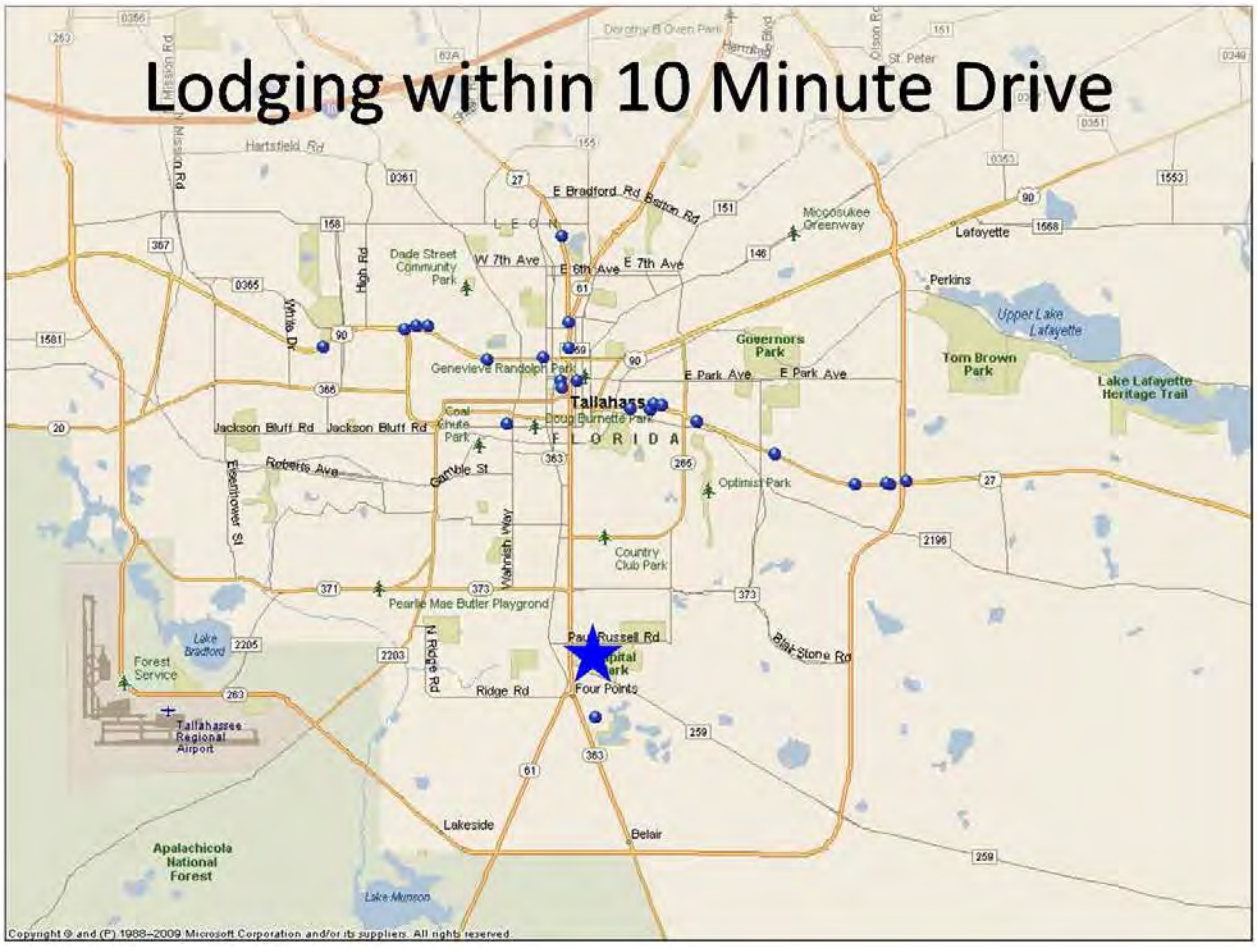
Community Resources

This section presents an overview of the availability of lodging, shopping, restaurants and other facilities available in the Evanston area.

Hotel/Motels

According to Leon County Division of Tourism Development, the local Convention and Visitors Bureau, there are more than 5,500 hotel rooms in the entire Tallahassee metro area. The map below shows the proximity of the Fairgrounds to area lodging facilities – both national chain and locally-owned properties.

The map below shows the proximity of the Fairgrounds to lodging facilities located within a 10-minute drive.



The table below presents the preferred lodging facilities for meetings and conventions, per Leon County Division of Tourism Development, in the metro area.

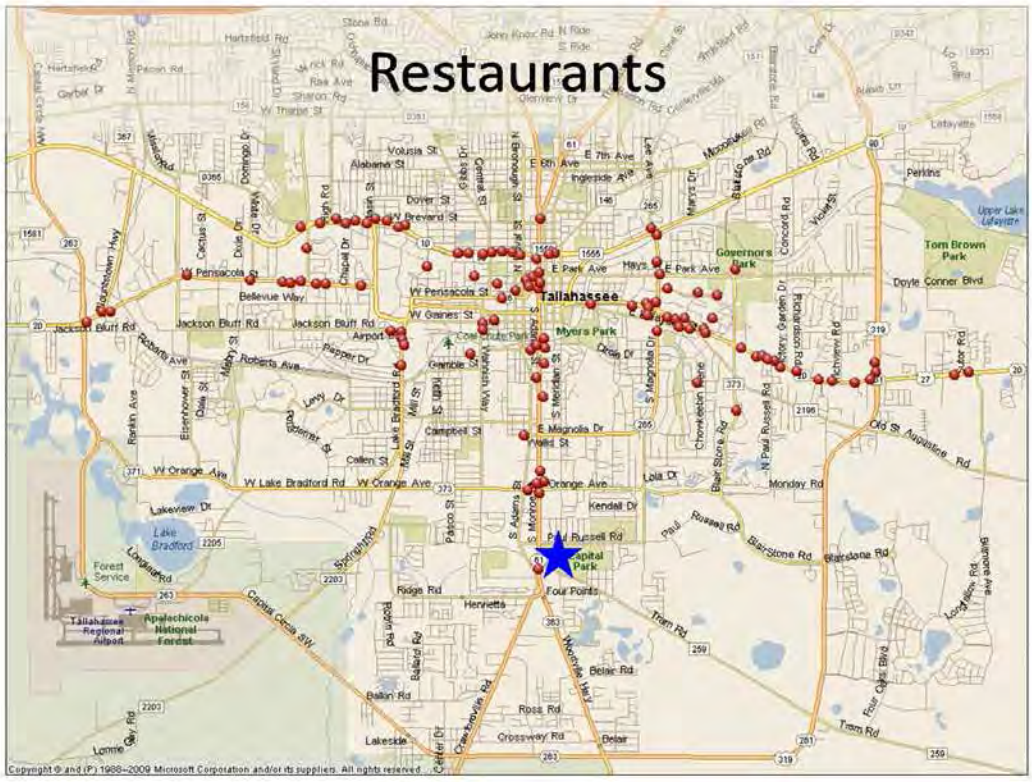
North Florida Fairgrounds
Hotels in Market Area

Name	Number of Rooms	Name	Number of Rooms
Aloft Tallahassee Downtown	162	Holiday Inn Express East	135
Baymond Inn & Suites Central	134	Holiday Inn Tallahassee Conference Center	132
Baymond Inn and Suites Tallahassee	93	Homewood Suites Tallahassee	94
Best Western Plus Tallahassee North Hotel	96	Hotel Duval	135
Best Western Pride Inn & Suites	78	Howard Johnson Express Inn	51
Best Western Seminole Inn	60	Inn at Killearn Country Club	30
Candlewood Suites Tallahassee	114	La Quinta Inn Tallahassee North	154
Capital Circle Inn & Suites	100	Microtel Inn & Suites	91
Capital Inn Motel	18	Motel 6 Downtown	7
Comfort Suites	90	Motel 6 North	13
Country Inn & Suites East	60	Motel 6 Tallahassee West	101
Country Inn & Suites Tallahassee	65	Quality Inn	73
Courtyard by Marriott Tallahassee Capital	154	Quality Inn & Suites-Capital District	90
Courtyard by Marriott Tallahassee North	93	Ramada Plaza Capitol	151
Days Inn Government Center	80	Red Roof Inn	108
Days Inn Tallahassee University Center	47	Residence Inn Tallahassee North	78
Double Tree Hotel Tallahassee	243	Residence Inn Tallahassee Universities	64
Econo Lode North	82	Rodeway Inn	60
Econo Lodge Tallahassee	40	Sleep Inn	78
Extended Stay America	59	Spring Hills Suites Tallahassee Central	88
Fairfield Inn by Marriott	79	Staybridge Suites Tallahassee I-10 North	104
Fairfield Inn & Suites Tallahassee Central	97	Super 8 Motel	112
Four Points by Sheraton Tallahassee Downtown	164	Towneplace Suites	95
Governors Inn	41	Travelodge Tallahassee	188
Guest House Inn Tallahassee	160	University Inn & Suites Tallahassee	56
Hampton Inn & Suites I-10	122	Value Place Tallahassee East	121
Hampton Inn Tallahassee Central	78	Value Place Tallahassee West	121
Hilton Garden Inn Tallahassee	99	Wingate by Wyndham	116
Hilton Garden Inn Tallahassee Central	85	**Total Number of Rooms**	2,793

Source: Leon County Division of Tourism Development

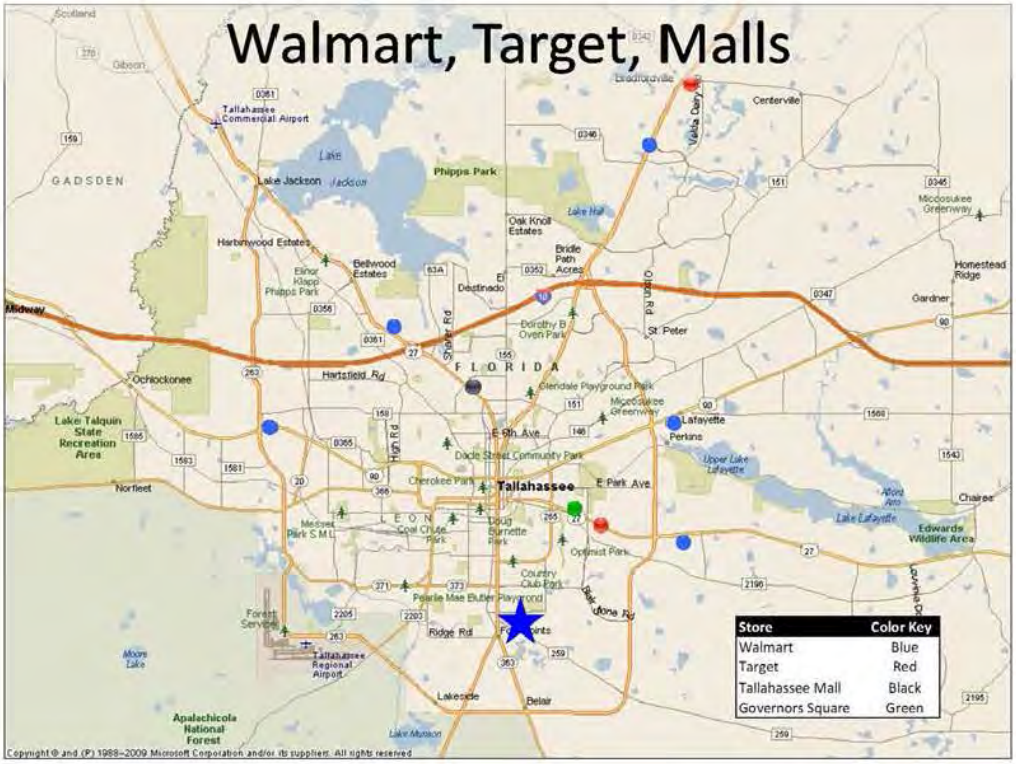
Restaurants

The Fairgrounds is in close proximity to a variety of eating establishments located along South Monroe Street, as well as along Apalachee Parkway and Tennessee Street, as illustrated in the below map. These restaurants include fast food, national chain restaurants, locally-owned diners, hotel restaurants, coffee shops and similar eating establishments.



Retail

In addition to the commercial and retail areas in close proximity to the Fairgrounds (shown in the aerial on page 16), Tallahassee has a number of significant retail corridors and locations, including Governors Square, Tallahassee Mall, Walmart, Target and grocery chain locations, shown in the following maps.



Area Attractions and Events

There are a variety of attractions in the Tallahassee area, including:

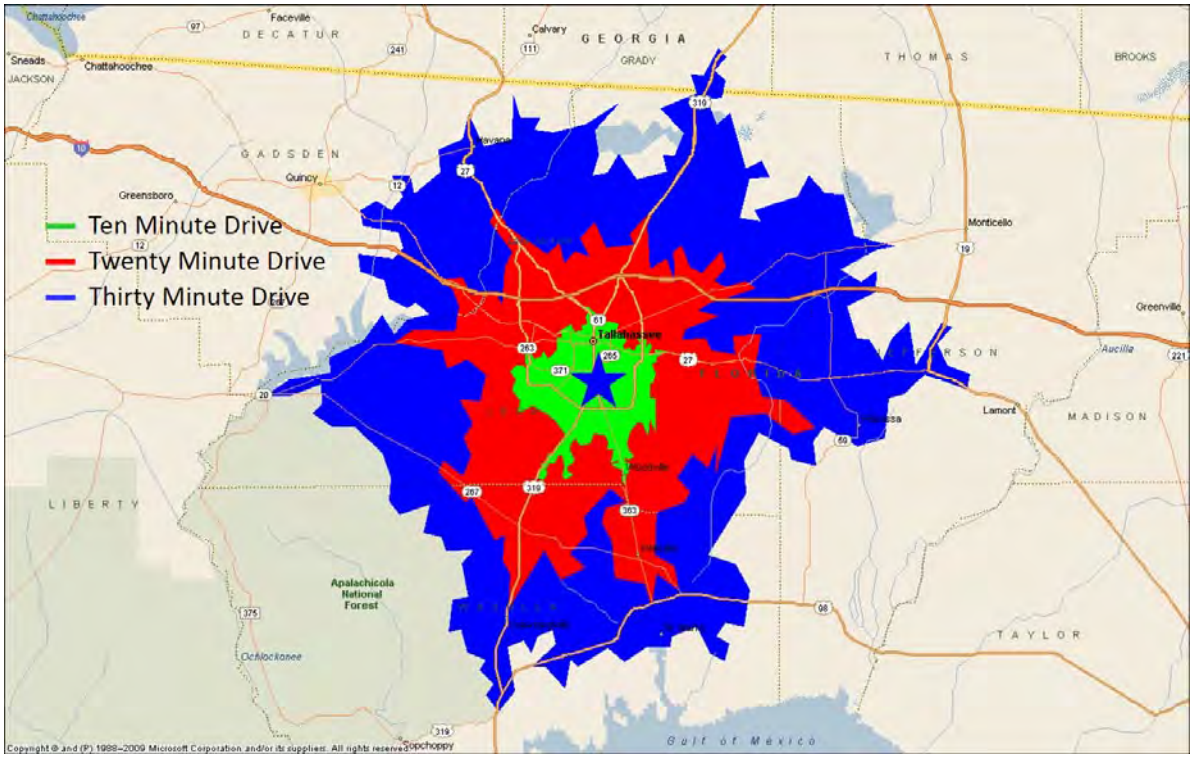
- Florida State Capitol
- Tallahassee Museum
- LeMagne Chain of Parks Arts Festival
- Cascades Park
- Florida State University
- Florida A&M University
- Challenger Learning Center
- Florida Caverns State Park
- Springtime Tallahassee Festival
- Florida Historic Capitol Museum
- Tallahassee Automobile Museum
- Wakulla Springs State Park

In addition, Tallahassee/Leon County residents and visitors have a variety of annual events and activities to choose from, including:

Downtown Marketplace	Southern Shakespeare Fest
FSU and FAMU Arts	Springtime Tallahassee
FSU and FAMU Athletics	Summer Concert Series
Jazz & Blues Festival	Tallahassee Film Festival
Outdoor Activities	Winter Festival

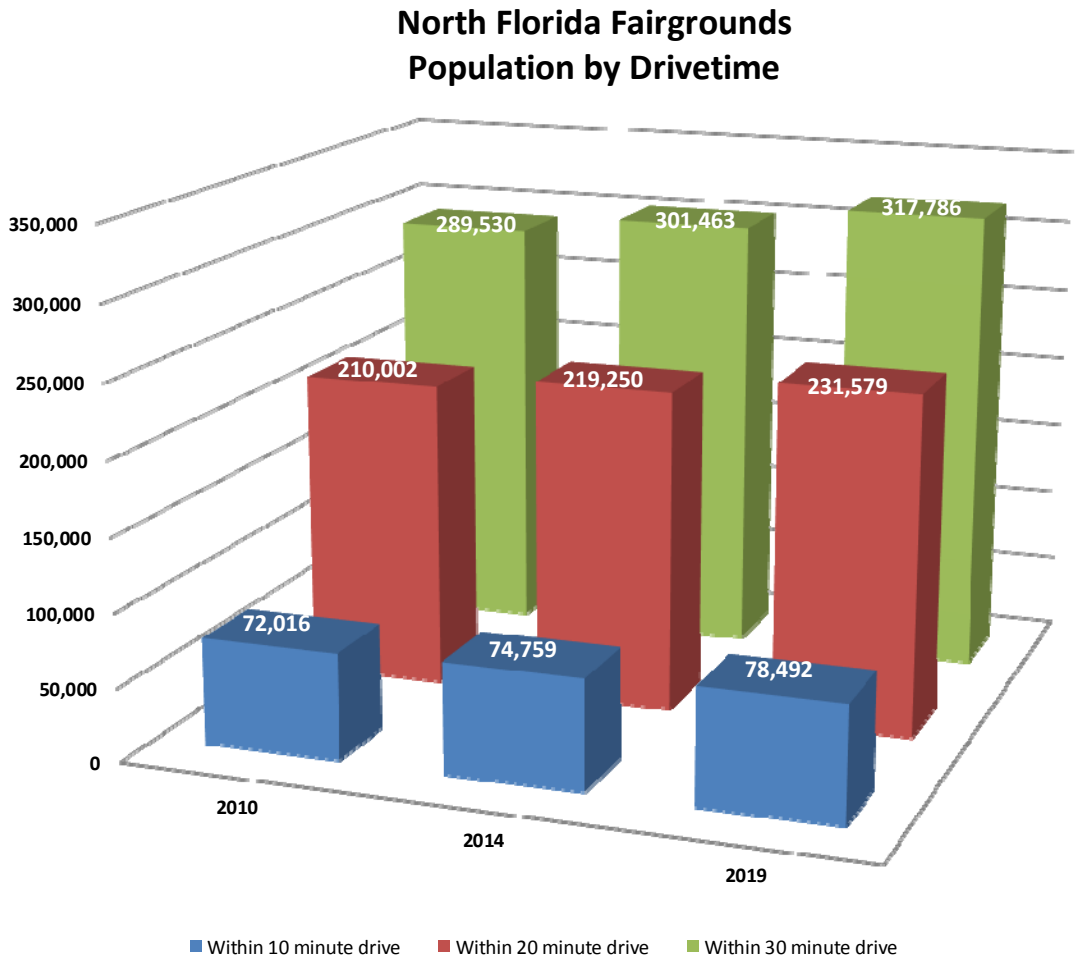
DEMOGRAPHIC AND ECONOMIC TRENDS

For purposes of the market assessment, based on the location of the Fairgrounds site, access to the site and estimated drive times and other transportation access, the primary market area for non-Fair events and activities at the Fairgrounds that appeal to local residents is expected to be within a 20-minute drive time. For purposes of this assessment, we have analyzed key market characteristics of the population within a 10-minute, 20-minute and 30-minute drive time of the grounds, as shown in the map below.



Population Trends

The chart below shows the 2010 Census, 2014 estimated and 2019 projected population living within 10-minutes, 20-minutes and 30-minutes of the Fairgrounds.



Households

The table below presents the number of households, by drive time, for the Fairgrounds market. Based on the number of households and population with the various drive times, the average household size is about 2.4 persons for the households within 20 minutes of the Fairgrounds.

North Florida Fairgrounds
Household Trends, 2010 - 2019

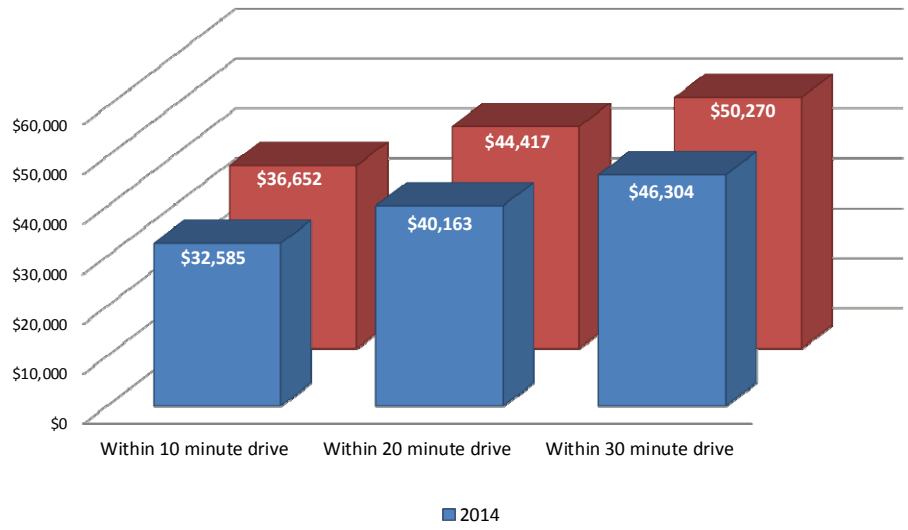
Market Area	2010	2014	2019
Within 10 minute drive	28,272	29,486	31,124
Within 20 minute drive	86,454	90,445	95,816
Within 30 minute drive	115,233	120,195	127,067

Source: The Nielsen Company, 2014

Income Trends

The charts below present the estimated 2014 and projected 2019 median household incomes and average household incomes, by drive times, for the Fairgrounds.

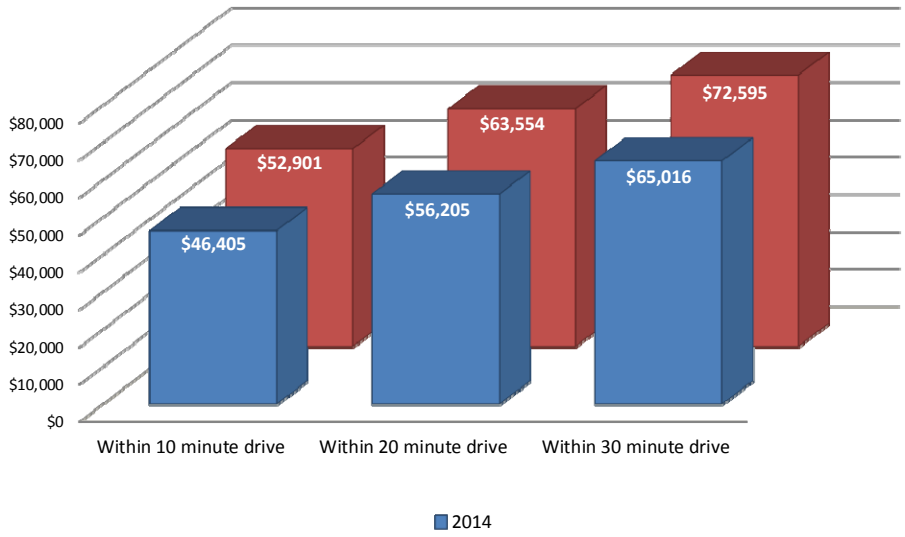
North Florida Fairgrounds
Median Household Income by Drivetime



The median and average incomes of households within 20 minutes of the Fairgrounds, $40,163 and $56,205, respectively, are substantially lower than those of both the US and State of Florida. The 2014 US median household income was $51,939 and the 2013 median household income in Florida was $46,036, according to the U.S. Census Bureau.

The low median and average household incomes shown in the above tables, reflects the presence of the large student population of both FSU and FAMU.

North Florida Fairgrounds
Average Household Income by Drivetime



Age Trends

The median age of the population within 20 minutes of the Proposed Site is estimated at just under 29 years, as shown in the table below. Again, the student populations of FSU and FAMU significantly affect these statistics.

North Florida Fairgrounds
Median Age

Market Area	2010	2014	2019
Within 10 minute drive	25.0	25.9	27.9
Within 20 minute drive	28.1	28.7	30.7
Within 30 minute drive	30.8	31.2	32.9

Source: The Nielsen Company, 2014

The table below presents the age segments for the population within 10-minutes, 20-minutes and 30-minutes of the Fairgrounds for the years 2010, 2014 and 2019.

North Florida Fairgrounds
Population Distribution Percentages

	Ages						
Market Area	0 - 14	15 - 24	25 - 34	35 - 44	45 - 54	55 - 64	65+
2010							
Within 10 minute drive	13.8%	35.6%	16.3%	9.0%	9.2%	7.8%	8.3%
Within 20 minute drive	14.0%	34.5%	16.8%	10.0%	8.5%	8.2%	8.0%
Within 30 minute drive	14.4%	30.9%	16.5%	12.5%	8.3%	7.9%	9.5%
2014							
Within 10 minute drive	13.0%	26.4%	16.6%	13.1%	9.4%	9.4%	12.1%
Within 20 minute drive	14.8%	29.2%	16.3%	10.5%	9.6%	9.5%	10.0%
Within 30 minute drive	15.1%	25.7%	16.2%	12.8%	9.1%	9.2%	11.8%
2019							
Within 10 minute drive	16.3%	25.0%	14.7%	11.3%	12.4%	10.8%	9.4%
Within 20 minute drive	15.7%	25.1%	14.7%	11.1%	11.3%	11.0%	11.0%
Within 30 minute drive	15.5%	22.6%	15.0%	12.3%	10.5%	10.9%	13.2%

Source: The Nielsen Company, 2014

As noted above, the student population of FSU and FAMU significantly affect the distribution of the population's ages, with over 25 percent of the population in the 15 to 24 age range.

Race/Ethnicity

The table below shows the 2010, 2014 and 2019 estimated percentage breakdown of the population, by race/ethnicity, within 10-minutes, 20-minutes and 30-minutes of the Fairgrounds.

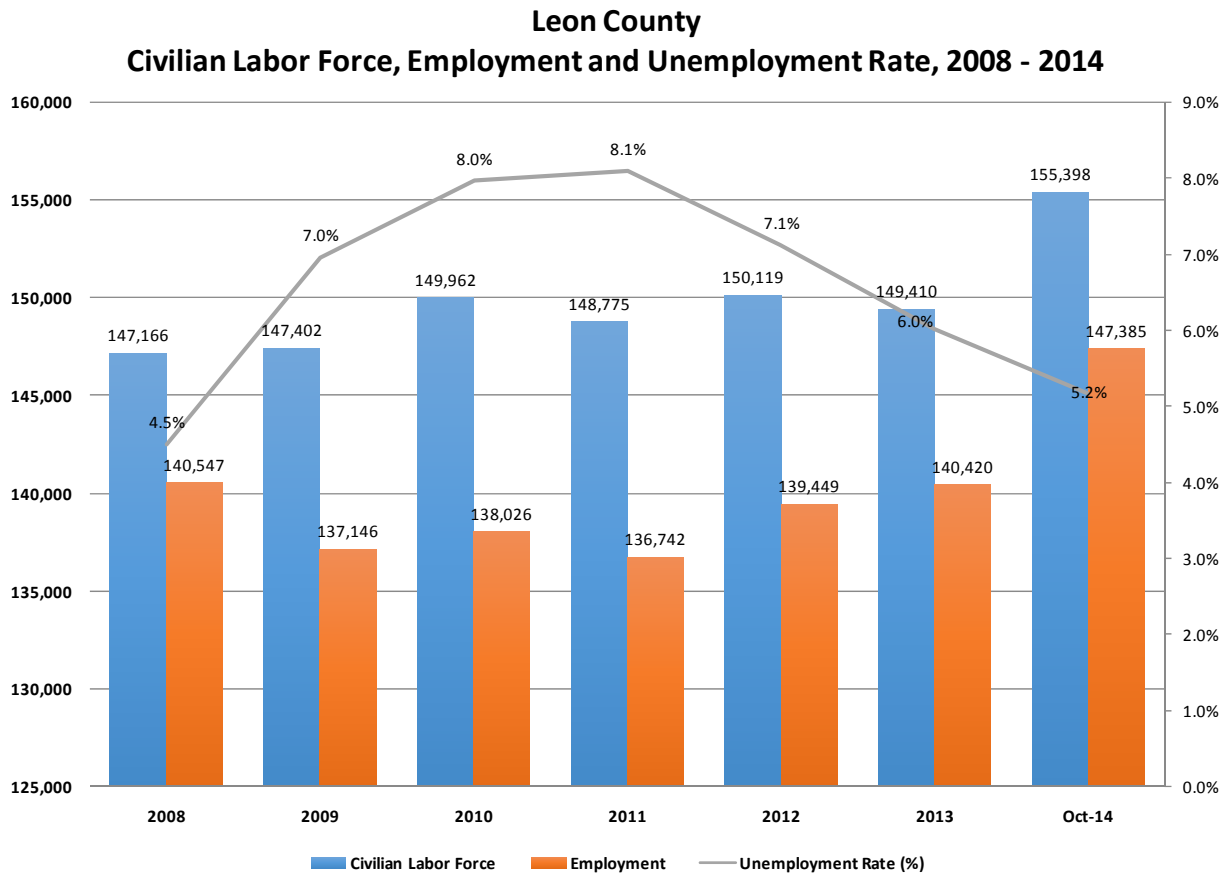
North Florida Fairgrounds
Race/Ethnicity Trends by Drive Time

	Ethnicity							
Market Area	White	Black	American Indian	Asain	Pacific Islander	Other Race	Two or More Races	Hispanic
2010								
Within 10 minute drive	46.7%	46.8%	0.3%	2.9%	0.1%	1.0%	2.1%	5.2%
Within 20 minute drive	46.2%	46.8%	0.3%	3.0%	0.1%	1.2%	2.4%	6.3%
Within 30 minute drive	45.3%	47.1%	0.3%	3.1%	0.1%	1.3%	2.8%	7.7%
2014								
Within 10 minute drive	57.6%	35.4%	0.3%	2.9%	0.1%	1.3%	2.4%	6.0%
Within 20 minute drive	56.1%	36.2%	0.3%	3.0%	0.1%	1.6%	2.7%	7.4%
Within 30 minute drive	54.2%	37.2%	0.3%	3.1%	0.1%	1.9%	3.2%	9.3%
2019								
Within 10 minute drive	62.9%	30.5%	0.3%	2.8%	0.1%	1.2%	2.2%	5.5%
Within 20 minute drive	61.5%	31.2%	0.3%	2.9%	0.1%	1.5%	2.6%	6.8%
Within 30 minute drive	59.7%	32.1%	0.3%	3.0%	0.1%	1.8%	3.0%	8.6%

Source: The Nielsen Company, 2014

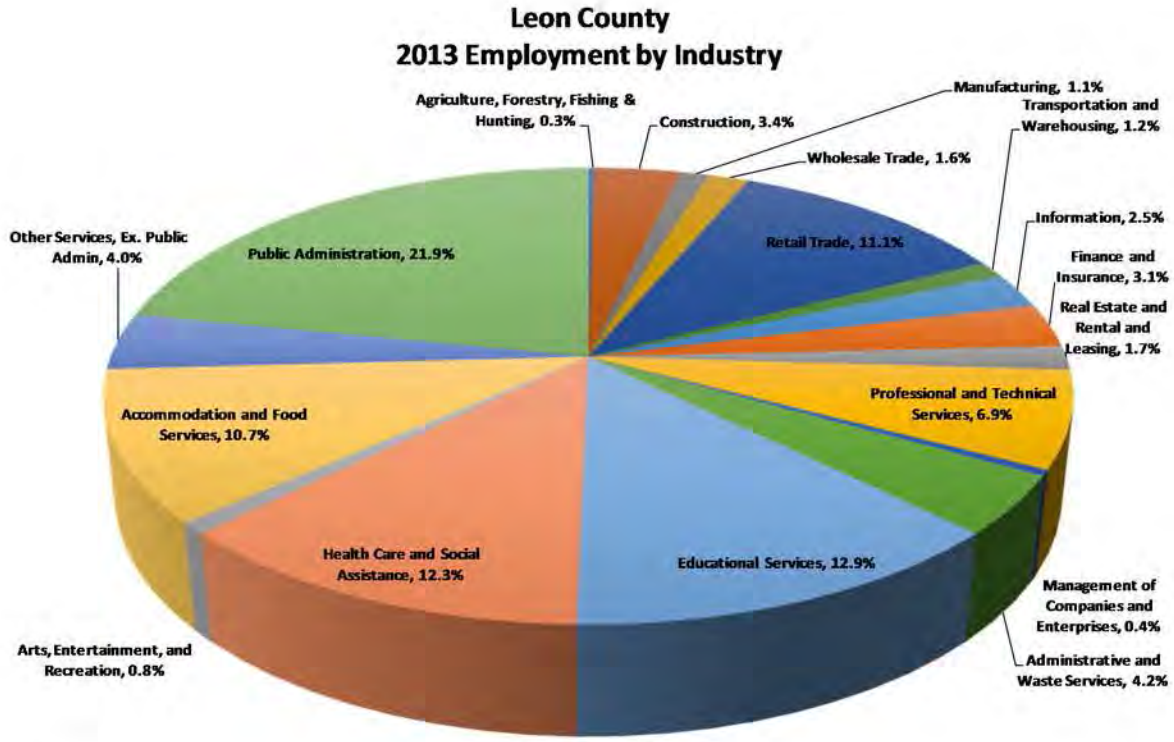
Labor Force Trends

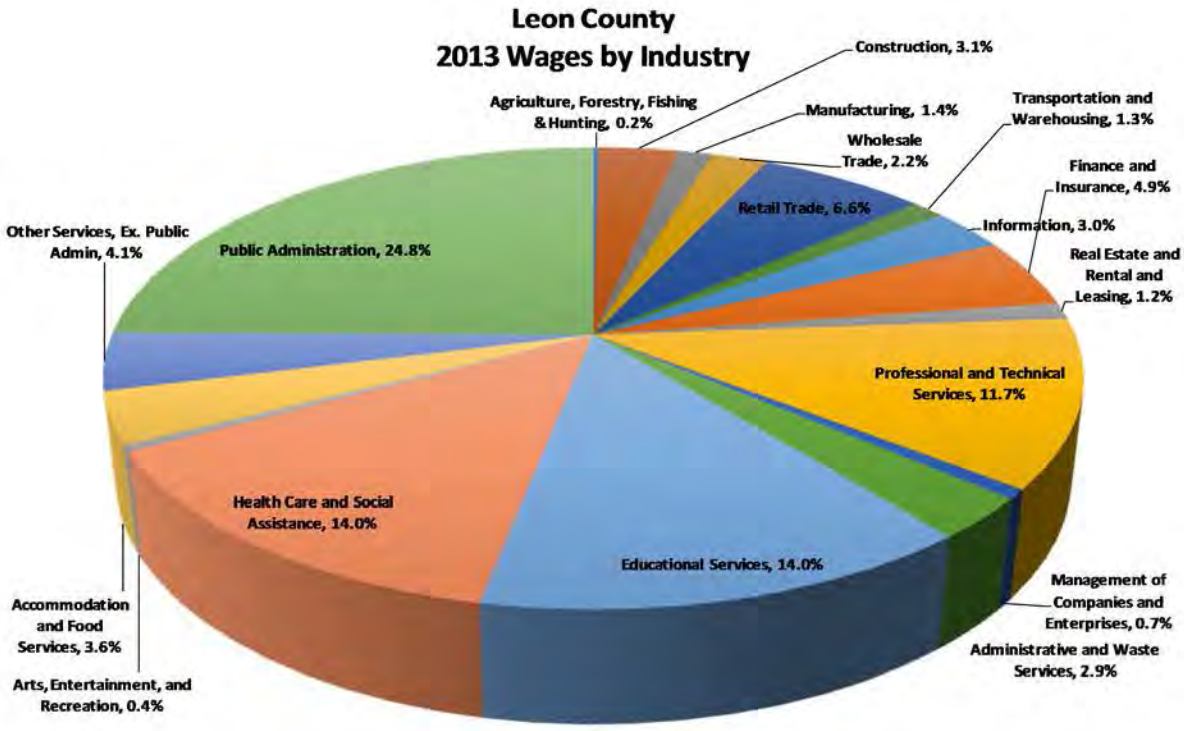
The Leon County labor force trends, including the size of the labor force number employed and unemployment rates, from 2008 to October 2014 (most recent available data) is presented in the chart below.



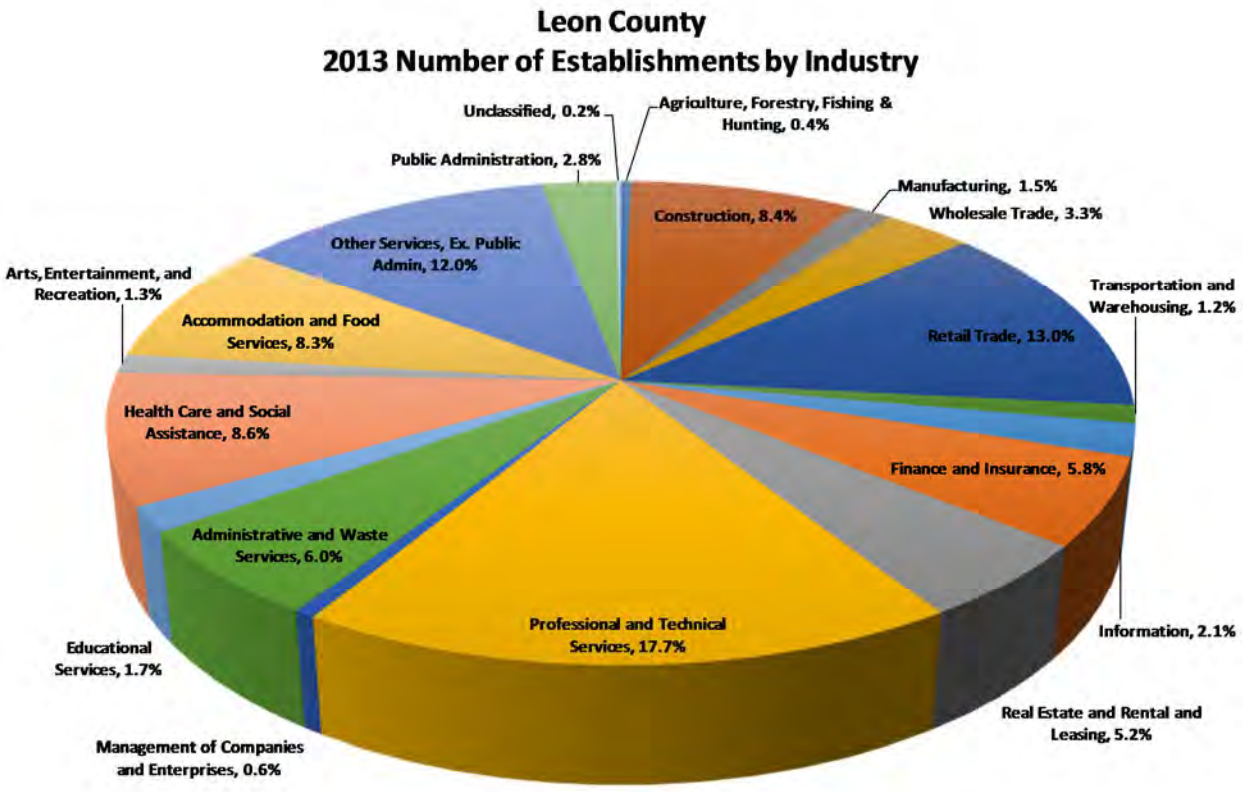
The chart above reflects the effects of the national recession that occurred between 2008 and 2011.

Major employers in the Tallahassee/Leon County area include government, education services and heath care, in terms of both the number of employees and wages paid, as illustrated in the chart below.





In contrast to the distributions on the previous page, the chart below shows the distribution of employers, by industry, for Leon County, with professional and technical services having the most employers, followed by retail and other services. Public administration (government) and educational services only make up 4.5 percent of all employers, but account for almost 35 percent of the employees and wages paid in the County – reflecting the State Capitol, FSU, FAMU and Tallahassee Community College.



Socio-Economic Analysis

In addition to analyzing population and business trends within the Fairgrounds' market area, a look at the socio-economic make-up of households reveals much about the general propensity of those households with regard to spending habits, media, activities and interests. This data can help identify possible events and activities at the Fairgrounds that may appeal to the local households.

To assess the socio-economic trends of households related to the Fairgrounds, we obtained ESRI's Tapestry Segmentation data for households within 10-minutes, 20-minutes and 30-minutes of the Fairgrounds. Below is the top ten Tapestry Segments for households within 10-minutes, 20-minutes and 30-minutes of the Fairgrounds – organized in descending order for the 20-minute drive time.

North Florida Fairgrounds
ESRI Tapestry Top 10 Segments

Segment	Within 10 Minutes	Within 20 Minutes	Within 30 Minutes
Dorms to Diplomas	16.5%	14.5%	11.2%
Young and Restless	15.4%	13.1%	10.1%
College Towns	10.2%	11.5%	8.9%
Down the Road	9.5%	6.2%	5.0%
Exurbanites	0.0%	5.5%	5.0%
Emerald City	11.5%	5.2%	4.0%
Bright Young Professionals	0.0%	5.0%	3.9%
Southern Satellites	0.9%	4.6%	7.1%
Old and Newcomers	3.1%	4.5%	3.8%
Savvy Suburbanites	0.0%	4.0%	6.6%
	67.1%	74.1%	65.6%

Source: ESRI, 2015

Following are summary descriptions of the top 6 of the above Tapestry segments for households within 20-minutes of the Fairgrounds, per the ESRI website.

On their own for the first time, ***Dorms to Diplomas*** residents are just learning about finance and cooking. Frozen dinners and fast food are common options. Shopping trips are sporadic, and preferences for products are still being established. Many carry a balance on their credit card so they can buy what they want now. Although school and part-time work take up many hours of the day, the remainder is usually filled with socializing and having fun with friends. They are looking to learn life lessons inside and outside of the classroom. This is the first online generation, having had lifelong use of computers, the Internet, cell phones, and MP3 players. Median household income - $17,000.

Socio-Economic Traits:

- They're the youngest market with half of the population aged 20–24.
- They're impulse buyers who experiment with different brands. They buy trendy clothes on a budget.
- Vehicles are just a means of transportation—economy and environmental impact are factors in purchases; used, imported subcompact cars are a popular choice.
- They value socializing, having fun, and learning new things.
- They're always connected; their cell phone is never out of reach.

Gen Y comes of age: Well-educated young workers, some of whom are still completing their education, are employed in professional/technical occupations, as well as sales and office/administrative support roles. These residents are not established yet, but striving to get ahead and improve themselves. This market ranks in the top 5 for renters, movers, college enrollment, and labor force participation rate. Almost 1 in 5 residents move each year. Close to half of all householders are under the age of 35, the majority living alone or in shared nonfamily dwellings. Median household income is still below the US. Smart phones are a way of life, and they use the Internet extensively. ***Young and Restless*** consumers are diverse, favoring densely populated neighborhoods in large metropolitan areas; over 50% are located in the South (almost a fifth in Texas), with the rest chiefly in the West and Midwest. Median household income - $36,000.

Socio-Economic Traits:

- Education completed: 2 out of 3 have some college, an associate's degree, or a bachelor's degree or higher. Education in progress: almost 15% are still enrolled in college (Index 185).
- Labor force participation rate is exceptionally high at 75.4%; unemployment is low at 7.8%.
- These are careful shoppers, aware of prices, and demonstrate little brand loyalty.
- They like to be the first to try new products, but prefer to do research before buying the latest electronics.
- Most of their information comes from the Internet and TV, rather than traditional media.
- Carry their cell phone everywhere they go.

About half the residents of ***College Towns*** are enrolled in college, while the rest work for a college or the services that support it. Students have busy schedules, but make time between studying and part-time jobs for socializing and sports. Students that are new to managing their own finances tend to make impulse buys and splurge on the latest fashions. This digitally engaged group uses computers and cell phones for all aspects of life including shopping, school work, news, social media, and entertainment. *College Towns* are all about new experiences, and residents seek out variety and adventure in their lives. Median household income - $28,000.

Socio-Economic Traits:

- Their limited incomes result in thrifty purchases.
- They do not eat the healthiest foods, nor do they see a doctor regularly.
- They dress to impress with the latest fashions of the season.
- They prefer environmentally friendly products and vehicles that get good gas mileage.
- They're heavily influenced by celebrity endorsements and trends in magazines.
- They feel anything that can be done online is easier than in person.
- They have liberal political views.

Down the Road is a mix of low-density, semirural neighborhoods in large metropolitan areas; half are located in the South, with the rest chiefly in the West and Midwest. Almost half of householders live in mobile homes; approximately two-fifths live in single-family homes. These are younger, diverse communities, with the highest proportion of American Indians of any segment. These family-oriented consumers value their traditions. Workers are in service, retail trade, manufacturing, and construction industries, with higher proportions in agriculture and mining, compared to the US. This market has higher unemployment, much lower median household income and home value, and a fifth of households with income below poverty level. Median household income - $36,000.

Socio-Economic Traits:

- Education completed: 37% with a high school diploma only, 38% with some college education or a degree.
- Unemployment rate is 11.6%, higher than the US rate.
- Labor force participation rate is 59.6%, slightly lower than the US.
- Family-oriented, outgoing consumers; they place importance on preserving time-honored customs.
- They put a premium on convenience rather than health and nutrition.

Ten years later, **Exurbanites** residents are now approaching retirement but showing few signs of slowing down. They are active in their communities, generous in their donations, and seasoned travelers. They take advantage of their proximity to large metropolitan centers to support the arts, but prefer a more expansive home style in less crowded neighborhoods. They have cultivated a lifestyle that is both affluent and urbane. Median household income - $98,000.

Socio-Economic Traits:

- Residents are college educated; more than half have a bachelor's degree or higher; almost 80 have some college education.
- This labor force is beginning to retire. 1 in 3 households currently receive Social Security or retirement income. Labor force participation has declined to less than 60% (Index 94).
- Unemployment remains low at 5.5% (Index 64); more of the residents prefer self-employment (Index 184) or working from home (Index 181).
- Consumers are more interested in quality than cost. They take pride in their homes and foster a sense of personal style.
- Exurbanites residents are well connected, using the Internet for everything from shopping to managing their finances.
- Sociable and hardworking, they still find time to stay physically fit.

***Emerald City*'s** denizens live in lower-density neighborhoods of urban areas throughout the country. Young and mobile, they are more likely to rent. Well educated and well employed, half have a college degree and a professional occupation. Incomes close to the US median come primarily from wages and self-employment. This group is highly connected, using the Internet for entertainment and making environmentally friendly purchases. Long hours on the Internet are balanced with time at the gym. Many embrace the "foodie" culture and enjoy cooking adventurous meals using local and organic foods. Music and art are major sources of enjoyment. They travel frequently, both personally and for business. Median household income -$52,000.

Socio-Economic Traits:

- Well educated, these consumers research products carefully before making purchases.
- They buy natural, green, and environmentally friendly products.
- Very conscious of nutrition, they regularly buy and eat organic foods.
- Cell phones and text messaging are a huge part of everyday life.
- They place importance on learning new things to keep life fresh and variable.
- They are interested in the fine arts and especially enjoy listening to music.

Competitive and Comparable Facilities

To further assess the demand potential for event facilities at the Fairgrounds site, it is necessary to understand the nature and operation of competitive event facilities (existing and planned) and their potential impact on new/expanded facilities at Fairgrounds.

This section presents an overview of event facilities that are considered competitive with both existing facilities and potential new/expanded facilities at the Fairgrounds site. During the course of our study, we identified a number of facility types as potential competition with new/expanded facilities at the Fairgrounds:

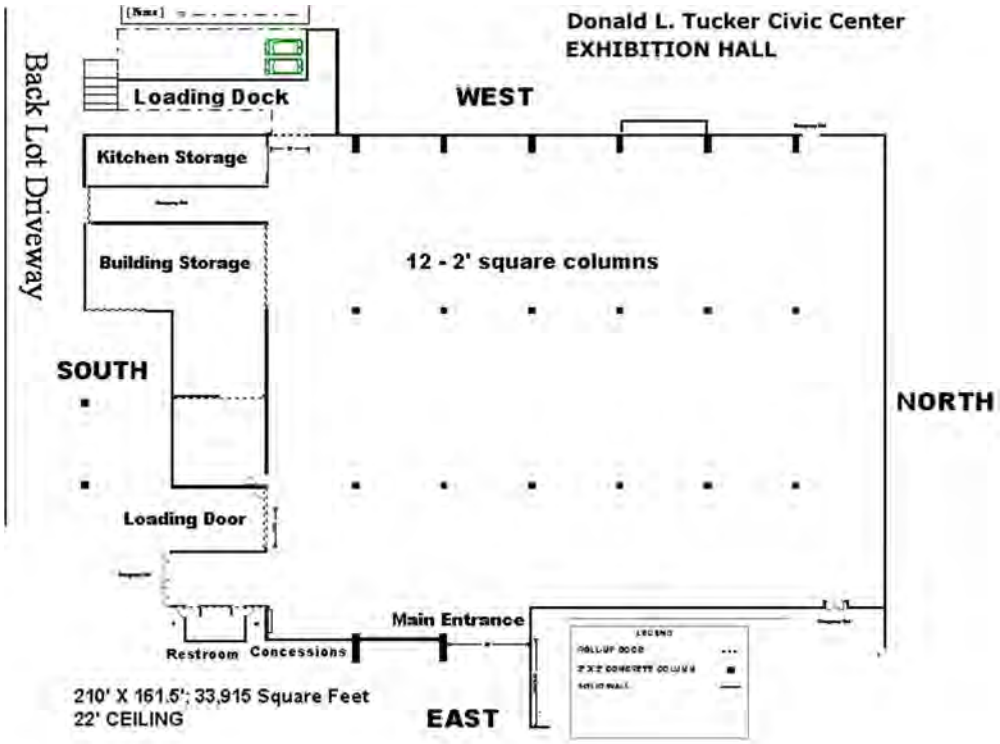
- Local Competition – These are event facilities that management of the Fair Association identified as direct competition.
- Lodging Facilities – These are facilities that are host meetings, tradeshows, consumer shows, swap meets and similar events in area lodging facilities.
- Stand-Alone Meeting Spaces – These are facilities that are smaller, stand-alone meeting venues.
- Sports Attractions – These are local sports related facilities that host indoor and outdoor sporting events.
- Planned Facilities – These are significant planned event facilities in the Tallahassee area.

Local Competition

Management of the Fair Association identified four local event venues as being competition for non-Fair events and activities – Donald L. Tucker Civic Center, Tallahassee Automobile Museum, The Moon nightclub and the National Guard Armory. We also added the Capitol City Amphitheater to this category. The location of these event facilities, in relation to the Fairgrounds, is shown in the map below.

Donald L. Tucker Civic Center

Formerly the Tallahassee-Leon County Civic Center, the Donald L. Tucker Civic Center (the Civic Center) is owned by Florida State University and operated by Global Spectrum. The Civic Center is a multi-purpose complex comprised of a 12,500-seat arena (home to the FSU Seminoles), a 34,000-square foot exhibit hall and almost 15,000 square feet of dividable meeting space. The exhibit hall portion of the Civic Center is the venue that the Fair Association considers its competition. A review of the 2014 events calendar for the Civic Center, provided by Global Spectrum, showed that the Civic Center Exhibit Hall is principally used for FSU related events. Non-FSU uses of the Exhibit Hall in 2014 included Fitness Festival, Pro Style Volleyball, Home Show NCEES Exams, Golden Gala, Lincoln Senior Convocation, The One Week Boutique and various local fundraisers and banquets.



Tallahassee Automobile Museum

Located near the intersection of Interstate 10 and U.S. Highway 90 (Mahan Drive), the Tallahassee Automobile Museum is a privately-owned car museum featuring over 140 rare vehicles, as well as boat motors, Native American artifacts and more. A part of the museum property includes over 46,000 square feet of lower-ceiling banquet and meeting space in six different spaces. The largest spaces, the Duesenberg Banquet Hall and the Cord Banquet Hall, each have 15,000 square feet of space. In addition to weddings and private parties, events held at this facility include Bridal Shows, Brewfest, regional trade association banquets and similar activities.

The Moon

The Moon is a local nightclub and music venue that produces and rents its facilities for ticketed events. In addition, this venue is available for private rental receptions and banquets, with capacity of 1,500 in its 14,400 square foot Main Room and 200 in its 3,000 square foot Silver Moon Room.

National Guard Armory

The Florida National Guard Armory has a 6,300 square foot space available to rent for a variety of events and activities – with a 400 person capacity.

Capital City Amphitheater

Located in Cascades Park, the Capital City Amphitheater opened in 2014. This outdoor venue has 1,500 fixed seats and can accommodate another 1,500 people on grass. Operated by the City of Tallahassee, this venue is used by Leon County Division of Tourism Development to stage concerts. Events planned for 2014 for this venue include:

Passion Play	Tallahassee Symphony Orchestra
North Florida Veg Fest	Shakespeare Festival
The Avett Brothers	Health Communities Festival
World of South Festival	Wilco
Sublime with Rome	The Beach Boys

Lodging Facilities with Meeting Spaces

Five lodging facilities in the Tallahassee area have meeting spaces over 2,500 square feet: Residence Inn, Double Tree, Four Points by Sheraton, Hotel Duval and Killearn County Club.

The table below shows the number of spaces and total meeting square footage for these facilities.

Facility	# of Meeting Spaces	Largest Total Meeting Space	Square Footage
Double tree	6	2,520	6,000
Four Points by Sheraton	8	2,520	7,000
Hotel Duval	7	2,700	6,350
Killearn Country Club	3	2,100	5,484
Residence Inn University	5	3,400	7,520

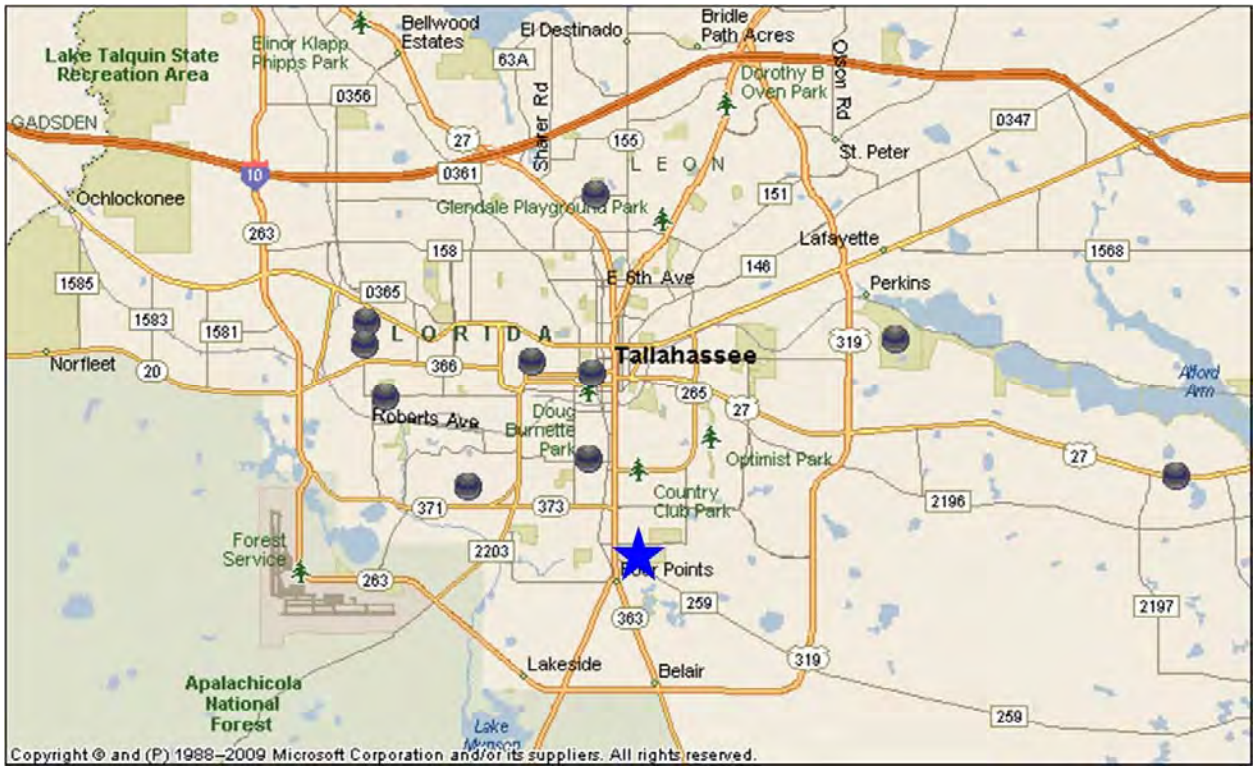
Source: Leon County Division of Tourism Development

Stand-Alone Meeting Spaces

In addition to the facilities identified as direct competition (discussed above), there are other stand-alone facilities in the Tallahassee area that are used for meetings, conferences and similar events. The larger of these facilities are Challenger Learning Center, Augustus B. Turnbull III Florida State Conference Center, American Legion Hall, FSU Alumni Center, FSU Moore Auditorium, FSU Oglesby Union, Tallahassee Community College and Doak Campbell Stadium.

Sport Facilities

The map below shows the location of numerous sports facilities in the Tallahassee area, in relation to the location of the Fairgrounds.



Included in these facilities are venues that accommodate indoor sports activities, including local and regional tournaments:

- Tully Gymnasium at FSU – This facility has four indoor multi-sports courts and one championship volleyball court. The main court has a capacity of about 1,160 people. In addition to FSU sports activities and practices, Tully Gymnasium is rented for basketball and volleyball tournaments.
- Al Lawson Jr. Multipurpose Center at Florida A & M University – this facility, located less than 3 miles from the Fairgrounds, has 4 basketball/volleyball courts that can be rented for sports tournaments, practices and non-sports activities.
- Tallahassee Community College – The Lifetime Sports Complex at this Community college has three indoor multi-sport courts that can be used for basketball, volleyball, cheerleading and martial arts.

Planned Facilities

Two planned facilities were identified during the course of this study that may impact the demand for facilities at the Fairgrounds – a downtown convention/conference center and a proposed amphitheater at the Tallahassee Mall.

Convention Center – Local city and county public officials, FSU representatives, Leon County Division of Tourism Development and other community/business leaders have been meeting and planning the possible addition of a convention/conference center in the area adjacent to the Donald L Tucker Civic Center. Though not solidified as of the date of this report, features of this center that have been discussed include a minimum 85,000 square foot, Class A convention/meeting space, an adjacent 200-300 room headquarters hotel and other convention features. This type of facility is not considered to be competitive with facilities at the Fairgrounds; appealing to state, regional and national associations for meting and trade show space that can accommodate several thousand people with possible auditorium, conference rooms and lecture halls, as well as adjacent lodging that serves as headquarters hotel for conventions. This type of space is also inconsistent with the needs of the North Florida Fair and year-round uses and use potential at the Fairgrounds.

Tallahassee Mall Amphitheater – Another planned facility is an amphitheater of some sort that would be part of the Tallahassee Mall renovation. It is unknown at this time if the planned amphitheater component will actually be built.

Summary of Factors Affecting Demand for Fairground Facilities

Based on the review of the various factors that affect demand for facilities at the Fairgrounds (site location, market area characteristics, support services and competitive factors, we noted the following:

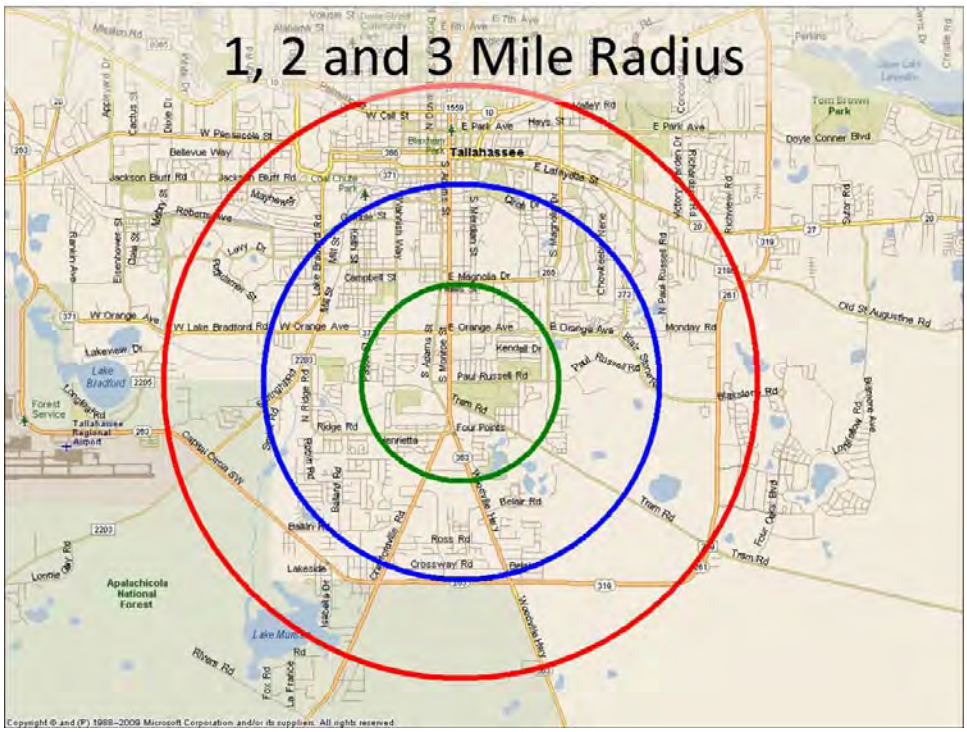
- The Fairgrounds is located in a highly visible and easily accessible location within the Tallahassee/Leon County area
- The Fairground's market area within a 20-minute drive has about 200,000 residents – with another 100,000 between 20 minutes and 30 minutes
- The Socio-Economic makeup of the local market, with low median and average household incomes (reflecting both university student population and a lower-class resident population in close proximity of the Fairgrounds), may preclude many more locally-focused consumer shows
- The Civic Center offers superior size and quality of exhibition and meeting spaces, making it the most competitive event facility for the Fairgrounds
- The Tallahassee/Leon County market area has sufficient entertainment facilities and events
- Planned new facilities in the Tallahassee area will not impact current or future Fairground events/uses
- The Fairground's indoor/outdoor space totals (square footage) and parking availability exceed other venues in the market area

PRIVATE DEVELOPMENT OPPORTUNITIES

In addition to assessing the opportunities for expanded and/or new event facilities at the Fairgrounds that would increase usage of the grounds and contribute to the economic vitality of the area, we were tasked with assessing opportunities for private development of parts of the Fairgrounds property. It was surmised that Fairgrounds' parcels along South Monroe Street might be well suited for sale or lease for retail or similar commercial development.

A key consideration of this assessment is that any private development on Fairground's property would need to be compatible with and supportive of year-round activities and the annual North Florida Fair.

To assess the opportunities for such private development, we reviewed the amount and nature of retail and commercial development within a 1, 2 and 3 mile radius of the Fairgrounds property, including retail, restaurants, lodging and similar businesses.



The discussion and maps presented on pages 17 to 21 show those types of businesses in proximity to the Fairgrounds.

In addition, we obtained retail purchasing and retail sales data, by type of store, within a 1, 2 and 3 mile radius of the Fairgrounds from The Nielson Company – Retail Opportunity Gap[2]. The Retail Opportunity Gap analysis provides a comparison of the estimated expenditures (purchases) made by residents within the various radii of the Fairgrounds, by store type, with the estimated sales reported by the stores within the various radii. If the expenditures of residents within the various radii exceed the reported sales of retailers and businesses, then an opportunity exists for more outlets. If the reported sales of retailers/businesses within the various radii exceed the expenditures made by the residents within the same radii, that indicates an oversupply of businesses (excess sales come from residents living outside of the various radii).

The following table presents a summary of the Retail Gap Opportunity analysis prepared by The Nielson Company for the areas within a 1, 2 and 3 mile radius of the Fairgrounds.

North Florida Fairgrounds Study
RMP Opportunity Gap Summary, 2014

	Amount of Opportunity Gap or (Surplus)		
General Category	**1 Mile Radius**	**2 Mile Radius**	**3 Mile Radius**
Clothing and Clothing Accessories	$833,341	$2,709,332	($73,681,599)
Electronics and Appliance Stores	$1,631,318	$5,334,404	$1,591,518
Food and Beverage Stores	($48,146,362)	($31,267,486)	($84,871,204)
Food Service and Dining Places	($1,651,350)	($2,450,699)	($99,173,423)
Furniture and Home Furnishings	$1,506,138	$3,056,290	($6,775,925)
Gasoline Stations	$1,559,379	$9,128,421	$11,470,095
General Merchandise	$248,285	$14,914,670	($93,790,426)
Health and Personal Care Stores	($20,712,322)	($15,872,631)	($43,570,303)
Sporting Goods, Hobby, Book and Music Stores	$658,957	$4,565,930	($3,189,364)
Building Materials and Garden Equipment	$6,949,767	$13,959	$12,769,992

Source: The Nielson Company, 2014

Using the Retail Opportunity Gap analysis summary, shown above, the greatest absolute dollar opportunities appear to exist for Building Materials and Garden Equipment Stores, Gasoline Stations and Electronic and Appliance Stores. Using the Opportunity Gap dollar amounts and general per square foot sales by store type, those three top ranked opportunities would support stores that would be substantially smaller than typically be built. In addition – and even more important to the study – these types of retail/commercial developments are incompatible with the annual North Florida Fair and with events and activities held at the Fairgrounds, as well as with actual land uses.

Based on the presence of significant numbers of lodging facilities, retail outlets and restaurants already operating within close proximity of the Fairgrounds and the lack of demand for compatible retail/commercial developments, any type of private development on parcels of the Fairgrounds is not considered feasible at this time.

Exhibit A contains the detailed Retail Opportunity Gap analyses for the Fairgrounds.

[2] The Nielson Company uses the Consumer Expenditure Survey by Bureau of Labor and Census of the Retail Trade by US Census Bureau.

ASSESSMENT OF POTENTIAL USES

To develop estimates of market demand for event facilities at the North Florida Fairgrounds, in addition to the implications of the demographic and economic trends and competitive facilities, the following work tasks were conducted:

- Discussed event potential and felt community needs with the following stakeholders:

Big Bend Bird Club	Market Days
Bully Bash	North Florida Fair Association
Dale Earnhardt Jr. Auto Sales	Ochlochonee River Kennel Club
Family Campers & RV'ers	Pigfest
Leon County Administration	Repticon
Leon County Division of Tourism Development	Southern Classic Gun & Knife Show
Leon County Extension	Tallahassee Boat Show
Leon County Office of Resource Stewardship	Tallahassee Parks and Recreation
Leon County Schools	Tallahassee Sports Council
Maranatha Health Fair	Tallahassee-Leon County Planning

- Reviewed last 3 years of events and activities held at the Fairgrounds and conducted phone interviews with major uses of the Fairgrounds to ascertain need for new, larger/expanded facilities.
- Reviewed recent calendar of events held at competitive event facilities and conducted interviews with select event promoters and organizers to discuss interest in staging an event(s) at the Fairgrounds site and facilities needed; as well as overall assessment of the market area for events and activities. Key interviews of potential users included volleyball and basketball tournament organizers, RV clubs and consumer show promoters.
- Evaluated the overall market potential for the Fairground's market area in comparison to events held in similar size markets with similar market characteristics.

Market Niches

On the basis of factors affecting demand for facilities at the Fairgrounds (i.e., location, area economics and demographics, competitive factors, usage trends and the like) and interviews/surveys of stakeholders and current and potential users of Fairground facilities, our review of facility needs for the annual North Florida Fair and our assessment of the optimal market opportunities for the future of Fairgrounds, the following expanded and new market opportunities exist for facilities at the North Florida Fairgrounds:

- Regional consumer and public shows, as well as local specialty sales events
- Indoor sports tournaments, such as volleyball, cheerleading and dance
- Festivals (music, ethnic, community, etc.)
- Spectator events such as martial arts and wrestling
- Small animal shows, such as dog, cat, bird and rabbit
- Banquets, receptions, fundraisers and similar events
- State and regional RV rallies
- Community events and users

Market Opportunities and Operating Focus

Generally, the facilities at Fairgrounds have limited use due to current conditions, ages and sizes, as well as competition from larger event facilities in the Tallahassee area. In spite of the limitations of existing facilities, there are opportunities to increase the number of events held at the Fairgrounds throughout the year by attracting new markets/events with new facilities. In addition, there are a number of events held at the Fairgrounds that would benefit greatly from new and larger facilities; enabling those events to grow in both participation and attendance.

With expanded/new event facilities, the Fairgrounds could successfully attract and stage events associated with both new markets and build on existing markets, as well as better participation in the annual North Florida through additional growth in attendance, participation and net revenues.

Existing markets that could be expanded with new event facilities include consumer and public shows, trade and industry shows, regional RV rallies, indoor sports tournaments, mid-sized banquets/receptions, small animal shows and sales and auctions. All of these types of events have been limited in size at Fairgrounds; constrained by its relatively small exhibition spaces.

Event Potential

Based on medium to strong market potential, below are estimates of the existing and new events and activities that could be successfully staged at the Fairgrounds with new event facilities. We have presented a low scenario and high scenario, in terms of the number of events and activities.

North Florida Fairgrounds Exhibition Building
Potential Range of Events by Type

Event Types	Range of Number of Events		
Existing Shows and Events	21	to	21
New Consumer Shows	10	to	11
Trade and Industry Shows	2	to	3
Sporting Events	6	to	9
Animal Shows	1	to	2
Banquets and Receptions	12	to	18
Conferences/Meetings	36	to	48
Regional RV Rallies	1	to	2
Fundraisers	3	to	5
Religious Gatherings	2	to	3
Spectator Events	2	to	3
Festivals	2	to	2
Community Uses	4	to	6
	102		133

The tables below present a low and high scenario for potential events, number of events, move-in/out days, estimated average space needs per event, total square footage rented per event type and total amount of move-in/move-out space rented – by event type.

Low Scenario

Potential Events, Low Scenario -- Stabilized Year

Event Type	Number of Events	Average Event Days	Move-In and Move-Out Days	Total Use Days	Event Days	Square Footage	Total SF Event Days	Total SF MIMO
Existing Shows/Events								
Gun & Knife Show	5	2	1.00	15.00	10.00	25,000	250,000	125,000
Take Me Home	1	1	1.00	2.00	1.00	20,000	20,000	20,000
ORKC Dog Show	1	6	2.00	8.00	6.00	40,000	240,000	80,000
LC Schools	1	1	1.00	2.00	1.00	30,000	30,000	30,000
Smart Club Liquidation Sale	2	4	2.00	12.00	8.00	35,000	280,000	140,000
Pigfest	1	1	1.00	2.00	1.00	15,000	15,000	15,000
Maranatha Health Fair	1	1	1.00	2.00	1.00	30,000	30,000	30,000
Kidsfest	1	1	1.00	2.00	1.00	25,000	25,000	25,000
Dale Earnhardt Jr. Sale	2	5	2.00	14.00	10.00	25,000	250,000	100,000
Repticon	1	1	1.00	2.00	1.00	15,000	15,000	15,000
Market Days	1	2	6.00	8.00	2.00	40,000	80,000	240,000
FAMU Kickoff	1	1	2.00	3.00	1.00	25,000	25,000	50,000
City Back to School	1	2	1.00	3.00	2.00	35,000	70,000	35,000
BBMRA Train Show	1	2	1.00	3.00	2.00	15,000	30,000	15,000
Boat Show	1	5	1.00	6.00	5.00	30,000	150,000	30,000
	21			84.00	52.00		1,510,000	950,000
New Consumer Shows								
Sportsman Show	1	3.0	2.00	5.00	3.00	40,000	120,000	80,000
Energy Home Show	1	3.0	2.00	5.00	3.00	40,000	120,000	80,000
Bridal Fair	1	1.0	0.50	1.50	1.00	25,000	25,000	12,500
Electronics Show	1	2.0	0.50	2.50	2.00	20,000	40,000	10,000
Specialty Sale	1	2.0	0.50	2.50	2.00	15,000	30,000	7,500
One Week Boutique	2	4.0	1.00	10.00	8.00	40,000	320,000	80,000
Pet Expo	1	2.0	0.50	2.50	2.00	30,000	60,000	15,000
Seasonal Shows	2	2.0	0.50	5.00	4.00	15,000	60,000	15,000
	10			34.00	25.00		775,000	300,000

Event Type	Number of Events	Average Event Days	Move-In and Move-Out Days	Total Use Days	Event Days	Square Footage	Total SF Event Days	Total SF MIMO
New Trade and Industry Shows	2	3.0	1.00	8.00	6.00	30,000	180,000	60,000
New Sporting Events	6	2.0	1.00	18.00	12.00	40,000	480,000	240,000
New Animal Shows								
New Animal Shows	1	3.0	1.00	4.00	3.00	30,000	90,000	30,000
	1			4.00	3.00		90,000	30,000
New Banquets/Receptions								
Small-Mid Sized	9	1.0	0.00	9.00	9.00	5,000	45,000	0
Mid-Large Sized	3	1.0	0.00	3.00	3.00	10,000	30,000	0
	12			12.00	12.00		75,000	0
New Conferences/Meetings/Seminars								
Other	36	1.0	0.00	36.00	36.00	2,000	72,000	0
	36			36.00	36.00		72,000	0
Other New Uses								
RV Rallies	1	5.0	0.00	5.00	5.00	25,000	125,000	0
Fundraisers	3	1.0	0.50	4.50	3.00	12,500	37,500	18,750
Religious Gatherings/Events	2	1.5	0.00	3.00	3.00	30,000	90,000	0
Spectator Events	2	1.0	0.00	2.00	2.00	40,000	80,000	0
Festivals	2	2.0	1.00	6.00	4.00	25,000	100,000	50,000
Community Uses	4	2.0	1.00	12.00	8.00	20,000	160,000	80,000
	14			32.50	25.00		592,500	148,750
Total Exhibit Building Uses	102			228.5	171.0		3,774,500	1,728,750

High Scenario

Potential Events, High Scenario -- Stabilized Year

Event Type	Number of Events	Average Event Days	Move-In and Move-Out Days	Total Use Days	Event Days	Square Footage	Total SF Event Days	Total SF MIMO
Existing Shows/Events								
Gun & Knife Show	5	2	1.00	15.00	10.00	25,000	250,000	125,000
Take Me Home	1	1	1.00	2.00	1.00	20,000	20,000	20,000
ORKC Dog Show	1	6	2.00	8.00	6.00	40,000	240,000	80,000
LC Schools	1	1	1.00	2.00	1.00	30,000	30,000	30,000
Smart Club Liquidation Sale	2	4	2.00	12.00	8.00	35,000	280,000	140,000
Pigfest	1	1	1.00	2.00	1.00	15,000	15,000	15,000
Maranatha Health Fair	1	1	1.00	2.00	1.00	30,000	30,000	30,000
Kidsfest	1	1	1.00	2.00	1.00	25,000	25,000	25,000
Dale Earnhardt Jr. Sale	2	5	2.00	14.00	10.00	25,000	250,000	100,000
Repticon	1	1	1.00	2.00	1.00	15,000	15,000	15,000
Market Days	1	2	6.00	8.00	2.00	40,000	80,000	240,000
FAMU Kickoff	1	1	2.00	3.00	1.00	25,000	25,000	50,000
City Back to School	1	2	1.00	3.00	2.00	35,000	70,000	35,000
BBMRA Train Show	1	2	1.00	3.00	2.00	15,000	30,000	15,000
Boat Show	1	5	1.00	6.00	5.00	30,000	150,000	30,000
	21			84.00	52.00		1,510,000	950,000
New Consumer Shows								
Sportsman Show	1	3.0	2.00	5.00	3.00	40,000	120,000	80,000
Energy Home Show	1	3.0	2.00	5.00	3.00	40,000	120,000	80,000
Bridal Fair	1	1.0	0.50	1.50	1.00	25,000	25,000	12,500
Electronics Show	1	2.0	0.50	2.50	2.00	20,000	40,000	10,000
Specialty Sale	2	2.0	0.50	5.00	4.00	15,000	60,000	15,000
One Week Boutique	2	4.0	1.00	10.00	8.00	40,000	320,000	80,000
Pet Expo	1	2.0	0.50	2.50	2.00	30,000	60,000	15,000
Seasonal Shows	2	2.0	0.50	5.00	4.00	15,000	60,000	15,000
	11			36.50	27.00		805,000	307,500
Event Type	**Number of Events**	**Average Event Days**	**Move-In and Move-Out Days**	**Total Use Days**	**Event Days**	**Square Footage**	**Total SF Event Days**	**Total SF MIMO**
New Trade and Industry Shows	3	3.0	1.00	12.00	9.00	30,000	270,000	90,000
New Sporting Events	9	2.0	1.00	27.00	18.00	40,000	720,000	360,000
New Animal Shows								
New Animal Shows	2	3.0	1.00	8.00	6.00	30,000	180,000	60,000
	2			8.00	6.00		180,000	60,000
New Banquets/Receptions								
Small-Mid Sized	12	1.0	0.00	12.00	12.00	5,000	60,000	0
Mid-Large Sized	6	1.0	0.00	6.00	6.00	10,000	60,000	0
	18			18.00	18.00		120,000	0
New Conferences/Meetings/Seminars								
Other	48	1.0	0.00	48.00	48.00	2,000	96,000	0
	48			48.00	48.00		96,000	0
Other New Uses								
RV Rallies	2	5.5	0.00	11.00	11.00	25,000	275,000	0
Fundraisers	5	1.0	0.50	7.50	5.00	12,500	62,500	31,250
Religious Gatherings/Events	3	1.5	0.00	4.50	4.50	30,000	135,000	0
Spectator Events	3	1.0	0.00	3.00	3.00	40,000	120,000	0
Festivals	2	2.0	1.00	6.00	4.00	25,000	100,000	50,000
Community Uses	6	2.0	1.00	18.00	12.00	20,000	240,000	120,000
	21			50.00	39.50		932,500	201,250
Total Exhibit Building Uses	133			283.5	217.5		4,633,500	1,968,750

FACILITY RECOMMENDATIONS

Based on the projected market demand, we have determined that there exists current and potential future market demand/support for new event facilities at the North Florida Fairgrounds, consisting of the following (the Recommended Facilities):

Exhibition Building

- 35,000 to 40,000 square feet of rentable exhibition space, including clear-span, high-ceiling flat floor multi-purpose space, dividable into 2 separate spaces
- 2,000 square feet of dividable into 3 to 4 smaller meeting space areas
- Catering kitchen that is expandable to a full commercial kitchen as needed
- Restrooms to serve separate function areas
- Foyer area for pre-function space
- Multiple concession areas servicing the large exhibition space
- Show office, technology amenities
- Close proximity/adjacent to paved parking

Upgrades and Beautification

- New fencing and gate entries
- Electrical infrastructure upgrades
- On-grounds landscaping and beautification

Possible Locations of Exhibition Building

In December 2014, as part of this study's process, a representative of Populous conducted an assessment of optional locations on the Fairgrounds for a multi-purpose event facility and other features (though not defined in size or configuration).

Three different possible layouts, including an undefined multi-purpose building, were prepared and presented by Populous at a gathering of stakeholders as a part of this process. The layouts are presented on the following pages.

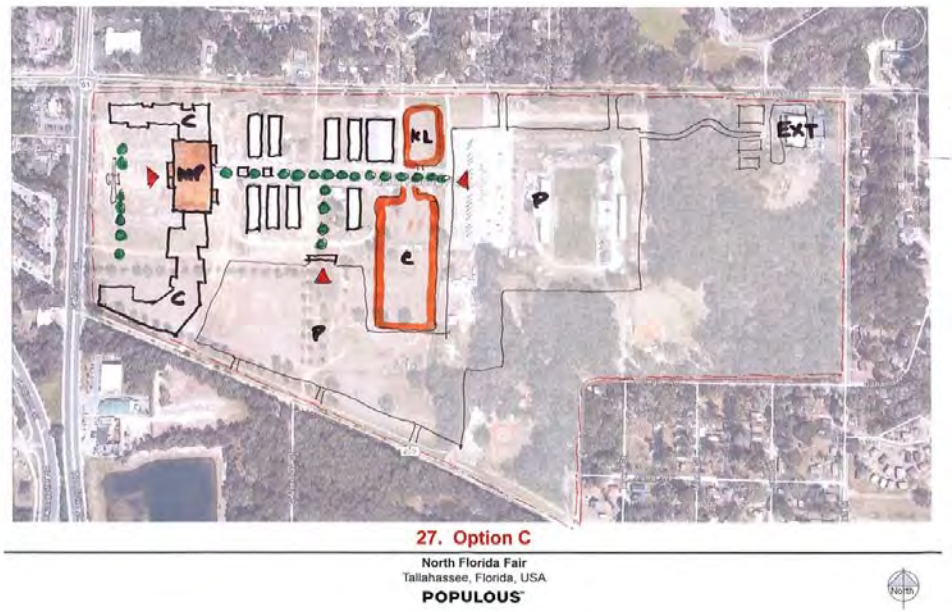
Option A – This option locates a multi-purpose building in the shared parking lot with the stadium – with the stadium being relocated to another site and that current stadium area turned into parking. During the course of this study, it was determined that the stadium relocation was not a foreseeable option.

25. Option A
North Florida Fair
Tallahassee, Florida, USA
POPULOUS

Option B – This option located a multi-purpose building where Buildings 2, 4 and 6 are currently located on the Fairgrounds, as well as reducing the carnival size and adding potential commercial developments on the west end of the Fairgrounds. As presented on page 42, our analysis determined there is not sufficient retail or commercial demand for selling or leasing Fairground property. In addition, the location of a multi-purpose building that would replace Buildings 2, 4 and 6 would eliminate high use and revenue generating buildings for the Fair Association.

26. Option B
North Florida Fair
Tallahassee, Florida, USA
POPULOUS

Option C – This option reduces the size of the carnival/midway area and relocates it to the east side of the Fairgrounds, siting a multi-purpose building in the current carnival lot area, with even greater space designated as possible retail and commercial development. As mentioned above, the assessment of demand for retail and commercial development in the area of the Fairgrounds revealed no actionable demand for such developments at the Fairgrounds site.



Alternative Options

Two alternative places on the Fairgrounds are possible locations for the Exhibition Building and are presented as Alternative Option D and Alternative Option E on the next page. Both of these locations may offer better operating and layout options than Options A, B or C. ***The shaded areas in the aerials below are not to scale and are to show approximate locations only.***

Alternative Option D – Locating the proposed Exhibition Building where Buildings 1, 3 and the office are currently located (or moving slightly east and preserving the office), would leave in place Buildings 2, 4 and 6 which could continue to be used for low cost events and would remain in place during the construction of the Exhibition Building, preserving the revenue potential of the Fair Association during the construction period.

Alternative Option E – As a variation of Option B, the Exhibition Building could be sited just west of Building 2, leaving the revenue producing Buildings 2 and 4. To offset the space occupied by the Exhibition Building in this location, Buildings 1 and 3 might have to be removed to accommodate the carnival space lost with the siting of the Exhibition Building here.

FINANCIAL ASSESSMENT

This section presents the projected incremental cash flows before replacement reserves and debt service for the market-driven Recommended Facilities at Fairgrounds. The projected statements of revenues and expenses are based on (1) the projected utilization of the Recommended Facilities, recommended rental rates presented in this document, (2) the estimated incremental revenues that could be realized from operating the Recommended Facilities and (3) the estimated incremental expenses associated with operating the improvements and additions. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

The projections of cash flow, before replacement reserves and debt service, for the Recommended Facilities are presented on page 56. These projections are presented in current year dollars and do not reflect any increase due to inflation.

Rental Rate Assumptions

Based on the rental rate schedule of competitive and comparable facilities, as well as discussions with potential users, we have developed a proposed rental rate structure for the Recommended Facilities, presented in the following table.

North Florida Fairgrounds Exhibition Building
Proposed Pricing of Recommended Facilities

Facility	Rental Rates
Exhibit Space	
Consumer/public shows/festivals/community uses	$0.0725 to $0.075 per square foot
Trade and industry shows	$0.0575 per square foot
Youth sporting events	$0.05 per square foot
Banquet Meeting Space	
Banquets, meetings, fundraisers	$0.15 to $0.20 per square foot 10% plate fee for catered events
Move-In/Out Rate	50% of regular rate
Camping fee for RV rallies	$12.50 per night
Parking (consumer shows, spectator events, festivals)	$2 net to facility

Operating Approach

The financial projections assume the Fair Association (1) continues to serve its existing and new clients with high quality service (2) hires the necessary support staff for event coordination and facility maintenance (see page 55), (3) works in close relationship with Leon County Division of Tourism Development and local sports organizations to attract the identified sports tournaments and (4) co-markets the entire Fairgrounds with Leon County Division of Tourism Development and other Tallahassee and Leon County organizations that will help insure its overall success.

Operating Revenue Assumptions

For purposes of the projections, it is assumed that the proposed Exhibition Building would have 40,000 square feet of net rentable exhibit space and would generate revenues from building rental income, concession income, parking income, camping income, incremental fair revenues and advertising/signage based on the event potential shown on pages 45 and 46.

Building Rentals

Building income includes revenues generated from renting the recommended exhibition building. Below are the assumptions for the low and high scenarios that were used to estimate the potential incremental building rental income for the Recommended Facilities.

NORTH FLORIDA FAIRGROUNDS EXHIBITION BUILDING
BUILDING RENTAL REVENUE - LOW SCENARIO

EVENT	NUMBER OF EVENTS	MIMO SQUARE FOOTAGE	EVENT DAY SQUARE FOOTAGE	MIMO BASIC RENTAL	EVENT DAY BASIC RENTAL	BASIC RENTAL	
EXISTING SHOWS/EVENTS	21	950,000	1,510,000	$34,438	$109,475	$143,913	
NEW CONSUMER SHOWS	10	300,000	775,000	10,875	56,188	67,063	
TRADE AND INDUSTRY SHOWS	2	60,000	180,000	1,725	10,350	12,075	
SPORTING EVENTS	6	240,000	480,000	6,000	24,000	30,000	
ANIMAL SHOWS	1	30,000	90,000	1,088	6,525	7,613	
BANQUETS AND RECEPTIONS	12	0	75,000	0	11,250	11,250	
MEETINGS AND SEMINARS	36	0	72,000	0	10,800	10,800	
SPECTATOR EVENTS	2	0	80,000	0	5,800	5,800	
RV RALLIES	1	0	125,000	0	9,063	9,063	
FUNDRAISERS	3	18,750	37,500	680	5,625	6,305	
RELIGIOUS GATHERINGS/EVENTS	2	0	90,000	0	6,525	6,525	
FESTIVALS	2	50,000	100,000	1,813	7,250	9,063	
COMMUNITY USES	4	80,000	160,000	2,900	11,600	14,500	
	102	1,728,750	3,774,500	$59,517	$274,450	333,967	**$334,000**

NORTH FLORIDA FAIRGROUNDS EXHIBITION BUILDING
BUILDING RENTAL REVENUE - HIGH SCENARIO

EVENT	NUMBER OF EVENTS	MIMO SQUARE FOOTAGE	EVENT DAY SQUARE FOOTAGE	MIMO BASIC RENTAL	EVENT DAY BASIC RENTAL	BASIC RENTAL	
EXISTING SHOWS/EVENTS	21	950,000	1,510,000	$35,625	$113,250	$148,875	
NEW CONSUMER SHOWS	11	307,500	805,000	11,531	60,375	71,906	
TRADE AND INDUSTRY SHOWS	3	90,000	270,000	2,588	15,525	18,113	
SPORTING EVENTS	9	360,000	720,000	9,000	36,000	45,000	
ANIMAL SHOWS	2	60,000	180,000	2,250	13,500	15,750	
BANQUETS AND RECEPTIONS	18	0	120,000	0	24,000	24,000	
MEETINGS AND SEMINARS	48	0	96,000	0	19,200	19,200	
SPECTATOR EVENTS	3	0	120,000	0	9,000	9,000	
RV RALLIES	2	0	275,000	0	20,625	20,625	
FUNDRAISERS	5	31,250	62,500	1,172	12,500	13,672	
RELIGIOUS GATHERINGS/EVENTS	3	0	135,000	0	10,125	10,125	
FESTIVALS	2	50,000	100,000	1,875	7,500	9,375	
COMMUNITY USES	6	120,000	240,000	4,500	18,000	22,500	
	133	1,968,750	4,633,500	$68,541	$359,600	428,141	**428,000**

The above estimates of building rental revenue for the Exhibition Building includes revenue potential of existing events listed on pages 45 and 46 for which the North Florida Fair Association received about $93,000 in 2014. This amount is deducted from the total revenue potential in the projections of revenues and expenses on page 56 in order to reflect only the incremental revenues associated with these events.

Concession Income

For purposes of the projections, it is assumed that the Fairgrounds would have sufficient volume of event activity to enter into a multi-year contract with a third-party concessionaire to provide food service/concessions for consumer shows, spectator events, animal shows and community events, paying Fairgrounds 30% of gross concession sales. For banquets, receptions, fundraisers and meetings where food is catered, it is assumed that Fairgrounds would receive a 10% caterer's fee. Below are the detailed assumptions and calculations of concessions and concession income. Attendance estimates are based on Fair Association records for existing shows/events, discussions with current and potential event organizers, survey results, review of similar events held at competitive facilities and location/access factors.

NORTH FLORIDA FAIRGROUNDS EXHIBITION BUILDING
CONCESSION INCOME POTENTIAL - LOW SCENARIO

EVENT	NUMBER OF EVENTS	ASSUMED TOTAL ATTEND.	PER CAP SALES	TOTAL SALES	30% PERCENT TO FACILITY
EXISTING SHOWS/EVENTS	21	20,800	$1.50	$31,200	$9,400
NEW CONSUMER SHOWS	10	15,400	$1.50	$23,100	6,900
TRADE AND INDUSTRY SHOWS	2	1,600	$20.00	$32,000	3,200
SPORTING EVENTS	6	3,600	$1.50	$5,400	1,600
ANIMAL SHOWS	1	1,200	$1.00	$1,200	400
BANQUETS AND RECEPTIONS	12	5,550	$20.00	$111,000	11,100
SPECTATOR EVENTS	2	3,600	$4.50	$16,200	4,900
FUNDRAISERS	3	2,500	$20.00	$50,000	5,000
FESTIVALS	2	7,000	$2.00	$14,000	4,200
COMMUNITY USES	4	3,200	$1.00	$3,200	1,000
					$48,000

NORTH FLORIDA FAIRGROUNDS EXHIBITION BUILDING
CONCESSION INCOME POTENTIAL - HIGH SCENARIO

EVENT	NUMBER OF EVENTS	ASSUMED TOTAL ATTEND.	PER CAP SALES	TOTAL SALES	30% PERCENT TO FACILITY
EXISTING SHOWS/EVENTS	21	20,800	$1.50	$31,200	$9,400
NEW CONSUMER SHOWS	11	16,400	$1.50	$24,600	7,400
TRADE AND INDUSTRY SHOWS	3	2,400	$20.00	$48,000	4,800
SPORTING EVENTS	9	5,400	$1.50	$8,100	2,400
ANIMAL SHOWS	2	2,400	$1.00	$2,400	700
BANQUETS AND RECEPTIONS	18	9,000	$20.00	$180,000	18,000
SPECTATOR EVENTS	3	5,400	$4.50	$24,300	2,400
FUNDRAISERS	5	4,167	$20.00	$83,333	8,300
FESTIVALS	2	7,000	$2.00	$14,000	4,200
COMMUNITY USES	6	9,000	$1.00	$9,000	2,700
					$60,000

Equipment Rentals

Equipment rentals consist of estimated incremental income form table and chair rentals for new consumer shows and similar events. For purposes of the projections, it is assumed the Fair Association would receive $8.00 per table and $2.00 per chair. Based on the estimated events in which table and chairs would be rented, equipment rental revenues are estimated to range between $22,000 and 23,000.

Parking Revenue

For purposes of the projections, it is assumed that the Fairgrounds would contract with a third-party parking operator to manage, control and collect parking revenues for certain existing and new events, such as consumer shows, spectator events and festivals. It is assumed that Fairgrounds would receive a net of $2.00 per car parked. The tables below present the assumptions and calculations of parking revenue potential for the Recommended Facilities.

NORTH FLORIDA FAIRGROUNDS EXHIBITION BUILDING
PARKING INCOME POTENTIAL - LOW SCENARIO

EVENT	NUMBER OF EVENTS	ASSUMED TOTAL ATTEND.	ASSUMED PERSONS PER CAR	NUMBER OF CARS PARKED	PARKING REVENUE	
EXISTING SHOWS/EVENTS	21	20,800	3.00	6,933	$13,867	
NEW CONSUMER SHOWS	10	15,400	3.00	5,133	10,267	
SPECTATOR EVENTS	2	3,600	4.00	900	1,800	
FESTIVALS	2	7,000	2.50	2,800	5,600	
					$31,533	**$32,000**

NORTH FLORIDA FAIRGROUNDS EXHIBITION BUILDING
PARKING INCOME POTENTIAL - HIGH SCENARIO

EVENT	NUMBER OF EVENTS	ASSUMED TOTAL ATTEND.	ASSUMED PERSONS PER CAR	NUMBER OF CARS PARKED	PARKING REVENUE	
EXISTING SHOWS/EVENTS	21	20,800	3.00	6,933	$13,867	
NEW CONSUMER SHOWS	11	16,400	3.00	5,467	10,933	
SPECTATOR EVENTS	3	5,400	3.00	1,800	3,600	
FESTIVALS	2	7,000	2.50	2,800	5,600	
					$34,000	**$34,000**

Camping Income

The Fairgrounds could generate camping income from RV rallies held at the Fairgrounds. With the presence of the Exhibition Building, it is assumed that 1 to 2 large regional RV rallies, with 600 to 700 rigs over a 5 day period each, could be attracted to Tallahassee. Camping income is estimated based on an assumed nightly rate of $12.50 for these RV rallies.

Incremental Fair Revenue

With the availability of the proposed Exhibition Building, it would be possible to increase the number of indoor commercial vendors (both new and relocated), as well as food booths, during the annual North Florida Fair. In addition, signage and sponsorship revenues can be generated with the new exhibition building, providing incremental revenue for the Fair ranging between $25,000 and $35,000 per year.

Sponsorship Revenues

It is assumed that the Fair Association could generate sponsorship/signage revenue on a year-round basis with the addition of the proposed exhibition building, ranging from $20,000 to $30,000 per year.

Operating Expense Assumptions

Operating the Recommended Facilities will consist of a variety of expenses, including incremental staffing costs, utilities, general and administrative costs, supplies, repairs and maintenance, marketing and advertising and contracted services. Following is an overview of the assumptions used in preparing the operating expense projections, based on historical financial operating costs at Fairgrounds.

Salaries, Wages and Benefits

In addition to the current staffing levels of non-fair operations at the North Florida Fairgrounds, based on the additional events and activities under the high and low scenarios, the following new positions would be required:

Event Coordinator – Needed for both the low and high scenarios, this position would assist in marketing the facilities, with emphasis on contract management and scheduling, facility tours and event coordination.

Maintenance Staff – Under the low scenario, one and one-half full-time maintenance staff would be needed. For the high scenario, two additional full-time maintenance staff would be needed. These positions would assist with overall facility maintenance, as well as specific set-up and clean-up activities at Fairgrounds.

Using current approximate salary and wage levels for similar positions in the Tallahassee market area (per the Florida Department of Economic Opportunity, below are the expected incremental labor costs associated with the above positions.

North Florida Fairgrounds Exhibition Building
Estimated Incremental Personnel Costs

Staff Position	Low Scenario	High Scenario
Event Coordinator	$40,000	$40,000
Maintenance Staff	40,000	40,000
Maintenance Staff	20,000	40,000
	$100,000	$120,000
Taxes and Benefits @ 40%	40,000	48,000
Total Personnel Costs	$140,000	$168,000

Utilities

Utility costs include electricity, gas, water, sewer and trash removal for the operation of the Recommended Facilities.

General and Administrative Expenses

General and administrative expenses cover the incremental costs of operating the Recommended Facilities including office supplies, travel, postage, telephone, equipment rentals and other costs.

Supplies

Supply costs include supplies used in the operation and maintenance of the facilities, such as rest room supplies and those supplies used in cleaning and maintaining the facilities.

Repairs and Maintenance
Repairs and maintenance costs include the cost of normal repairs and maintenance of the facilities; not extraordinary costs associated with new facilities.

Advertising and marketing
These costs include the production of brochures, marketing materials, travel and tours, mailing and other costs associated with advertising and promoting the Recommended Facilities.

Contractual Services
It is assumed that Fairgrounds would contract for certain services associated with operating and maintaining the facilities, such as hourly works for event set-up and clean-up, as well as equipment rentals and special services.

Projected Revenues and Expenses

The projected revenues and expenses for the proposed exhibition building and expanded equestrian facilities at the North Florida Fairgrounds, in a stabilized year of operation (3rd year of operating the proposed exhibition building), are presented in the table below. The projected cash flows are based on the assumed rental rates presented in this document, the projected utilization of the proposed facilities, and the estimated revenues and expenses associated with operating the facilities.

These projections and the assumptions herein represent the revenues and expenses associated with operating the Recommended Facilities and are considered to be incremental to current revenues and expenses. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. The projections are presented in 2015 dollars.

North Florida Fairgrounds Exhibition Building
Projected Incremental Operating Revenues and Expenses
Stabilized Year of Operations

	Low Scenario	High Scenario	Average Scenario
Operating Revenues			
Rental income	$334,000	$428,000	$381,000
Concession income	48,000	60,000	54,000
Equipment rentals	22,000	23,000	22,500
Fair revenues	25,000	35,000	30,000
Sponsorship revenues	20,000	30,000	25,000
Camping Income	38,000	44,000	41,000
Parking income	32,000	34,000	33,000
Total revenues	519,000	654,000	586,500
Less: Revenues from existing events	(93,000)	(93,000)	(93,000)
Incremental revenues	426,000	561,000	493,500
Operating Expenses			
Salaries, wages & benefits	140,000	168,000	154,000
Utilities	55,000	75,000	65,000
General & administrative	5,000	8,000	6,500
Supplies	10,000	15,000	12,500
Repairs and maintenance	20,000	30,000	25,000
Marketing and advertising	15,000	25,000	20,000
Contractual services	20,000	30,000	25,000
Incremental expenses	265,000	351,000	308,000
Incremental cash flow	$161,000	$210,000	$185,500

ESTIMATED CONSTRUCTION COSTS

Populous, an international fairgrounds architectural firm, prepared estimates of the potential costs of constructing the Recommended Facilities. These costs are based on general construction methods and do not reflect any special or extraordinary site development or other unanticipated costs. These costs are based on visual observations, allowances, historic data and local cost indicators (Leon County and Tallahassee). No detailed architectural or engineering studies have been developed. Neither Markin Consulting nor Populous make any representation as to the accuracy of these estimates as they relate to facilities that may be built at the North Florida Fairgrounds. An architectural firm should be engaged to prepare cost estimates specific to the Tallahassee and Leon County building codes and construction cost experience.

North Florida Fairgrounds Order of Magnitude Square Footages & Costs	Area	Cost per Square Foot	Total Estimated Cost
EXHIBITION BUILDING			
Exhibition Hall	40,000 sf	$150	$6,000,000
Meeting Rooms	2,000 sf	$250	500,000
Restrooms	1,600 sf	$250	400,000
Catering/Demonstration Kitchen	800 sf	$300	240,000
Storage	800 sf	$100	80,000
Show Office	200 sf	$250	50,000
Mechanical/Electrial/Fire/Data/ Communications Rooms	600 sf	$100	60,000
Foyer/Circulation	7,000 sf	$300	2,100,000
SUB-TOTAL	53,000 sf		$9,430,000
Soft Costs and FF&E		25%	2,357,500
TOTAL EXHIBITION BUILDING			$11,787,500
SITE ELECTRIAL (Allowance & All Included)			$500,000
GATES, SITE LANDSCAPE & ENHANCEMENTS (Allowance & All Included)			3,000,000
TOTAL ORDER OF MAGNITUDE COST			$15,287,500

Source: Populous

The FF&E estimates included in this table are approximate for table/chairs, portable bleachers, sports floor and technology requirements of the building (e.g., WIFI, energy saving lights, media equipment in meeting rooms, etc.).

FUNDING OPTIONS

A review of funding source options that might apply for the construction of the proposed Exhibition Building and the identified general upgrades and beautification of the Fairgrounds revealed the following:

- Public funding – the taxpayers of Leon County passed a one cent option tax extension in November 2014 that is collected on all taxable sales within the County. Approximately $12 million of the one cent sales tax generated between 2020 and 2040 has been earmarked for Fairground improvements.
- Bond or loan financing – the revenue generating proposed exhibition building (with estimated construction costs of almost $12 million) could possibly support some level of debt financing, estimated in the range of $2 million to $2.75 million, based on the low and high scenario cash flows. The balance of the funding would need to be raided from other sources.
- Other sources – county, state and federal grants, as well as private fund raising could all be additional sources of capital to pay for the cost of the Recommended Facilities

ESTIMATED ECONOMIC IMPACTS

Overview

This section of this report presents the approach and methodology used to develop estimates of the potential economic and fiscal impacts of visitors to the Tallahassee/Leon County area resulting from specific potential events that attract visitors to the area.

Approach

Economic impacts are generally described as the amount of expenditures that occur in a defined geographic area, including subsequent re-spending of the initial expenditures. The new events that could be attracted to the Tallahassee/Leon County area with the construction and operation of the proposed Exhibition Building that would have significant economic impacts to the area are the 1 to 2 regional RV rallies and the 6 to 9 sports tournaments – generating impacts from the spending of non-local participants, spectators and event promoters for lodging, meals, retail purchases, entertainment and the like. The re-spending of the initial expenditures within the Tallahassee/Leon County area of these non-local participants, spectators and event promoters are captured through multipliers that reflect the economic makeup of the area, as well as account for the leakage out of the area. In addition, certain expenditures result in state and local sales and lodging taxes, referred to as fiscal impacts.

RV Rallies

For the RV rallies, we utilized expenditure data from similar regional RV rallies that we surveyed as part of economic impact studies conducted for similar fairgrounds facilities. The impacts include the spending of the (1) rally organizer for meals/catering, materials and supplies, entertainment and fuel, (2) vendors at the rally for food, fuel, entertainment, retail and other local services and (3) rally participants for groceries, fuel, retail, entertainment, other purchases and some per-rally lodging. The tables below presents the estimated spending by these three rally groups. The low scenario assumes a 5-day rally with 600 rigs and 12 vendors. The high scenario adds a 6-day rally with 700 rigs and 12 vendors to the low scenario.

Total Estimated Direct Expenditures of RV Rallies - Low Scenario

Total expenditures	Promoters	Vendors	Participants	Total
Lodging	$0	$0	$0	$0
Meals	23,000	6,300	58,400	87,700
Transportation	6,500	1,800	48,300	56,600
Entertainment	5,000	2,700	9,300	17,000
Retail	15,000	4,500	0	19,500
Services	0	3,600	57,200	60,800
Other	0	13,500	37,900	51,400
Total	$49,500	$32,400	$211,100	$293,000

All amounts rounded to $100's of dollars

North Florida Fairgrounds
Total Estimated Direct Expenditures of RV Rallies - High Scenario

Total expenditures	Promoters	Vendors	Participants	Total
Lodging	$0	$0	$21,200	$21,200
Meals	46,000	12,600	131,100	189,700
Transportation	13,000	3,600	101,100	117,700
Entertainment	10,000	5,400	19,500	34,900
Retail	30,000	9,000	103,200	142,200
Services	0	7,200	0	7,200
Other	0	27,000	89,500	116,500
Total	$99,000	$64,800	$465,600	$629,400

All amounts rounded to $100's of dollars

To estimate the potential total economic impacts associated with the estimated direct expenditures of the 1 to 2 new RV rallies, we purchased RIMS II multipliers from the Bureau of Economic Analysis for Leon County and applied those multipliers to the estimated direct expenditures presented in the above two tables. The calculations of total economic impacts for these RV rallies are shown in the table below, along with the estimated impacts to local earnings and jobs.

North Florida Fairgrounds
RV Rally Impacts - Low Scenario

			Multiplier			Results		
RIMS #	Account Name	Initial Expenditures	Output	Earnings	Jobs	Expenditures	Earnings	Employment
59	Lodging	$0	1.5584	0.4217	13.3527	$0	$0	0.0
60	Meals	87,700	1.5517	0.4471	20.0980	136,100	39,200	1.8
28	Transportation	56,600	1.5553	0.4487	15.5398	88,000	25,400	0.9
711500	Entertainment	17,000	1.5021	0.4346	14.2403	25,500	7,400	0.2
28	Retail	19,500	1.5553	0.4487	15.5398	30,300	8,700	0.3
61	Services	60,800	1.7353	0.4697	13.7480	105,500	28,600	0.8
28	Other	51,400	1.5553	0.4487	15.5398	79,900	23,100	0.8
		$293,000				$465,300	$132,400	4.8

Source for Multipliers: RIMS II Bureau of Economic Analysis

North Florida Fairgrounds
RV Rally Impacts - High Scenario

			Multiplier			Results		
RIMS #	Account Name	Initial Expenditures	Output	Earnings	Jobs	Expenditures	Earnings	Employment
59	Lodging	$21,200	1.5584	0.4217	13.3527	$33,000	$8,900	0.3
60	Meals	189,700	1.5517	0.4471	20.0980	294,400	84,800	3.8
28	Transportation	117,700	1.5553	0.4487	15.5398	183,100	52,800	1.8
711500	Entertainment	34,900	1.5021	0.4346	14.2403	52,400	15,200	0.5
28	Retail	142,200	1.5553	0.4487	15.5398	221,200	63,800	2.2
61	Services	7,200	1.7353	0.4697	13.7480	12,500	3,400	0.1
28	Other	116,500	1.5553	0.4487	15.5398	181,200	52,300	1.8
		$629,400				$977,800	$281,200	10.5

Source for Multipliers: RIMS II Bureau of Economic Analysis

The estimated fiscal impacts associated with these expenditures include state sales tax, state fuel tax, county sales tax and tourism development tax, as presented in the table below.

North Florida Fairgrounds
Estimated Fiscal Impacts of RV Rallies

	Low Scenario	High Scenario
State sales tax	$14,200	$30,700
State fuel tax	6,800	14,200
County sales tax	3,500	7,700
Tourism development tax	0	1,100
	$24,500	$53,700

Sports Tournaments

For purposes of estimating the economic and fiscal impacts for the potential sports tournaments, we used data contained in the ***Leon County Economic Feasibility Assessment Report***[3], dated June 29, 2012, adjusted for the number of tournaments and number of tournament days. Below are the calculations of the estimated impacts of the sports tournaments.

North Florida Fairgrounds
Estimated Impacts of Sports Tournaments

	Low	High
Economic Impacts		
Number of tournaments	6	9
Average number of teams	20	20
Average number of visitors per team	27	27
Average number of days/nights in Tallahassee	2	2
Average daily spending per visitor	143	143
Estimated direct spending	$926,640	$1,389,960
Multiplier for indirect/induced spending	1.44	1.44
Total estimated economic impact	$1,334,400	$2,001,500
Fiscal Impacts		
State sales tax	$55,600	$85,400
County sales tax	13,900	20,900
Tourism development tax	6,800	10,000
Total estimated fiscal impacts	$76,300	$116,300

Source: Leon County Economic Feasibility Assessment Report, June 29, 2012 (p. 54)

[3] A feasibility study for a sports complex in Tallahassee.

TOTAL IMPACTS

The table below presents a summary of the estimated total potential economic and fiscal impacts associated with the RV rallies and sports tournaments that could be staged at the Fairgrounds with the construction of the proposed Exhibition Building.

North Florida Fairgrounds Study
Summary of Estimated Annual Economic Impacts
From New Events Attracted to Tallahassee

Event Type	Low Scenario		High Scenario
Regional RV Rallies	$465,000	to	$978,000
Sports Tournaments	1,334,000	to	2,002,000
Total Annual Impacts	$1,799,000	to	$2,980,000
Estimated Fiscal Impacts	$101,000		$170,000

Exhibits

North Florida Fairgrounds Study
RMP Opportunity Gap - Retail Stores, 2014

	Total Building Material, Garden Equipment Stores	Building Material and Supply Dealers	Lawn, Garden Equipment Supplies Stores
One Mile Radius			
Consumer Expenditures	$8,281,986	$6,998,389	$1,283,597
Retail Sales	1,334,219	398,296	935,923
Opportunity Gap (Surplus)	$6,947,767	$6,600,093	$347,674
Two Mile Radius			
Consumer Expenditures	$32,616,503	$27,620,979	$4,995,524
Retail Sales	32,602,547	31,214,075	1,388,472
Opportunity Gap (Surplus)	$13,956	($3,593,096)	$3,607,052
Three Mile Radius			
Consumer Expenditures	$77,851,105	$65,846,893	$12,004,212
Retail Sales	65,081,113	63,096,987	1,984,126
Opportunity Gap (Surplus)	$12,769,992	$2,749,906	$10,020,086

Source: The Nielson Company, 2014

North Florida Fairgrounds Study
RMP Opportunity Gap - Retail Stores, 2014

	Total Food and Beverage Stores	Grocery Stores	Specialty Food Stores	Beer, Wine and Liquor Stores
One Mile Radius				
Consumer Expenditures	$11,615,929	$7,991,927	$982,355	$2,641,647
Retail Sales	59,762,291	40,795,153	83,409	18,883,730
Opportunity Gap (Surplus)	($48,146,362)	($32,803,226)	$898,946	($16,242,083)
Two Mile Radius				
Consumer Expenditures	$45,061,337	$29,262,213	$3,552,955	$12,246,169
Retail Sales	76,328,823	55,852,792	433,708	20,042,323
Opportunity Gap (Surplus)	($31,267,486)	($26,590,579)	$3,119,247	($7,796,154)
Three Mile Radius				
Consumer Expenditures	$107,330,267	$67,474,766	$8,186,450	$31,669,052
Retail Sales	192,201,471	119,747,275	1,434,112	71,020,084
Opportunity Gap (Surplus)	($84,871,204)	($52,272,509)	$6,752,338	($39,351,032)

Source: The Nielson Company, 2014

North Florida Fairgrounds Study
RMP Opportunity Gap - Retail Stores, 2014

	Total Food Service and Drinking Places	Full-Service Restaurants	Limited-Service Eating Places	Specialty Foodservices	Drinking Places-Alcoholic Beverages
One Mile Radius					
Consumer Expenditures	$8,157,856	$3,648,100	$3,309,340	$884,777	$315,638
Retail Sales	9,809,206	6,714,508	2,948,507	45,582	100,609
Opportunity Gap (Surplus)	($1,651,350)	($3,066,408)	$360,833	$839,195	$215,029
Two Mile Radius					
Consumer Expenditures	$36,410,743	$16,543,214	$14,362,086	$3,842,187	$1,663,256
Retail Sales	38,861,442	23,015,464	4,946,507	7,674,575	3,224,896
Opportunity Gap (Surplus)	($2,450,699)	($6,472,250)	$9,415,579	($3,832,388)	($1,561,640)
Three Mile Radius					
Consumer Expenditures	$96,637,448	$44,194,789	$37,854,678	$10,110,008	$4,477,972
Retail Sales	195,810,871	74,436,874	54,713,032	56,701,540	9,959,424
Opportunity Gap (Surplus)	($99,173,423)	($30,242,085)	($16,858,354)	($46,591,532)	($5,481,452)

Source: The Nielson Company, 2014

History of Reports and Actions Regarding Redevelopment of the Fairgrounds Site

- In 2002, the County obtained an appraisal of the Fairgrounds properties. The appraisal, completed by Weigel-Veasey Appraisers, Inc., concluded that the Fairgrounds infrastructure had a value of approximately $7.2 million, not including land. At that time, the Board directed staff to develop a scope of services for an economic feasibility report to determine the demand for redevelopment of the site, to work closely with the North Florida Fair Association on a relocation site, and to obtain public input from the neighborhood to be included in the report.

- The 2005 Fairgrounds Economic Feasibility Report (Report), prepared by Strategic Planning Group, Inc., addressed the possible redevelopment of the Fairgrounds, and provided a market analysis in order to determine the potential land uses that could be supported in the future at the Fairgrounds location, including development feasibility. The Report assessed the 2004 value of the Fairgrounds parcels encompassing 103.7 acres (excluding the Cox Stadium site, its parking lot, and the Leon County Cooperative Extension Office) at $5.9 million. The Report concluded that large-scale redevelopment of the Fairgrounds site would not be feasible for 8 to 10 years (2013-2015), but would be subject to changing market conditions. The Board accepted the Economic Feasibility Report during a February 25, 2005 workshop. Based on the current market situation and past trends, it is reasonable to assume that any large-scale redevelopment of the site would not be feasible until after 2015. Staff was directed to begin to identify an alternative site for the future relocation and redevelopment of the North Florida Fairgrounds.

- In April 2006, County staff identified a 114-acre parcel near the corner of Capital Circle Southeast and Woodville Highway, referred to as the "Flea Market Tract" due to its location across from the Flea Market. The United States Forest Service (USFS) advised that this site was no longer manageable as a national forest, and that they planned to sell the property upon Congressional authorization. The USFS intended to use the proceeds of the sale to purchase additional environmentally sensitive lands in North Florida. County staff verified the 114-acre parcel as a prime property for the relocation of the North Florida Fairgrounds and the Board directed staff to work with USFS to seek Congressional approval for the sale of this parcel.

  The relocation of the Fairgrounds was an ongoing legislative effort of the County and a key component of Leon County's Southern Strategy to reinvigorate the south side of Leon County. While the County and the USFS were not able to secure the Congressional authorization for surplus the Flea Market tract, the Nature Conservancy presented a land exchange opportunity that would allow the County to secure the Flea Market tract without Congressional authorization. This opportunity was presented to the Board on April 13, 2010.

- At the April 13, 2010 Board meeting, there was considerable and lengthy discussion of Agenda Item #15, "Authorize the Purchase of the Flea Market Tract on Capital Circle Southeast for the Future Relocation of the North Florida Fairgrounds". The Board, however, accepted the staff report and took no further action to acquire the Flea Market Tract.

- At the May 11, 2010 Board meeting, the Board directed staff to "bring an agenda item on developing a scope of services, preparing for a Request for Proposals (RFP), on the feasibility of the redevelopment of the existing Fairgrounds site to include current zoning and land use regulations/permits, an urban land use planning analysis on the feasibility of the redevelopment of the existing Fairgrounds site."

- At the August 17, 2010 Board Meeting, the Board authorized the County Administrator to issue a Request for Qualifications for a North Florida Fairgrounds Redevelopment Study, approved a Budget Amendment Request realizing $75,000 from the General Fund Contingency for the consultant fee, and directed staff to prepare a conceptual Comprehensive Plan Future Land Use Map Amendment for the Fairgrounds parcels to allow for a mixed-use urban development pattern.

- At the March 15, 2011 Board meeting, staff brought an agenda item to the Board seeking approval to award the market feasibility study for the relocation of the Fairgrounds to Real Estate InSync. The Board directed staff to revise the RFP to combine the feasibility assessments for the proposed sports complex and the relocation of the Fairgrounds as one study to determine the best uses of the Apalachee Regional Park, the North Florida Fairgrounds, and the Flea Market tract properties. After several Commissioners expressed concerns about the County's anticipated FY 2012 budget shortfall on April 12, 2011, the Board declined to issue an RFQ for a comprehensive feasibility assessment of the proposed sports complex and the relocation of the Fairgrounds.

- At the June 28, 2011 Board meeting, the Florida Sports Foundation presented a report that provided an assessment of the County's current inventory of competitive sport facilities and identified the need for sport venues that would generate an economic impact through the development of sport tourism. Following the presentation, the Board directed staff to bring back an RFQ for an economic feasibility analysis of a competitive sports complex. Contrary to prior direction on this project, the Board requested that the analysis gauge the most appropriate location(s), as determined by the market, rather than imposing site-specific criteria and engaging the consultant for the purposes of master planning a site (e.g. the Apalachee Regional Park or the North Florida Fairgrounds).

- At the July 10, 2012 Board meeting, the Board accepted Real Estate InSync's Economic Feasibility Assessment of a Sports Complex, and took no further action with regard to funding the proposed sports complex with general revenue. The report recommends an indoor Fieldhouse facility with a minimum of 10 basketball courts, 16 volleyball courts, 12 wrestling mats, 2 lacrosse/soccer fields (100,000 sf facility) at a cost of $27.5 to $35.8 million. The Fairgrounds was the third highest ranked site for such a facility with 88 points (O'Connell Property received 90 and Northwood Center 89). However, this contemplated relocation of the Fair to allow for construction of the new sports facility.

Back Print FIND

Leon County
Board of County Commissioners
Cover Sheet for Agenda #25

January 27, 2015

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Acceptance of a Status Report on the Fairgrounds Sense of Place Initiative

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review and Approval:	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Barry Wilcox, Division Manager Brian Wiebler, Principal Planner Daniel Donovan, Urban Design Senior Planner Joshua Pascua, Management Analyst

Fiscal Impact:

This item has been budgeted and adequate funding is available. The Board previously allocated $50,000 to support the initiative for the fairgrounds. These funds are being used to conduct the market demand analysis described in this item.

Staff Recommendation:

Option #1: Accept the status report on the Fairgrounds Sense of Place Initiative.

Report and Discussion

Background:

This item provides an update on staff actions and planned efforts to address the Board Strategic Initiative to institute a sense of place initiative for the fairgrounds.

The North Florida Fairgrounds site is owned by Leon County and operated by the North Florida Fair Association through a lease agreement that extends to the year 2067. The Board of County Commissioners has previously explored the possibility of relocating the Fair Association activities as a tool to allow for more development and economic activity on the site. Such options have not been financially feasible. At the December 9, 2013 Board of County Commissioners Strategic Planning Retreat, the Board adopted a Strategic Initiative to institute a sense of place initiative for the fairgrounds and subsequently allocated $50,000 to support the initiative. The analysis section of this report reviews the staff actions and planned efforts to address the initiative.

These actions are essential to the following FY2012-2016 Strategic Initiative that the Board approved at the January 21, 2014 meeting:

- Institute a Sense of Place initiative for the fairgrounds (2014).

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

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1 – 2012)
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4 - 2012)
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4 - rev. 2013)

Analysis:

The Planning Department is engaged in initiatives to help foster a 'sense of place' through quality-of-life enhancements that promote private investment in the surrounding

area. Past and ongoing sense of place initiatives have taken place in districts such as the Huntington Town Center at Lake Jackson, the South Monroe-Adams Corridor, Gaines Street, Midtown, and Market District. The Fairgrounds site is unlike these other commercial districts and includes unique complications and opportunities. As such, the resulting initiative developed for the fairgrounds does not follow the same pattern as other districts.

While developing the scope of work to identify the types of activities that might be appropriate for a sense of place initiative at the Fairgrounds, a potential $12 million capital investment project for the Fairgrounds was identified by the Leon County Sales Tax Committee. Staff felt it was important for the efforts in the sense of place initiative to recognize this large potential investment. The Fairgrounds sales tax project was included in the Interlocal Agreement for the Blueprint 2020 Infrastructure Surtax (penny sales tax) by the Board on May 13, 2014 (Project #23- Beautification and Improvements to the Fairgrounds). The penny sales tax extension was subsequently approved by voters in November 2014.

As the sales tax project identification process moved forward, Planning Department staff coordinated with County Administration regarding appropriate use of the $50,000 allocated to the initiative. Through this coordination, it was determined that the existing sense of place funding could be used to begin the process of identifying future improvements to be funded through the Fairgrounds sales tax project. This was judged to be a more appropriate investment than using the $50,000 for shorter term aesthetic improvements.

A market demand analysis was identified as a key first step to identifying what additional opportunities could be supported at the Fairgrounds. The study will include an analysis of existing fair operations and facilities and opportunities for new facilities and uses. This information can then be utilized to help shape a more specific development program that could be implemented with the sales tax dollars.

The following provides a timeline of key events and decisions that have shaped this initiative:

- **July 16, 2014:** During the process of determining the scope of work for the sense of place initiative, staff invited a consultant specializing in fairgrounds development to provide a presentation on emerging trends in fairgrounds and event centers. Fairgrounds stakeholders were invited to attend (North Florida Fair Association, County Extension, City Parks, Leon County Schools, Economic Development Council, County Tourism Development, County Public Works, County Administration).

- **August 1, 2014**: Based on recommendations provided by the consultant at the July 16th presentation, County Administration approved utilizing the Fairgrounds sense of place funding to move forward with a market demand analysis and a workshop on site analysis and general redevelopment alternatives.

- **August 11, 2014**: Staff attended the North Florida Fair Association Board meeting and provided an update on the direction for the Fairgrounds sense of place initiative.

- **September 2014**: Based on a request for proposal (RFP), the team of Markin

Consulting and POPULOUS were selected to conduct the market demand analysis and site analysis workshop.

- **December 2-4, 2014**: Rod Markin from Markin Consulting conducted site visits and interviews as part of his research for the market demand analysis. In person and phone interviews were organized with the following stakeholders:

  - North Florida Fair Association
  - Market Days
  - Tallahassee Boat Show
  - Dale Earnhardt Jr. Auto
  - Big Bend Bird Club
  - Ochlockonee River Kennel Club
  - Tucker Civic Center
  - FSU Finance & Administration
  - Visit Tallahassee
  - City of Tallahassee Parks & Recreation
  - Leon County Schools
  - County Office of Resource Stewardship
  - County Extension.

- **December 3, 2014**: Completed a site analysis workshop with Charlie Smith from POPULOUS. The analysis included a small technical group working with the consultant to review over twenty different site parameters, ranging from topography and environmental features to vistas and livestock movements (Attachment #1). This information will be used in the market demand analysis to understand any limitations of the site. Additionally, this information was used to discuss very preliminary concepts for future development of a multipurpose event center.

The final market demand analysis report is scheduled to be complete in April 2015. Staff will review the report and prepare recommendations to be presented to the Board in the summer of 2015. The goal of this effort is not to generate a final development plan for the Fairgrounds, but to gather the necessary information to position the Fairgrounds for future enhancement when penny sales tax funds become available and full site and facilities planning and design can occur. Staff has already begun identifying shorter term actions, such as rezoning, that can be addressed sooner to help prepare the site. Initiation of such shorter-term recommendations will mark the completion of the sense of place initiative for the Fairgrounds. The next phase will be as a sales tax project.

Options:

1. Accept the status report on the Fairgrounds Sense of Place Initiative.

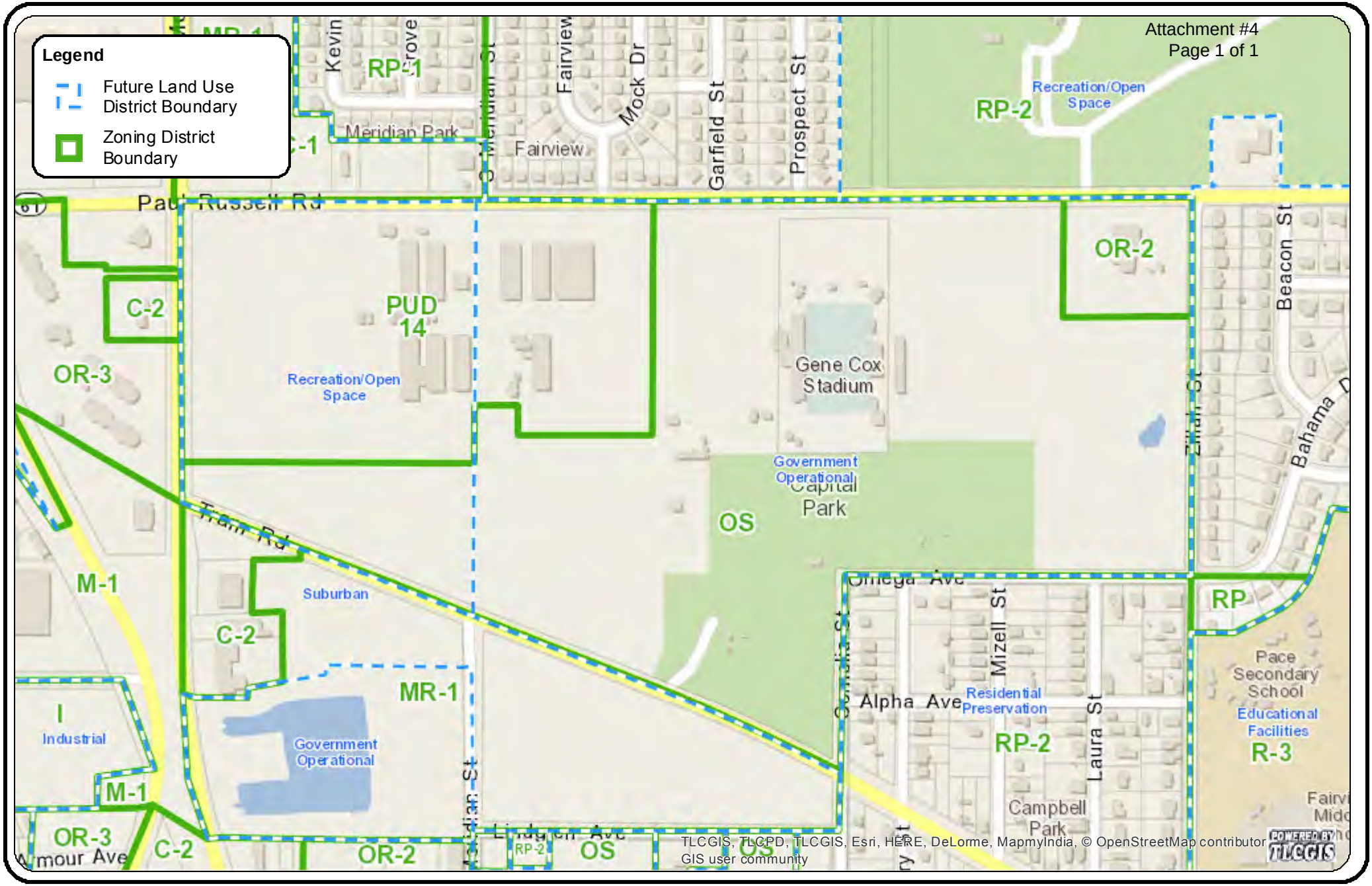
2. Do not accept the status report on the Fairgrounds Sense of Place Initiative.
3. Board direction.

Recommendation:
Option #1.

Attachment:

1. North Florida Fairgrounds Site Analysis Figures by POPULOUS

Back Print FIND



Future Land Use and Zoning on the Fairgrounds Site

DISCLAIMER

This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

N

Scale:	Tallahassee/Leon County GIS Management Information Services Leon County Courthouse 301 S. Monroe St, P3 Level Tallahassee, Fl. 32301 850/606-2504 http://www.tlcgis.org
Not To Scale:	
Date Drawn: June 16, 2015	

Leon County
Board of County Commissioners

Notes for Agenda Item #20

Leon County
Board of County Commissioners

Cover Sheet for Agenda #20

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the June 23, 2015 FY15/16 Budget Workshop

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

Fiscal Impact:
This agenda item has a fiscal impact and establishes Board direction for the FY 2016 Tentative Budget. The Board approved a preliminary $238.4 operating and capital budget, which is 4.4% more than the previous year's budget, while maintaining the countywide millage rate at 8.3144.

Staff Recommendation:

Option #1: Ratify Board Actions taken during the June 23, 2015 FY 2016 Budget Workshop.

Option #2: Establish the maximum countywide millage rate at 8.3144 mills.

Option #3: Establish the maximum Emergency Medical Services (EMS) Municipal Services Unit (MSTU) at 0.5 mills.

Option #4: Schedule a Workshop with the United Way on the Community Human Service Partnership process for October 13, 2015 from 12:00 p.m. to 3:00 p.m.

Option #5: Schedule a Workshop on the M/WSBE program for October 27, 2015 from 1:30 p.m. to 3:00 p.m.

Report and Discussion

Background:

Pursuant to the Board adopted budget calendar, a workshop was conducted on June 23, 2015. The purpose of the workshop was to provide staff final direction regarding the development of the FY 2016 tentative budget.

Analysis:

In accordance with the actions taken during the June 23, 2015 Budget Workshop, the Board authorized the following:

1. **Workshop Item #1: Strategic Initiatives Status Report**
   The Board approved Option #1: Accept staff's Strategic Initiative status report.

2. **Workshop Item #2: FY 2016 Preliminary Budget Overview**
   The Board approved Option #1: Accept staff's overview of the June 23, 2015 FY 2016 Budget Workshop and approve the Resolution and Budget Amendment for advanced funding of capital projects (Attachment #1).

3. **Workshop Item #3: Approval to Allocate $30,000 to support the Leon Works Exposition**
   The Board approved Option #1: The one-time allocation of $30,000 to support the 2015 Leon Works Exposition to be held on October 23, 2015 at Lively Technical Center.

4. **Workshop Item #4: Approval to Redirect $25,000 QTI Budget Through FY 18 to Support Broadband Internet for Domi Station**
   The Board approved Option #1: Redirect the annual QTI budget of $25,000 for FY 2016 through FY 2018 to Broadband Internet for Domi Station.

5. **Workshop Item #5: Acceptance of Update Regarding Budget Savings Related to the Refunding of the Remaining Capital Improvement Revenue Bonds, Series 2005**
   The Board approved Option #1: Accept the update regarding the budget savings related to the refunding of the remaining Capital Improvement Revenue Bonds, Series 2005.

6. **Workshop Item #6: Consideration of Providing Additional Funding to Legal Services of North Florida in the amount of $100,000**
   The Board approved Option #1: Authorize an additional $100,000 in the FY 2016 preliminary budget for Legal Services of North Florida to provide legal services to qualifying individual residing in Leon County.

   Additionally, an additional $25,000 from fund balance for Legal Services of North Florida has been budgeted to fully fund the Legal Service of North Florida attorney position.

7. Workshop Item #7: Acceptance of Findings and Recommendations of the Market Analysis Salary Study Conducted for the Leon County Sheriff's Office Sworn Law Enforcement and Sworn Corrections Personnel

The Board approved Option #1: Accept the findings and recommendations of the Market Analysis Salary Study for the Leon County Sheriff's Office and implement the proposed Three Year Implementation Plan (FY16-FY18) developed by staff and approved by the Sheriff.

8. Workshop Item #8: Adoption of Proposed Market-Based Revisions to the Classification and Pay Plan

The Board approved Options #1, #2, #3, #4, and #5:

1. Adopt the proposed revised minimum rates of pay as reflected in the proposed revised Pay Plan (Attachment #2).
2. Adopt proposed new Section 4.06, "Market Adjustment" as part of Leon County's Personnel Policies and Procedures (Attachment #3).
3. Adopt proposed revised Section 5.02, "Administration" of Leon County's Personnel Policies and Procedures (Attachment #4)
4. Direct staff to bring employees to the minimum pay rate for their pay grade, as identified in the proposed revised Pay Plan, if their current pay rate is less than that amount.
5. Direct staff, as part of the annual budget process, to continue to review and recommend adjustments to the County's Pay Plan in order to achieve and maintain market competitiveness.

9. Workshop Item #9: Consideration of Conducting a Disparity Study Update for the Minority, Women, and Small Business Enterprise (MWSBE) Program

The Board provided direction to include $250,000 for a disparity study in the FY 2016 budget; however, prior to initiating the study, the Board directed staff to schedule a workshop in the fall on the MWSBE program to look at ways of making the program more effective.

10. Workshop Item #10: Adoption of a Resolution to Establish a Compliance Certification Letter Cost Recovery Fee for Open Code Violations and Lien Research

The Board approved Option #1: Adopt the proposed Resolution to establish a cost recovery fee for the issuance of a Compliance Certification Letter regarding open code violations and lien research (Attachment #5).

11. Workshop Item #11: Status Update on the Future of the Red Hills Horse Trials

The Board approved Options #1 and #2:

1. Accept the status report and direct Red Hills Horse Trails to apply for a Signature Event to support its operating costs for the 2016 event.
2. Direct the TDC to review Red Hills Horse Trails future capital improvement needs and sustainability, and bring recommendations back to the Board.

12. Workshop Item #12: Establishment of FY 16 Primary Healthcare Funding Levels

The Board approved Option #1: Establish the FY16 Primary Healthcare Program funding at the current funding level of $1,939,582, as set forth:

FY 2016 Primary Health Care Funding Level

Program		*Rec. FY 16 Funding*
Competitive Provider Pool Reimbursements (Bond, NMC, and Apalachee Center)	Primary Care Patient Visits	$1,059,015
	Mental Health Patient Visits	$264,753
Capital Medical Society Foundation/We Care Network		$168,826
FAMU Pharmacy Pharmaceutical Services		$177,500
FAMU Pharmacy Diabetes Partnership		$67,000
Florida Healthy Kids Health Insurance Program		$2,488
Tallahassee Memorial HealthCare Trauma Center		$200,000
Total		**$1,939,582**

13. Workshop Item #13: Approval of Operation Thank You Initiative To Provide Enhance Programs and Services to Leon County Veterans and Reallocation of Funds for the Veterans Emergency Assistance Program and the Active Duty Grant Program

The Board approved Options #1, #2, and #3:

1. Approve the establishment of the Operation Thank You Initiative in lieu of the Operation Thank You events to honor and recognize veterans in the amount of $15,000 annually.
2. Direct staff to prepare a policy for the Veterans Organizations Grant Assistance Program for Board consideration.
3. Approve the reallocation of Active Duty Grant Program funds in the amount of $25,000 to the Veterans Emergency Assistance Program.

14. Workshop Item #14: Approval to Fund a Series of Celebration Events for the 25th Anniversary of the Downtown Main Library

The Board approved Option #1: Approve $20,000 from existing donated funds to support a series of celebration events for the 25th anniversary of the downtown main library.

15. Workshop Item #15: Consideration of Establishing a Medical Examiner Facility at the Previous Mosquito Control/Animal Control Municipal Way Building

The Board approved Options #1 and #2:

1. Approve the renovation of the former Mosquito Control/Animal Control building for use as a Medical Examiner facility and authorize the inclusion of the associated phased funding of the project over the next three fiscal years budgets, including $236,400 in FY2016.
2. Direct the County Administrator to proceed with the sale of the County-owned property at the intersection of Miccosukee and North Blair Stone Roads to support the Medical Examiner capital project funding requirement.

16. Workshop Item #16: Consideration of Supervisor of Election Space Consolidation

The Board approved Options #1 and #2:

1. Authorize the County Administrator to negotiate a lease agreement for the 15,000 square feet of additional space in the former Big Lots store, adjacent to the Voting Operations Center to consolidate the Supervisor of Elections' Voting Operations Center and Administrative Offices.
2. Authorize the Supervisor of Elections to begin funding the necessary planning and construction for the expansion from the SOE existing operation budget in the amount of $425,000.

Additionally, subsequent to the budget workshop, staff received updated construction cost estimates indicating that the construction costs would be $145,000 higher than anticipated. The SOE has determined that they can provide half of this additional cost from their FY 2015 budget. The remaining $72,500 in additional costs will be added to the Capital Improvement Project budget for this project, and is included in the budget amendment from Workshop Item #2 (Attachment #1).

17. Workshop Item #17: Consideration of Court Administration Funding Request

The Board approved Option #1: Approve funding in the FY2016 Budget for the local requirements requested by the Chief Judge, excluding general revenue for the Teen Court program.

18. Workshop Item #18: Approve the Solid Waste rate resolution, which includes establishing the FY2016 Transfer Station Tip fee at $38.09 per ton.

The Board approved Option #1: Approve the Solid Waste rate resolution (Attachment #6), which includes establishing the FY2016 Transfer Station Tip fee at $38.09 per ton.

19. Workshop Item #19: FY 2016 Maximum Discretionary Funding Levels.

The Board approved Option #1: Allocate $1,152,000 in the FY 2016 budget for discretionary funding.

Category or Agency	Recommended FY 2016 Funding
Community Human Service Partnership	$1,000,000
Homeless Shelter Relocation (Capital Costs)	$100,000
Domestic Violence Coordinating Council	$25,000
Celebrate America 4th of July Celebration	$2,500
Dr. Martin Luther King Celebration (Inter Civic Southern Leadership Council of Tallahassee)	$4,500
NAACP Freedom Fund Award (Tallahassee NAACP)	$1,000
Soul Santa (Frenchtown $2,500 and Walker Ford $1,500)	$4,000
Table and Event Sponsorships	$15,000
Total	**$1,152,000**

Additionally, the Board requested clarification on previous Board direction regarding additional funding requests through the Community Human Service Partnership (CHSP) from Whole Child Leon over their annual funding. At the October 28, 2014 Board meeting, the Board directed the following regarding Whole Child Leon:

1. Approve a one-time allocation of $30,000 in funding to South City Revitalization Council/Whole Child Leon Project, contingent upon a like amount being provided by the City of Tallahassee, and approve the associated budget amendment.
2. Direct Whole Child Leon to seek funding through CHSP for the South City Revitalization Council/Whole Child Leon Project as part of the 2015 CHSP grant cycle**.**

Whole Child Leon did not apply for 2015 CHSP funding for this initiative.

The Board directed staff to schedule a CHSP workshop with the United Way to discuss the procedures regarding the eligibility or organizations for funding, and the process of applying for funding through the CHSP process. Since the CHSP Joint Planning Board is anticipated to meet in late October, staff recommends scheduling the workshop for October 13, 2015.

20. Workshop Item #20: Consideration to Fund a Mini-Grant Process to Support Community Solutions to Serve At-Risk and Economically Disadvantaged Youth

The Board directed staff to budget $100,000 from fund balance to support efforts that specifically address community solutions for at-risk and economically disadvantaged youth. The Board appointed Commissioner Maddox to work with staff and other agencies (including the City of Tallahassee) to determine the best way to allocate and coordinate the utilization of these funds to avoid duplication of efforts.

21. Workshop Item #21: Establishing the Maximum Millage Rate for the Tentative FY 2016 Tentative Budget

The Board approved Options #1 and #2:

1. Establish the preliminary maximum countywide millage rate at 8.3144 as established in the FY 2016 Preliminary Budget Balancing Workshop discussion item.
2. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) at 0.5 mills.

Should there be any significant fluctuations in property valuations received from the Property Appraiser's Office on July 1, 2015, or in final health insurance rates staff will notify the Board prior to the July 7, 2015 meeting.

Options:

1. Ratify Board Actions taken during the June 23, 2015 FY 2016 Budget Workshop.
2. Establish the maximum countywide millage rate at 8.3144 mills.
3. Establish the maximum Emergency Medical Services (EMS) Municipal Services Unit (MSTU) at 0.5 mills.
4. Schedule a Workshop with the United Way on the Community Human Service Partnership process for October 13, 2015 from 12:00 p.m. to 3:00 p.m.
5. Schedule a Workshop on the M/WSBE program for October 27, 2015 from 1:30 p.m. to 3:00 p.m.
6. Board direction.

Recommendation:

Options #1, #2, #3, #4, and #5.

Attachments:

1. Resolution and Budget Amendment Request for Advanced Funding of Capital Projects
2. Current and Proposed Pay Plan (Pay Grade Minimums and Maximums)
3. Proposed New Section 4.06, Leon County Personnel Policies and Procedures, "Market Adjustment"
4. Proposed revised Section 5.02, "Administration" of Leon County's Personnel Policies and Procedures
5. Code Compliance Letter Cost Recovery Fee Resolution
6. Solid Waste Transfer Station Tipping Fee Rate Resolution

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15024
Date: 6/23/2015

Agenda Item No:
Agenda Item Date: 7/7/2015

County Administrator
Vincent S. Long

Deputy County Administrator
Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
305	000	399900	000	Appropriated Fund Balance	13,348,432	3,557,300	16,905,732
							-
					Subtotal:	3,557,300	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
305	045001	56300	572	Apalachee Parkway Regional Park Improvements Other Than Buildings	150,000	250,000	400,000
305	046001	56300	572	Parks Capital Maintenance Improvements Other Than Buildings	506,099	900,000	1,406,099
305	086031	56200	519	Jail Complex Maintenance Building	500,000	945,100	1,445,100
305	086037	56300	519	Elevator Generator Upgrades Improvements Other Than Building	-	550,000	550,000
305	086052	56300	519	Health Departments Improvements Improvements Other Than Buildings	-	190,800	190,800
305	086067	56293	519	Medical Examiner Building- Architectural & Engineering	37,825	236,400	274,225
305	086074	56200	519	SOE Consolidation Building	-	485,000	485,000
					Subtotal:	3,557,300	

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
306	000	399900	000	Appropriated Fund Balance	2,140,649	654,000	2,794,649
							-
					Subtotal:	654,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
306	053007	56300	541	Old Bainbirdge Rd Safety Improvements Improvements Other Than Buildings	-	154,000	154,000
306	064010	56300	541	Baum Road Drainage Improvements Improvements Other Than Buildings	-	75,000	75,000
306	065005	56300	541	Crump Road Drainage Improvements Improvements Other Than Buildings	-	425,000	425,000
					Subtotal:	654,000	

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
309	000	343916	000	BP 2000 JPA Revenue	6,510,044	1,000,000	7,510,044
							-
					Subtotal:	1,000,000	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	***Org***	***Acct***	***Prog***	***Title***			
309	064006	56300		Killearn Lakes Plantation Stormwater Improvements Other Than Buildings	1,321,085	1,000,000	2,321,085
					Subtotal:	1,000,000	

Purpose of Request:

This amendment appropriates $5,211,300 for the advanced funding of 11 capital improvement projects to ensure the timely progress of capital facility maintenance needs and planned infrastructure improvements. These projects include Parks Capital Improvements (ball fields and improvements to Apalachee Regional Park); Jail Repairs: Transportation safety improvements (Old Bainbridge, Crump and Baum roads); Supervisor of Election consolidation; Health Department improvements; Medical Examiner Facility; and Killearn Lakes Stormwater improvements. These projects will commence or continue prior to October 1, 2015, the beginning of the FY 2016 fiscal year.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** [X] **Motion** [ ] **Administrator** [ ]

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; and,

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

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

Adopted this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Current and Proposed Revised Pay Plan (Pay Grade Minimums and Maximums)
(Revisions to the Current Pay Plan, Included in the Proposed Revised Pay Plan, are Highlighted)

	Current Pay Schedule							Proposed Revised Pay Plan					EMS Position Information			
	Hourly Rate				EMS - Equiv. Hrs. Paid (with Over-time)	Est. Annual (Rounded)		% Increase from Current		Proposed Hourly Rate						
Pay Grade	Min.	Max.	Min. to Max. Spread	Est. Annual Hrs.		Minimum	Maximum	Min.	Max	Min. (Proposed Inc.)	Max. (Same as Current)	Min. to Max. Spread	EMS Position	Shift	Career Path (CP) or Not CP	Sys Status Included or Excluded
73	$8.23	$15.96	94%	2,080	-	$17,108	$33,206	**10%**	**0**	**$9.05**	**$15.96**	**76%**	-	-	-	-
74	$8.64	$16.76	94%	2,080	-	$17,964	$34,866	**10%**	**0**	**$9.50**	**$16.76**	**76%**	-	-	-	-
75	$9.07	$17.60	94%	2,080	-	$18,862	$36,609	**10%**	**0**	**$9.98**	**$17.60**	**76%**	-	-	-	-
76	$9.52	$18.48	94%	2,080	-	$19,805	$38,440	**10%**	**0**	**$10.47**	**$18.48**	**77%**	-	-	-	-
77	$10.00	$19.40	94%	2,080	-	$20,795	$40,362	**10%**	**0**	**$11.00**	**$19.40**	**76%**	-	-	-	-
78	$10.50	$20.37	94%	2,080	-	$21,835	$42,380	**10%**	**0**	**$11.55**	**$20.37**	**76%**	-	-	-	-
79	$11.02	$21.39	94%	2,080	-	$22,927	$44,499	**10%**	**0**	**$12.12**	**$21.39**	**76%**	-	-	-	-
80	$11.57	$22.46	94%	2,080	-	$24,073	$46,724	**10%**	**0**	**$12.73**	**$22.46**	**76%**	-	-	-	-
81	$12.22	$23.81	95%	2,080	-	$25,427	$49,521	**10%**	**0**	**$13.44**	**$23.81**	**77%**	-	-	-	-
82	$13.26	$26.00	96%	2,080	-	$27,580	$54,088	**10%**	**0**	**$14.59**	**$26.00**	**78%**	-	-	-	-
83	$14.40	$28.48	98%	2,080	-	$29,956	$59,230	**10%**	**0**	**$15.84**	**$28.48**	**80%**	-	-	-	-
84	$15.68	$31.30	100%	2,080	-	$32,625	$65,096	**10%**	**0**	**$17.25**	**$31.30**	**81%**	-	-	-	-
85	$17.04	$34.20	101%	2,080	-	$35,450	$71,136	**10%**	**0**	**$18.74**	**$34.20**	**82%**	-	-	-	-
54	$17.04	$34.50	102%	2,080	-	$35,444	$71,756	**10%**	**0**	**$18.74**	**$34.50**	**84%**	-	-	-	-
86	$18.57	$37.28	101%	2,080	-	$38,634	$77,551	**10%**	**0**	**$20.43**	**$37.28**	**82%**	-	-	-	-
55	$18.92	$38.31	102%	2,080	-	$39,347	$79,686	**10%**	**0**	**$20.81**	**$38.31**	**84%**	-	-	-	-
87	$20.24	$40.64	101%	2,080	-	$42,109	$84,540	**10%**	**0**	**$22.26**	**$40.64**	**83%**	-	-	-	-
56	$20.99	$42.52	103%	2,080	-	$43,665	$88,437	**10%**	**0**	**$23.09**	**$42.52**	**84%**	-	-	-	-
88	$22.07	$44.30	101%	2,080	-	$45,899	$92,152	**10%**	**0**	**$24.28**	**$44.30**	**82%**	-	-	-	-
57	$23.32	$47.22	102%	2,080	-	$48,496	$98,211	**10%**	**0**	**$25.65**	**$47.22**	**84%**	-	-	-	-
89	$24.49	$49.16	101%	2,080	-	$50,948	$102,261	**10%**	**0**	**$26.94**	**$49.16**	**82%**	-	-	-	-
90	$25.72	$51.62	101%	2,080	-	$53,495	$107,374	**10%**	**0**	**$28.29**	**$51.62**	**82%**	-	-	-	-
58	$25.87	$52.37	102%	2,080	-	$53,813	$108,921	**10%**	**0**	**$28.46**	**$52.37**	**84%**	-	-	-	-
57SR	$27.98	$56.66	103%	2,080	-	$58,196	$117,853	**10%**	**0**	**$30.78**	**$56.66**	**84%**	-	-	-	-
59	$28.72	$58.15	102%	2,080	-	$59,741	$120,949	**10%**	**0**	**$31.59**	**$58.15**	**84%**	-	-	-	-
58SR	$31.05	$62.84	102%	2,080	-	$64,576	$130,706	**10%**	**0**	**$34.16**	**$62.84**	**84%**	-	-	-	-

Current and Proposed Revised Pay Plan (Pay Grade Minimums and Maximums)
(Revisions to the Current Pay Plan, Included in the Proposed Revised Pay Plan, are Highlighted)

	Current Pay Schedule							Proposed Revised Pay Plan					EMS Position Information			
	Hourly Rate				EMS - Equiv. Hrs. Paid (with Over-time)	Est. Annual (Rounded)		% Increase from Current		Proposed Hourly Rate						
Pay Grade	Min.	Max.	Min. to Max. Spread	Est. Annual Hrs.		Minimum	Maximum	Min.	Max	Min. (Proposed Inc.)	Max. (Same as Current)	Min. to Max. Spread	EMS Position	Shift	Career Path (CP) or Not CP	Sys Status Included or Excluded
60	$31.88	$64.55	102%	2,080	-	$66,303	$134,264	**10%**	**0**	**$35.07**	**$64.55**	**84%**	-	-	-	-
59SR	$34.47	$69.78	102%	2,080	-	$71,689	$145,139	**10%**	**0**	**$37.92**	**$69.78**	**84%**	-	-	-	-
61	$35.38	$71.65	103%	2,080	-	$73,596	$149,033	**10%**	**0**	**$38.92**	**$71.65**	**84%**	-	-	-	-
60SR	$38.25	$77.46	103%	2,080	-	$79,563	$161,117	**10%**	**0**	**$42.08**	**$77.46**	**84%**	-	-	-	-
62	$39.27	$79.53	103%	2,080	-	$81,692	$165,427	**10%**	**0**	**$43.20**	**$79.53**	**84%**	-	-	-	-
63	$43.59	$88.28	103%	2,080	-	$90,678	$183,624	**10%**	**0**	**$47.95**	**$88.28**	**84%**	-	-	-	-
EMS Pay Grades																
E1S	$13.01	$24.69	90%	2,184	2,262	$29,429	$55,849	**0**	**0**	**$13.01**	**$24.69**	**90%**	EMT I	12 Hr Night	CP	Sys Stat Inc.
E1S	$13.01	$24.69	90%	2,184	2,288	$29,767	$56,491	**0**	**0**	**$13.01**	**$24.69**	**90%**	EMT I	12 Hr Day	CP	Sys Stat Inc.
E1S	$13.01	$24.69	90%	2,184	2,392	$31,120	$59,058	**0**	**0**	**$13.01**	**$24.69**	**90%**	EMT I	14 Hr	CP	Sys Stat Inc.
E1S	$13.01	$24.69	90%	2,340	2,470	$32,135	$60,984	**0**	**0**	**$13.01**	**$24.69**	**90%**	EMT I	9 Hr	CP	Sys Stat Inc.
E1	$10.25	$21.93	114%	2,912	3,328	$34,112	$72,983	**0**	**0**	**$10.25**	**$21.93**	**114%**	EMT I	24/48, PT, PRN	CP	Sys Stat Exc.
E2S	$13.51	$25.76	91%	2,184	2,262	$30,560	$58,269	**0**	**0**	**$13.51**	**$25.76**	**91%**	EMT II	12 Hr Night	CP	Sys Stat Inc.
E2S	$13.51	$25.76	91%	2,184	2,288	$30,911	$58,939	**0**	**0**	**$13.51**	**$25.76**	**91%**	EMT II	12 Hr Day	CP	Sys Stat Inc.
E2S	$13.51	$25.76	91%	2,184	2,392	$32,316	$61,618	**0**	**0**	**$13.51**	**$25.76**	**91%**	EMT II	14 Hr	CP	Sys Stat Inc.
E2S	$13.51	$25.76	91%	2,340	2,470	$33,370	$63,627	**0**	**0**	**$13.51**	**$25.76**	**91%**	EMT II	9 Hr	CP	Sys Stat Inc.
E2	$10.75	$23.00	114%	2,912	3,328	$35,776	$76,544	**0**	**0**	**$10.75**	**$23.00**	**114%**	EMT II	24/48, PT, PRN	CP	Sys Stat Exc.
PS	$16.47	$31.42	91%	2,184	2,262	$37,255	$71,072	**0**	**0**	**$16.47**	**$31.42**	**91%**	Paramedic	12 Hr Night	CP	Sys Stat Inc.
PS	$16.47	$31.42	91%	2,184	2,288	$37,683	$71,889	**0**	**0**	**$16.47**	**$31.42**	**91%**	Paramedic	12 Hr Day	CP	Sys Stat Inc.
PS	$16.47	$31.42	91%	2,184	2,392	$39,396	$75,157	**0**	**0**	**$16.47**	**$31.42**	**91%**	Paramedic	14 Hr	CP	Sys Stat Inc.
PS	$16.47	$31.42	91%	2,340	2,470	$40,681	$77,607	**0**	**0**	**$16.47**	**$31.42**	**91%**	Paramedic	9 Hr	CP	Sys Stat Inc.
P	$12.94	$27.89	116%	2,912	3,328	$43,064	$92,818	**0**	**0**	**$12.94**	**$27.89**	**116%**	Paramedic	24/48, PT, PRN	CP	Sys Stat Exc.
P1S	$16.97	$32.50	92%	2,184	2,262	$38,386	$73,515	**0**	**0**	**$16.97**	**$32.50**	**92%**	Paramedic I	12 Hr Night	CP	Sys Stat Inc.
P1S	$16.97	$32.50	92%	2,184	2,288	$38,827	$74,360	**0**	**0**	**$16.97**	**$32.50**	**92%**	Paramedic I	12 Hr Day	CP	Sys Stat Inc.
P1S	$16.97	$32.50	92%	2,184	2,392	$40,592	$77,740	**0**	**0**	**$16.97**	**$32.50**	**92%**	Paramedic I	14 Hr	CP	Sys Stat Inc.
P1S	$16.97	$32.50	92%	2,340	2,470	$41,916	$80,275	**0**	**0**	**$16.97**	**$32.50**	**92%**	Paramedic I	9 Hr	CP	Sys Stat Inc.

Current and Proposed Revised Pay Plan (Pay Grade Minimums and Maximums)
(Revisions to the Current Pay Plan, Included in the Proposed Revised Pay Plan, are Highlighted)

	Current Pay Schedule							Proposed Revised Pay Plan					EMS Position Information			
	Hourly Rate				EMS - Equiv. Hrs. Paid (with Over-time)	Est. Annual (Rounded)		% Increase from Current		Proposed Hourly Rate						
Pay Grade	Min.	Max.	Min. to Max. Spread	Est. Annual Hrs.		Minimum	Maximum	Min.	Max	Min. (Proposed Inc.)	Max. (Same as Current)	Min. to Max. Spread	EMS Position	Shift	Career Path (CP) or Not CP	Sys Status Included or Excluded
P1	$13.44	$28.97	116%	2,912	3,328	$44,728	$96,412	**0**	**0**	**$13.44**	**$28.97**	**116%**	Paramedic I	24/48, PT, PRN	CP	Sys Stat Exc.
P2S	$17.47	$33.64	93%	2,184	2,262	$39,517	$76,094	**0**	**0**	**$17.47**	**$33.64**	**93%**	Paramedic II-Level 1	12 Hr Night	CP	Sys Stat Inc.
P2S	$17.47	$33.64	93%	2,184	2,288	$39,971	$76,968	**0**	**0**	**$17.47**	**$33.64**	**93%**	Paramedic II-Level 1	12 Hr Day	CP	Sys Stat Inc.
P2S	$17.47	$33.64	93%	2,184	2,392	$41,788	$80,467	**0**	**0**	**$17.47**	**$33.64**	**93%**	Paramedic II-Level 1	14 Hr	CP	Sys Stat Inc.
P2S	$17.47	$33.64	93%	2,340	2,470	$43,151	$83,091	**0**	**0**	**$17.47**	**$33.64**	**93%**	Paramedic II-Level 1	9 Hr	CP	Sys Stat Inc.
P2	$13.94	$30.11	116%	2,912	3,328	$46,392	$100,206	**0**	**0**	**$13.94**	**$30.11**	**116%**	Paramedic II-Level 1	24/48, PT, PRN	CP	Sys Stat Exc.
P22S	$17.72	$33.64	90%	2,184	2,262	$40,083	$76,094	**0**	**0**	**$17.72**	**$33.64**	**90%**	Paramedic II-Level 2	12 Hr Night	CP	Sys Stat Inc.
P22S	$17.72	$33.64	90%	2,184	2,288	$40,543	$76,968	**0**	**0**	**$17.72**	**$33.64**	**90%**	Paramedic II-Level 2	12 Hr Day	CP	Sys Stat Inc.
P22S	$17.72	$33.64	90%	2,184	2,392	$42,386	$80,467	**0**	**0**	**$17.72**	**$33.64**	**90%**	Paramedic II-Level 2	14 Hr	CP	Sys Stat Inc.
P22S	$17.72	$33.64	90%	2,340	2,470	$43,768	$83,091	**0**	**0**	**$17.72**	**$33.64**	**90%**	Paramedic II-Level 2	9 Hr	CP	Sys Stat Inc.
P22	$14.19	$30.11	112%	2,912	3,328	$47,224	$100,206	**0**	**0**	**$14.19**	**$30.11**	**112%**	Paramedic II-Level 2	24/48, PT, PRN	CP	Sys Stat Exc.
ESS	$10.50	$20.37	94%	2,184	2,262	$23,751	$46,077	**5%**	**0**	**$11.03**	**$20.37**	**85%**	EMS Supply Tech.	12 Hr Night	Not CP	N/A
ESS	$10.50	$20.37	94%	2,184	2,288	$24,024	$46,607	**5%**	**0**	**$11.03**	**$20.37**	**85%**	EMS Supply Tech.	12 Hr Day	Not CP	N/A
CPS	$18.22	$39.36	116%	2,184	2,262	$41,214	$89,032	**5%**	**0**	**$19.13**	**$39.36**	**106%**	Charge Paramedic	12 Hr Night	Not CP	N/A
CPS	$18.22	$39.36	116%	2,184	2,288	$41,687	$90,056	**5%**	**0**	**$19.13**	**$39.36**	**106%**	Charge Paramedic	12 Hr Day	Not CP	N/A
C1	$22.04	$44.64	103%		2,080	$45,848	$92,858	**5%**	**0**	**$23.14**	**$44.64**	**93%**	Field Op. Super./Capt.		Not CP	N/A
C2	$24.48	$49.58	103%		2,080	$50,921	$103,121	**5%**	**0**	**$25.71**	**$49.58**	**93%**	Quality Imp. & Educ. Mgr		Not CP	N/A
C3	$27.17	$54.98	102%		2,080	$56,504	$114,368	**5%**	**0**	**$28.52**	**$54.98**	**93%**	Division Mgr.		Not CP	N/A
C4	$30.16	$61.06	102%		2,080	$62,728	$126,996	**5%**	**0**	**$31.67**	**$61.06**	**93%**	Director		Not CP	N/A

Posted at 11:00 p.m. on June 29, 2015

EMS Differentials – No Changes from the Current Pay Plan

[1] EMS Differentials (see Notes)							
Position and Schedule	System Status – Per Hour	High Plus (Evenings, Nights) – Per Hour	Dispatch Communication Officer - Per Hour	Field Training Officer Substitute – Per Hour	Critical Care Paramedic Substitute – Per Hour	Charge Paramedic Substitute – Per Hour	Special Services Pay (Transport) – Per 12-hr. Block of Time (for availability)
All Shift Schedules, Other Than 24/48 Hour Shift (includes System Status Differential) - FULL TIME EMPLOYEES (NON-PRN)							
EMT I	N/A	$0.51	$2.29	N/A	N/A	N/A	$15.00
EMT II	N/A	$0.51	$2.29	N/A	N/A	N/A	$15.00
Paramedic	N/A	$0.51	$2.29	N/A	N/A	N/A	$15.00
Paramedic I	N/A	$0.51	$2.29	$0.40	$3.71	$6.00	$15.00
Paramedic II - Level 1 & Level 2	N/A	$0.51	$2.29	N/A	N/A	$6.00	$15.00
Full Time 24/48 Hour Schedule Employees, AND PART-TIME AND PRN EMPLOYEES, REGARDLESS OF SHIFT ([1]System Status Differential pay when applicable)							
EMT I (24/48)	$2.76	See Notes	$2.29	N/A	N/A	N/A	$15.00
EMT II (24/48)	$2.76	See Notes	$2.29	N/A	N/A	N/A	$15.00
Paramedic (24/48)	$3.53	See Notes	$2.29	N/A	N/A	N/A	$15.00
Paramedic I (credentialed) (24/48)	$3.53	See Notes	$2.29	$0.40	$3.71	$6.00	$15.00
Paramedic II - Level 1 & Level 2 (24/48)	$3.53	See Notes	$2.29	N/A	N/A	$6.00	$15.00
[1]Differentials Notes: Differentials are added to eligible employees' base rate of pay for authorized hours worked and/or for their authorized availability for special services transport consistent with the following descriptions:							
a) System Status - Paid per hour worked while designated as being on system status; only available to fulltime employees on a 24/48 hour shift, and part-time and PRN employees who are on designated system status (regardless of the part-time or PRN employee's shift)							
b) High Plus - Paid per hour worked during High Plus hours; employees are not eligible for High Plus while working as part of a 24/48 hour shift; however, employees regularly assigned to a 24/48 hour shift are eligible for High Plus for hours worked during High Plus hours as part of a non-24/48 hour shift (the definition of High Plus hours is maintained by the EMS Director/designee)							
c) Dispatch Communication Officer - Paid per hour worked as a designated Dispatch Communication Officer; must be certified EMD & 911; not available to employees in a Charge Paramedic position							
d) Field Training Officer Substitute - Paid per hour worked as a designated Field Training Officer substitute; not available to employees in a Paramedic II position							
e) Critical Care Paramedic Substitute - Paid per hour worked as a designated Critical Care Paramedic substitute; not available to employees in a Paramedic II position							
f) Charge Paramedic Substitute - Paid per hour worked as a designated Charge Paramedic (system controller) substitute; not available to employees in a Charge Paramedic position, or to employees in an EMT I, EMT II, or in a Paramedic position							
g) Special Services Pay (Transport) - Payable for a 12-hour block of time for designated availability							

Classification

SECTION IV
CLASSIFICATION PLAN

4.01 Contents

The Classification Plan consists of:

A. Grouping positions into classes so that each position class:

1. Requires basically the same entry qualifications;
2. Can be filled by substantially the same methods of selection;
3. Is of comparable value and therefore deserves the same pay range.

B. Class titles which are descriptive of the work of the class and do not construe discriminatory bias.

C. Written class specifications for each classification containing a statement describing the nature of the duties of the class, job qualifications, and special requirements necessary.

4.02 Administration

The Human Resources Division shall have the responsibility for the administration and maintenance of the Classification Plan.

4.02.1 Procedure: New Positions

Requests to establish new positions shall be submitted by Department/Division Directors in writing to the Human Resources Director. The Human Resources Division shall analyze the new position requested and recommend to the Department Head the appropriate title and rate of pay in accordance with the County's Classification Plan. The request, with Human Resources's recommendations, shall then be submitted through the Office of Management and Budget (OMB), to the County Administrator who shall review the request. Upon the Administrator's approval, the request shall be submitted to the Board for final approval during the normal budget process.

Classification

4.02.2 Procedure: Establishment/Abolishment of Position Class

The Human Resources Director shall, upon request of the Department/Division Director, investigate and make a recommendation through the Office of Management and Budget, to the County Administrator as to the need for establishing, consolidating, or abolishing classes to provide the most appropriate classification of positions. The County Administrator shall review the recommendation, and upon the Administrator's approval the recommendation shall be submitted to the Board for final approval during the normal budget process.

4.03 Reclassification

Positions may be reclassified when:

A. There have been significant changes in the actual duties and responsibilities, and/or the changes are the result of organizational, technical, legal or other advancement which is of a permanent nature.

B. An error has occurred.

Positions may not be reclassified when:

A. An increased workload has the effect of creating the need for a new position.

B. The added duties and responsibilities are minor in nature and would be a logical function of the class.

C. The added duties and responsibilities are to be performed for a temporary period of not less than three (3) weeks or more than six (6) months.

D. The effect is a raise for an employee who has reached the job range maximum; it is a reward for performance; or to correct an inequity in pay.

When an upward reclassification occurs, the employee shall be placed at the appropriate step of the new level which considers a 5% of the current salary for one grade level change, and 10% of the current salary for two or more grade level changes.

A reclassification downward is an administrative action independent of an employee's performance and should not be confused with a demotion.

Classification

In a downward reclass, when the employee's salary exceeds the maximum of the new pay range, the salary is red circled and is frozen until changes in the pay grade schedule raise the maximum above the employee's salary.

If reclassification results in the position being assigned to a class in a skill level with the same pay range as the original classification, an incumbent employee shall maintain the same pay as before classification.

4.03.1 Procedure: Reclassification

The Human Resources Division, upon request of a Department/ Division Head, or as a function of administering the Wage and Salary Program, shall analyze positions and recommend reclassification where appropriate. Upon the review of the Office of Management and Budget, and the approval of the County Administrator, the recommendation shall be submitted to the Board for final approval during the normal budget process.

4.04 Retitling

Upon request of the Department/Division Director, the Human Resources Division may recommend retitling of a position. An incumbent employee in a retitled position shall maintain the same rate of pay.

4.05 Maintenance

The Classification Plan shall be kept current by the Human Resources Division through continued audit, investigation, and review. Department/Division Directors shall notify the Human Resources Director of change of duties, responsibilities or work assignments as they occur.

4.05.1 Procedure: Job Audit

The Human Resources Division will audit positions in the organization on a regular schedule. Within a three year cycle all positions of the County will be reviewed.

Separate questionnaires (See Appendix G) will be forwarded to the supervisor and to the incumbent with an indicated return date to Human Resources. Any extension of the return date will be coordinated between the Department/Division Director, and the Compensation Officer who will conduct a job site audit. Any recommendations will be submitted to the Human Resources Director, the Department/Division Director and the appropriate OMB Liaison.

Classification

4.06 Market Adjustments

The Board of County Commissioners may approve Market Adjustments to the Classification and Pay Plan in response to a market survey, to improve recruitment and/or retention, or for other purposes. Market Adjustments may result in the movement of a classification to a higher or lower pay grade, the adjustment to the minimum and/or maximum pay rate for one or more pay grades, other modifications to the Classification and Pay Plan, or other actions. When Market Adjustments to the Classification and Pay Plan are made, unless otherwise directed by the Board, each employee shall be slotted into the new Classification and Pay Plan and:

A. If their position was moved to a higher paying pay grade:

   1. They will be brought to the minimum of the new pay range if their current rate of pay is below the minimum rate of pay for their position's new pay grade and/or pay range; or

   2. They will receive no adjustment to their pay as a result of the Market Adjustment if their current rate of pay is at or above the minimum rate of pay for their position's new pay grade and/or pay range.

B. If their position was moved to a lower paying pay grade, or if the minimum pay rate for their position's new pay grade and/or pay range has a lower minimum rate of pay, their current rate of pay will not be adjusted downward as a result of the Market Adjustment.

Such movements of positions as a result of Market Adjustments are not considered to be reclassifications as described in Section 4.03, whether or not such positions are filled or vacant.

5.01 Contents

The procedure for establishment, maintenance, and administration of an equitable pay plan shall be applicable to all positions. The salary schedules shall include the minimum and maximum rates of pay for all skill levels. For EMS, in addition to the salary schedule, the pay plan includes shift differentials and Special Pays. The guidelines for EMS shift differentials and special pays can be found in the Emergency Medical Services Standard Operating Guidelines Manual. When an employee reaches the ceiling of a salary range they are "red circled" and receive no additional pay increases until the pay grade schedule raises the maximum above the employee's salary or through other Board action.

5.02 Administration

The Human Resources Division shall maintain the salary schedule, which includes the EMS shift differentials and special pays. This includes conducting a general salary survey periodically from which recommendations may be made to adjust the schedules. The salary survey shall consider prevailing pay rates and fringe benefits within the appropriate market. This also includes an annual adjustment to pay grade minimums and maximums in an amount equal to the percentage change in the Florida Minimum Wage (the "Florida Minimum Wage Adjustment"), which shall take effect on October 1, unless the County Administrator otherwise recommends, and the Board approves, that a Florida Minimum Wage Adjustment will not be made for a particular year. For example, if the Florida Minimum Wage increased 1% in January, the County's pay grade minimums and maximums would automatically increase by 1% effective October 1 of the same calendar year, unless the County Administrator otherwise recommends, and the Board approves, that the Florida Minimum Wage Adjustment not occur.

When Florida Minimum Wage Adjustments take effect, and when other proposed changes to the Pay Plan are approved by the Board, the Pay Plan shall constitute the County's pay schedule for pay grades of all positions, EMS shift differentials and special pays shall become effective as designated.

Human Resources will periodically review the various indicators such as the federal Consumer Price Index for Urban Wage Earners and Clerical Workers, the Social Security Cost of Living Adjustments, the Florida Minimum Wage Adjustment, the Florida Price Level Index and Living Wage Calculators and make a recommendation to the County Administrator on changing the indicator to be used.

5.03 Changes in Pay

5.03.1 Promotion

Upon a promotion of one grade level, the employee will receive 5% or will be placed at the new grade minimum which ever is greater. Upon a promotion of two grade levels, the employee will receive 10% or will be placed at the new grade minimum which ever is greater.

In no case will the promotional increase place an employee's salary above the maximum of the assigned pay grade, even if this results in less than a 5% increase.

5.03.2 Demotion

Upon demotion for cause, the employee's salary will be placed on the new pay grade level at a rate determined by the Department Head based upon the recommendation of the Human Resources Director.

If the adjusted salary is above the maximum of the lower grade, the salary will be red circled until changes in the pay grade schedule raise the maximum above the employee's salary.

5.03.3 Transfer to Lower Classification

An employee may be transferred to a position in a lower pay grade, without cause, and without a pay reduction, and the transfer may not be considered a demotion if the transfer is voluntary or if it is the result of the employee's position being terminated. The employee shall not be eligible for a subsequent promotional pay increase if the employee is later transferred to a position in a pay grade equal to the position occupied prior to the initial transfer as a result of a merit promotion for a period of two years. The employee shall be eligible for pay adjustments as they occur annually. Employees placed in a higher pay grade as a result of competitive selection shall have pay established in accordance with Competitive Initial Placement.

5.04 Education Incentive Program

Benefits-eligible full-time employees with six months of service and part-time employees with two years of service earning diplomas (GED) or degrees (associate, bachelor, masters, doctorate), in job-related areas may be eligible to receive educational incentive pay for job-related diploma **or** degree above that required for the position at the time the employee was hired into the position

Certifications are no longer eligible for the Education Incentive Program. However, the Departments/Divisions are encouraged to pay for those certifications which are deemed job-related and beneficial to the department from their department budgets. This policy shall become effective for certifications started or completed after October 23, 2007. Current

employees who are enrolled in or have completed a certification program prior to October 23, 2007 and have received pre-approval may provide documentation and have the certification "grandfathered" in under the previous policy.

All diplomas **(**GED) and degrees **(**associates, bachelors, masters, and doctorate) earned in job-related areas may be eligible to receive a 5% educational incentive pay increase. All diplomas and degrees considered for educational incentive increases must be completed while employed with Leon County and without any financial assistance from the County. The maximum lifetime educational compensation benefit is 10%. No additional compensation will be approved for educational attainment once the 10% maximum has been reached. Employees who participate in the Tuition Assistance Program will not be eligible to participate in the Education Incentive Program. Requests for incentive pay increases must be received within six (6) months of completing the diploma **or** degree. No retroactive pay increases will be granted for diplomas or degrees completed prior to initial placement in the current position.

Employees contemplating completion of education to qualify for educational incentive pay should consult with the Human Resources Division to determine whether the diploma or degree is eligible for educational incentive compensation.

Degrees used for educational incentive pay must first be approved by Department/Division Director and Human Resources Director. The minimum class time requirement required for associate degrees must be at least 60 credit hours**,** bachelors degrees must be at least 120 credit hours, masters degrees must be at least 30 credit hours, and Ph.D. must be at least **72** credit hours. Degrees must be from an educational institution that is accredited by one of the accrediting bodies approved by the U. S. Department of Education.

Employees participating in the Tuition Assistance Program and/or receive any financial assistance from the County in obtaining their diploma or degree are not eligible to participate in the Education Incentive Program.

Educational Incentive pay is not an entitlement and is contingent upon the availability of funds.

In no case will an educational attainment increase place an employee's salary above the maximum of the assigned pay grade.

All educational attainment compensation must be approved by the County Administrator. The effective date of the salary increase shall be the date of approval.

This policy will become effective immediately, regardless of when diploma or degree was

obtained.

5.04.1 Procedure: Educational Incentive
Leon County encourages employee development and knowledge expansion.

Upon completion of the diploma or degree program, the supervisor shall request proof of attainment (e.g. a copy of diploma or degree), and all supporting documentation (course curriculum, copies of receipts for course, exam, books, etc.). This proof is presented through line management to the Human Resources Director with a letter of justification for salary adjustment along with a personnel action form (PAF). The Human Resources Director will evaluate the request in accordance with County policy and will make a recommendation to the County Administrator. The line management is notified of the disposition of the request by the Human Resources Director.

5.05 Performance Bonus

If funds for the purpose of awarding a Performance Bonus are appropriated by the Board, the Board shall determine the timing and range of amount for the award of the Performance Bonus. The Performance Bonus shall be based on a plan which:

a. bases the award of a bonus on work performance;
b. adequately describes the performance standards and evaluation process by which the bonus will be awarded;
c. shall notify all employees of the applicability of a bonus plan before the beginning of the evaluation period on which a bonus will be based;
d. provides that all regular full-time and part-time employees will be eligible to participate.

5.06 Annual Salary Adjustments

The Human Resources Director will recommend to the County Administrator, for approval by the Board, any adjustments in the salary structure or segments of the salary structure and levels of such adjustments.

Performance Pay

Career Service employees may receive an annual pay increase based on performance. The purpose of this increase is to recognize and reward those employees who are Fully Competent or Excelling in their positions during the rating period. The amount and timing of the performance pay will be determined annually by the Board of County Commissioners. Employees who are rated as Development Needed will receive a cost of living increase, which will be less than the increase that is approved for the Fully Competent and Excelling categories. Performance pay increases and cost of living increases are not guaranteed and may vary in amount contingent upon funding availability.

Senior Management, Executive Support and EMS salary increases will be determined annually by the County Administrator.

In temporary (O.P.S.) positions of longevity or seasonal return the employee may meet the requirements of annual salary adjustment movement, when the incumbent has been in the same position at least six (6) months prior to salary adjustment period or the incumbent has returned for three (3) consecutive seasons with total employment of six (6) months or more.

5.07 Other Pay Adjustments

It is anticipated that the needs of employees and departments will be met within the framework of the Wage and Salary Program; however, should unforeseen circumstances occur which may be considered in the best interest of the County, the Department Head may request a rate adjustment. This request may be submitted through the Human Resources Director to the County Administrator for approval.

5.07.1 Retention Increase

This provision is intended to provide consideration of critical and/or unusual administration problems. A retention increase may be approved, at the County Administrator's sole discretion, in accordance with the following provisions:

A. The employee has received a documented bona fide job offer with an employer other than the County and the retention increase is a counter offer to retain the employee in their current position (job offers from other Leon County Board of County Commissioners offices, Property Appraiser, Clerk of the Circuit Court, Supervisor of Elections, Tax Collector, Sheriff or County Advisory Boards will not be deemed a bona fide job offer with an employer other than the County under this provision).

B. Retention increase decisions are not grievable through Leon County's grievance procedure unless it is alleged that such a decision was made based upon unlawful discrimination.

C. To be eligible for retention increase consideration, the affected employee must:

1. currently be employed by the County in a full-time, non-OPS position;

2. have been continuously employed in their current position for at least one (1) calendar year prior to the date the bona fide job offer was made;

3. have received at least a AMeets Expectation@ rating on their most recent performance evaluation, must currently be performing at an acceptable level, and may not have been issued a written warning within the previous twelve (12) months; and

4. not have received a retention increase within the past twenty-four (24) calendar months from the date the increase request is submitted to Human Resources.

D. The County Administrator has sole authority to determine amount offered as a retention increase within the range of 0% to 25% of the affected employee's salary. The County Administrator may approve retention increases as single or multiple salary adjustments; however, if multiple salary adjustments are made for one retention increase, the total of those salary adjustments may not exceed 25% of the affected employee's salary.

E. The retention increase must not place the employee above the maximum for their current pay grade range.

F. Retention increases are not permissible where the intent is to circumvent the provisions of other pay plan policies.

G. Retention increases recommended under this provision are subject to the availability of funds.

5.07.2 Procedure: Retention Increase

To request a retention increase, the respective Division Director shall submit a retention increase request package to his/her Group Director and gain their approval prior to submitting the request to the Human Resources Director. Increase request packages will include, at a minimum, the following documentation:

1. validity of the job offer, preferably a copy of the written job offer;

2. the respective division's independent verification of the job offer;

3. the costs associated with replacing the employee (excluding recruitment costs);

4. a detail of the training costs Leon County incurred on the employee's behalf over the past twenty-four (24) months;

5. summation of the employee's satisfactory job performance (that the employee has performed and continues to perform at least at a "Meets Expectations" level and that they have not been issued a written warning within the previous twelve (12) months);

6. that the division's recommended increase, if approved, would not place the employee above the maximum for their current pay range;

7. salary relationships within the division;

8. recruitment and retention conditions in critical areas as may be demonstrated by (a) high turnover; (b) declined job offers; or (c) resignation letters from previous employees; and

9. whether the competitive job is comparable to the one the employee currently holds with the County.

The Human Resources Director will review the request and make his/her recommendation to the County Administrator.

Increases approved by the County Administrator will become effective at the beginning of the pay period following the date the County Administrator approved the increase.

Part Time Career Service

When employment is on a part time basis, pay shall be on an hourly basis or salaried in proportion to the average number of hours worked weekly.

5.09 Compensation for Temporary Work in Higher Classification

In situations where the assignment or scheduling of work requires an employee to perform in a higher level classification to fill a temporary need, a new rate may be established by the Department Director after consultation with the Human Resources Director for the period of temporary assignment. In cases where a budget amendment is necessary to fund the temporary pay rate, County policies on budget amendment approvals shall apply. This provision is not to be applied in a situation of vacation replacement or cross training opportunities. An employee must work in the higher classification a minimum of three (3) full weeks and not more than three (3) months.

The rate of pay for the temporary assignment will be determined using the guidelines for a promotional increase. At the conclusion of the assignment, the employee's pay shall revert to his or her previous rate of pay. When it is established that the need may exceed three (3) months, and it is not for training, the replacement employee may be compensated at the higher rate immediately. Extensions may be approved by the County Administrator.

Any such temporary assignment shall not affect the employee's eligibility for merit pay.

5.10 Temporary Work in Training Status

Temporary Work in a training status may be initiated by either the employee or management by sending a Training Plan signed by the employee and a line manager to the Training Coordinator with a statement of understanding that there will be no adjustment in pay for training.

5.10.1 Procedure: Temporary Work in Training Status

If the assignment is solely for training purposes, the request must be accompanied by a Training Plan. The Training Plan must include a description of the task(s) to be learned, the standard measurement which will be used to determine if task(s) was/were learned, and time table for accomplishment.

5.11 Overtime

The established workweek is forty (40) hours within a seven (7) day period, Saturday through Friday. Overtime is calculated at 1-1/2 times an hour on hours worked over the established workweek. All overtime work must have prior authorization by Department/Division Director or designee. Not securing this authorization may result in disciplinary action.

Workers' Compensation Leave and Administrative Leave are "paid leave," not "hours worked." They will not be counted toward overtime.

Leave time earned and used is recorded daily on the Official time sheet (See Appendix H1 & H2) for Career Service, Executive Support, and EMS employees. For Senior Management Service employees, time used is recorded on the Official Leave/Compensation Request Form. (See Appendix H3)

Compensation for overtime shall be administered by the following guidelines:

Executive Service and Senior Management Service employees are not eligible for overtime compensation.

Career Service, Executive Support, and EMS employees in exempt positions, according to F.L.S.A., shall not be eligible for overtime compensation. However, if overtime is worked, compensatory leave credits equal to the overtime hours worked shall be granted. The maximum accumulation is 80 hours. Additional accumulation can only be extended with the approval of the County Administrator.

Career Service and Executive Support Service employees in non-exempt positions, according to F.L.S.A., who are authorized to work overtime, shall be granted either time off (compensatory leave) at the rate of one and one-half (1-1/2) hours for each overtime hour worked or cash payment for overtime worked at the rate of one and one-half (1-1/2) times that employee's regular hourly rate of pay. EMS employees in non-exempt positions, according to the FLSA, who are authorized to work overtime, shall be paid for overtime worked at the rate of one and one-half (1-1/2) times that employee’s regular hourly rate of pay. EMS employees are not eligible for compensatory leave unless authorized by the EMS Chief.

Compensatory leave or cash compensation for overtime may only be granted when actual hours of work exceed forty (40) hours during the workweek. Holidays, however, shall be considered as hours worked for purposes of this section.

If overtime is authorized using compensatory leave only, employees must be notified before the overtime is worked. Every effort should be made to schedule such leave at the earliest possible date. Requests for compensatory leave shall be made on an Official Leave/Compensation Request Form or on the Official time sheet.

Assignment of Overtime

Overtime assignments are made on a fair and equitable basis. Any scheduled work time is required duty. Failure to perform overtime, except in cases of personal emergency, or other appropriate reasons, is deemed to be insubordination. Exceptions shall be granted in cases of such emergency or other appropriately approved reason.

Procedure: Overtime

Leave time earned and used is recorded daily on the official time sheet.

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5.12 On-Call, Stand-By, and Call-Out Pay

Employees in positions that provide “emergency” service on a recurring basis may volunteer or be designated "on-call" during other than normal working hours. Employees in such "on-call" status are expected to be constantly available in order to respond immediately to the need for their services. Such employees shall receive "ON-CALL" pay consisting of a weekly premium in an amount designated by the Board, and shall be paid for the time worked.

When an emergency requires employees not scheduled for "ON-CALL" duty to be in preparedness status to come to work upon call, they are considered to be on "STAND-BY,” and are compensated according to the established "ON-CALL" premium amount. Should these employees' status move from ON-CALL or STAND-BY into "CALL-OUT,” or should any employee with no prior notice be called out, they are compensated from the time of the call and provided a minimum of two hours worked. Compensation differs between normal weekday (Monday thru Friday), weekend (Saturday & Sunday), and Holiday.

On-Call pay is $10.00 per day, $15.00 per weekend day and $20.00 per Holiday. (Weekend days are defined as Saturday and Sunday.) Should the employee be called out, a minimum of two (2) hours pay will be granted

5.13 Emergency Guidelines for Compensation, Work Hours, and Work Assignments

The purpose of this policy is to provide guidelines for compensating employees and designating work hours and work assignments for employees of the Board of County Commissioners during a Declared Local State of Emergency (DLSOE).

The County shall make a reasonable effort to release employees from work prior to, during, and after any DLSOE to take care of personal and family related safety matters. Whether the County remains operational or shuts down operations due to a DLSOE, all employees will be required to report to work, if needed. Employees may be reassigned to other work areas and work hours altered in order to ensure continuation and restoration of community services, maintain safety, and fulfill the County’s responsibilities to its citizens.

DEFINITIONS:

DLSOE: A Declared Local State of Emergency made pursuant to the authority granted the Board of County Commissioners under Chapter 252, F.S. in accordance with the Emergency Management Ordinance (93-16).

Department Essential: An employee designated by the County, who is required to report to their regular work assignment to assist with the department's essential functions as designated in the department's Continuity of Operation Plan or emergency operating procedures.

EOC Essential: An employee not designated as Department Essential will be designated as an EOC Essential employee and assist with assigned functions at the Emergency Operations Center (EOC).

Non-Exempt (Hourly): An employee who is paid an hourly wage under the Fair Labor Standards Act (FLSA) to receive overtime pay for hours worked in excess of 40 in a workweek.

Exempt (Salaried): An employee who is paid a salary (not an hourly wage) to perform the duties and responsibilities of a job regardless of hours worked in a workweek. In accordance with the Fair Labor Standards Act, this category of employee is exempt from the overtime pay provisions of the Act.

PROCEDURE:

A. All Leon County employees will be designated as either Department Essential in accordance with the Departments Continuation of Operations Plan (COOP) and/or emergency operating procedures; or Emergency Operations Center (EOC) Essential. Each department is responsible for making this designation for its employees and providing an annual listing of employee's assigned in each category to the Division of Volunteer Services and Human Resources by the end of March each year.

B. Upon issuance of a DLSOE and activation of the County's EOC, the County Administrator, or designee, may initiate implementation of this policy. Emergency Management will issue the date and time that the EOC activation occurs.

C. Upon activation of the EOC as identified above, all County employees designated as EOC Essential may be required to report to the EOC or the VRC, to assist in the County's disaster response efforts. Roles may be pre-assigned or assigned as the situation dictates.

D. Administration: VolunteerLEON will assume the responsibility for assigning, training, and supervising County employees in their respective EOC/VRC emergency management functions.

APPLICATION:

Non-Exempt Employees on Duty. Non-exempt Career Service employees reporting for duty during a DLSOE will be compensated as follows:

- Pay equal to their regular rate of pay for the time they are required to work during a DLSOE, up to 40 hours actually worked.
- Overtime Pay at one-and one half times their regular pay for hours actually worked over 40 hours in accordance with FLSA.
- Pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave (See Personnel Policy Section 7.19 D.)
- This provision does not apply to EMS Special Risk employees.

Exempt Employees on Duty. Exempt employees reporting for duty during a DLSOE will be compensated as follows:

- Exempt Career Service and Executive Support employees will receive one hour of compensatory time for each hour worked over 40 hours in a workweek.
- Exempt Career Service, Executive Support, and Senior Management employees will receive pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave.
- Senior Management employees designated as EOC Essential will be required to work, as needed, at the EOC or the VRC during a DLSOE. Senior Management employees will not receive any additional compensation for hours worked over 40 hours in a workweek.

Employees off Duty. Any employee who is off duty and is requested to report to work will be expected to report to work during a DLSOE.

- If the employee is unable to report to work due to hardship reasons at the time of the DLSOE, the employee will not be eligible for Administrative leave during a DLSOE.
- If it is determined that the employee is not needed to report to work or is not needed at the EOC, the employee will be eligible for Administrative Leave.

Employees on Approved Scheduled Leave: Any employee on scheduled leave during a DLSOE may be called in and required to report for duty, if needed. Employees on previously approved leave and who report to work shall be eligible for Administrative Leave and/or regular pay, whichever is applicable.

Employees on Extended Leave: Any employee away from work on sick leave, extended FMLA, Military Leave, Workers Compensation, or other extended leave will not be required to report for duty during a DLSOE. Employees on extended leave will not be eligible for Administrative Leave.

Hardship Exemption: Employees who are already aware that they will not be able to work during a DLSOE should request a hardship exemption approval form from their supervisor. Upon approval by the Division Director and Group Director, the approved hardship exemption form should be submitted to Human Resources and placed in the employees personnel file.

Employees claiming hardship exemptions will not be eligible for Administrative leave during a DLSOE.

Reassignment of Employees: Employees who are released from their regular job duties will be reassigned to other work areas, as needed, and will be expected to report for duty. Employees may be required to work alternative shifts during a DLSOE. Non-exempt employees shall be paid their normal rate of pay for all hours actually worked, including overtime when applicable.

Required Training: Annually, the Director of Volunteer Services will determine the EOC Essential employees that will be required to complete EOC and/or VRC Training as appropriate.

Failure to Report for Duty: During a DLSOE, employees who refuse to report to work may be subject to disciplinary action.

On Call/Stand By: Non-Exempt Career Service employees who are directed by appropriate supervisory or management staff to remain available to return to work during an off-duty period, in anticipation of and/or immediately after a DLSOE, will receive on-call or stand by pay in accordance with established pay policies and procedures.

Temporary (OPS) Positions: Temporary employees may be expected to report for duty in anticipation of, and/or immediately after a DLSOE as requested by appropriate supervisory or management staff. Temporary employees will be paid for actual hours worked in accordance with established pay policies and pay procedures.

Non-assigned employees: Employees who have not been assigned to work during a DLSOE should not report to work without the approval of appropriate supervisory or management staff. Due to FLSA restrictions, this includes Career Service and Executive Support exempt and non-exempt employees who wish to volunteer at the EOC. Employees who are confined to a facility only for safety or non-job related reasons and are not performing the duties of their regular jobs or assigned jobs shall not compensated for the time otherwise spent on the premises.

Return to Normal Conditions: Employees will return to work when notified by appropriate means. The County will use internal communication systems (telephone, Internet, etc.) and external media such as television, radio, etc, to announce the “all clear” notice for employees to return to work under recovery or normal conditions. The employee is responsible for monitoring the communication media to ensure prompt notification. Senior Management employees may adjust hours as needed to allow for periods of rest from working extended hours during a DLSOE, however, managers are still responsible to ensure that all County offices are properly staffed when returning to normal conditions.

Employees unable to report back to work that day, due to extenuating circumstances beyond their control (i.e., child care issues, storm related damages, road closures, flooding, etc,) shall not be required to return to work and may use personal annual, compensatory leave and swing days for this time.

Documentation: Employees shall be required to document and report to management all hours worked during an emergency in accordance with established pay practices, procedures and regulations.

5.14 Reinstatement Pay

When an employee is reinstated to a position in the same class, or in a different class within or below the same skill level from which he/she was previously demoted, transferred, or reclassified with no reduction in pay, the rate of pay shall not change unless it is below the minimum class to which the employee is reinstated, in which case it will go to the minimum.

5.15 Payroll

Each Department/Division is required to keep an accurate account of all hours worked and leave used by career service employees on the official time sheet. All leave taken must be documented on a Leave/Compensatory Request Form for Senior Management Service and the official time sheet for Career Service, Executive Support, and EMS employees.

Paychecks are distributed on Thursday at 10:00 a.m. for the bi-weekly payroll and at 10:00 a.m. on the morning of the next to the last business day of the month for the monthly payroll. Paychecks are distributed on Fridays for bi-weekly EMS employees.

Paychecks may be direct deposited into any banking institution. Contact the Finance/Payroll office to set up direct deposit.

RESOLUTION NO. R15-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ESTABLISHING A FEE FOR A COMPLIANCE CERTIFICATION LETTER TO THE DEVELOPMENT SERVICES AND ENVIRONMENTAL SERVICES PERMITTING FEE SCHEDULE ADOPTED AS RESOLUTION NO. 06-19 BY THE BOARD AND MADE EFFECTIVE OCTOBER 1, 2006.

WHEREAS, the Board of County Commissioners of Leon County, Florida, has in effect Environmental Services and Development Services Fees adopted pursuant to Resolution No. 06-19, which are used to offset operating costs related to the permitting, inspection and enforcement of land development regulations; and,

WHEREAS, through user fees, the Board has committed to recovering the cost of services provided by the Department of Development Support and Environmental Management; specifically the Divisions of Development Services and Environmental Services; and,

WHEREAS, the County has not established an associated fee for Compliance Certification Letters, and the fee being proposed represents the cost recovery associated with providing expedited, as well as exceptional, customer service consistent with Board policy; and,

WHEREAS, the non-refundable fee will offset the staffing and associated costs of research and processing of open code violations, lien research requests, and the issuance of Compliance Certification Letters by the Code Compliance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, DULY ASSEMBLED IN REGULAR SESSION THIS _____ DAY OF _____2015, AS FOLLOWS:

Section 1. That under, **Development Services Fees, Fee Category, Land Use and Code Compliance Determinations,** the following process and associated cost recovery fee shall be added:

Compliance Certification Letter - $90.00

Section 2. That this Resolution amending the Board's Resolution No. 06-19 which was adopted on June 13, 2006 with an effective date of October 1, 2006, to establish a fee schedule for Development Support and Environmental Management , shall be effective upon adoption by the Board.

LEON COUNTY, FLORIDA

BY:_____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

RESOLUTION: 2015 - _____

A RESOLUTION SETTING SOLID WASTE TIPPING FEE RATES AT LEON COUNTY SOLID WASTE MANAGEMENT FACILITIES

WHEREAS, Section 18-141, Article IV, of the Leon County Code of Laws, provides that solidwaste tipping fees are to be set by resolution of the Board of County Commissioners, in accordance with
the law; and

WHERAS, the interlocal agreement with the City of Tallahassee regarding waste disposal, which established tipping fee rates at the Transfer Station facility, expired on May 1, 2012; and,

WHEREAS, any future rates established in an interlocal agreement by and between the City of Tallahassee will supersede the rates in this resolution; and,

WHEREAS, the Board of County Commissioners adopted a solid waste rate study on April 23, 2013; and WHEREAS, the rate study established the tipping fee that included the costs of hauling and disposal, fuel surcharge, hazardous waste and inflationary increases.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Leon County,
Florida, that:

1. Effective on October 1 of each year commencing in 2015, as hereby designated below, the tipping fee disposal rates at the Leon County Transfer Station Facility shall be:

Description	Tipping Fee Per Ton
Hauling and Disposal	$24.04
Fuel Surcharge	$2.08
Transfer Station Operations	$8.09
Household Hazardous Waste	$3.88
Total Tipping Fee	$38.09

And adjusted annually according to:

(1) Commencing October 1, 2015; Annually 75% of Consumer Price Index

(2) Annual fuel adjustments are calculated per the Waste Management Inc.

Agreement and are based upon the change in Consumer Price Index and the Oil Price Information System report for Ultra Low Diesel.

(3) Not to exceed 5% annually excluding capital project cost.

2. The tipping fee rates established and set forth herein shall supersede any other previous Board actions to the extent of any conflict or inconsistency herewith.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida this 7th day of July, 2015.

LEON COUNTY, FLORIDA
By:
_____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

By:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

Leon County
Board of County Commissioners

Notes for Agenda Item #21

Leon County
Board of County Commissioners

Cover Sheet for Agenda #21

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the 2015 Florida Legislative Session Final Report and Request to Schedule the Board Workshop on the 2016 State and Federal Legislative Priorities for Tuesday, September 15, 2015 from 1:30 – 3:00 p.m.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator for Intergovernmental and Community Initiatives Andy Johnson, Special Projects Coordinator Ryan Aamodt, Management Intern

Fiscal Impact:
The final legislative report summarizes legislation that may have an immediate and/or future impact on the County budget.

Staff Recommendation:

Option #1: Accept the 2015 Florida Legislative Session Final Report.

Option #2: Schedule the Board Workshop on the 2016 State and Federal Legislative Priorities for Tuesday, September 15, 2015 from 1:30 – 3:00 p.m.

Report and Discussion

Background

At the 2015 State and Federal Legislative Priorities Workshop held on October 28, 2014, staff presented verbal and written reports to the Board and proposed four appropriation requests and eight policy statements for the 2015 state and federal legislative sessions (Attachment #1). At the December 9, 2014 Regular Meeting, the Board approved four additional water projects for staff's submittal to the legislature. Accordingly, the County's contract lobbying teams continued to pursue funding at the state and federal levels for the projects approved by the Board. County staff submitted appropriations requests to the Florida legislature for the following projects:

- Capital Circle Southwest $119,100,000
- Woodville Highway $26,100,000
- Fords Arm Watershed Restoration $4,000,000
- Woodside Heights Septic to Sewer Project $3,900,000
- Woodville Sewer System Design $3,000,000
- Harbinwood Estates Target Area Project $2,500,000
- Fred George Wetland Restoration $1,000,000
- Capital City Estates Wakulla Springshed Restoration $1,000,000
- Centerville Trace Target Area Project $1,000,000
- Innovation Park Grant $500,000

During the Workshop, the Board discussed state and federal substantive policy issues that were expected to be considered during the 2015 state and federal legislative sessions. Staff presented eight state issues and four federal issues specific to Leon County. These issues, which were subsequently approved by the Board, include:

State Substantive Issues

- Support the protection of the state workforce and oppose any reductions to state employee benefits.
- Support legislation to expand Medicaid in Florida.
- Support legislation that promotes an equitable and competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.
- Support legislation that is revenue neutral; simplifies administration and collection of the current tax; enhances the stability and reliability as an important revenue source for local government and Public Education Capital Outlay for schools; and provides the opportunity for market-based growth.
- Support state aid grant funding for public library programs.
- Support the renewal of the Florida Enterprise Zone Program and encourage the broader state definition of return on investment to include property valuation increase and the revitalization of a community.
- Support state funding for the De Soto Winter Encampment a tourist-friendly facility to commemorate America's first Christmas.
- Support the 2015 FAC legislative program unless specific issues conflict with Leon County's interests.

Federal Substantive Issues

- Support the long-term reauthorization of MAP-21 at or above the current level of funding for surface transportation programs.
- Support federal legislation that includes full mandatory funding for PILT in the FY 2015 appropriations package and support a long-term strategy for a sustainable PILT program.
- Oppose the Environmental Protection Agency and the U.S. Army Corps of Engineering proposed rule regarding the definition of "Waters of the U.S."
- Support legislation that promotes an equitable and competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.

Community Legislative Dialogue Meetings

As directed by the Board, Commissioner Desloge was directed to work with staff to host the 'Community Legislative Dialogue' meetings. This year marked the fifth year that these meetings were held in order to coordinate with community partners and local organizations to identify shared interests in advance of the Florida legislative session. The meetings were held during committee weeks prior to the start of the session, in the middle of session, and at the end of session. All three meetings were well attended and the participants agreed that it was helpful to hear the priorities of other community partners. Representatives from across the community participated in this legislative dialogue, including members of the Leon County Legislative Delegation, Florida A&M University (FAMU), Florida State University (FSU), Tallahassee Community College, Tallahassee Memorial Hospital, the Leon County Sheriff's Office, Domi Station, the Greater Tallahassee Chamber of Commerce, Talquin Electric, County constitutional officers, and the City of Tallahassee. The group collectively identified four issues of shared significance for the community and agreed to work together to monitor these issues throughout the legislative session. These priorities included the following: Communications Services Tax/PECO funding, protection of the state workforce, renewal of the Florida Enterprise Zone Program, and the impact of Medicaid expansion.

Florida Association of Counties 2015 Legislative Day and Reception

On March 25 and 26, 2015, over 200 county leaders from across the state converged on the state Capitol to participate in the Florida Association of Counties (FAC) Legislative Day. Like last year, Leon County hosted a kickoff reception at the Leon County Courthouse on March 25, the evening prior to FAC's Legislative Day. Florida Commissioner of Agriculture Adam Putnam and Florida House of Representatives Minority Leader Representative Mark Pafford were the featured speakers at the reception, speaking about legislation anticipated during the 2015 legislative session and the importance of home rule.

On March 26, 2015, the FAC Legislative Day provided a unique forum for FAC staff to discuss the top legislative issues with county and legislative leaders. Commissioner Bryan Desloge, FAC's Immediate Past President at the time of the event, welcomed county leaders for a morning briefing, which included guest speakers from the executive and legislative branches. Senator Jack Latvala briefly summarized the progress of the Legislature, highlighted a few pieces of legislation, and held a question and answer session. Florida Department of Environmental Protection Secretary Jon Steverson also gave remarks regarding the legislative outlook from his agency's perspective.

In a legislative briefing presentation, FAC staff touched on a variety of issues including county juvenile justice cost-share reform, the proposed 3% cap on individual county increases in Medicaid costs, tax reform efforts, and other topics. Visiting county commissioners used the rest of the day to attend FAC training seminars and continue to meet with legislative leaders to advocate their county priorities.

Leon County's legislative team utilized the County's adopted legislative platform throughout the 2015 Florida regular session and subsequent special session to guide advocacy efforts on behalf of the Board. Throughout the legislative session, staff worked with the County's legislative partners to lobby for the Board's priority issues and to protect and enhance the County's interests in relation to other statewide legislative issues that arose during session. These issues were presented to the Board and senior County staff on a weekly basis through the *Capitol Update* memorandum.

Following is a final report to the Board summarizing significant legislative activity during the 2015 Florida Regular Legislative Session and Special Legislative Session. In addition, an update on congressional legislative activity in 2015 with respect to Leon County's adopted legislative platform is provided at the end of this report.

Analysis:

2015 Regular Legislative Session and 2015A Special Legislative Session

The regular legislative session began on Tuesday, March 3, 2015. For the third year in a row, the legislature began the regular session with a projected surplus – nearly $1 billion for FY 2015/2016, as reported by the Revenue Estimating Conference in December 2014. In the State of the State Address on Tuesday, March 3, 2015, Governor Rick Scott outlined his goals of continuing to reduce taxes, increasing funding for education and workforce training, ensuring affordable college tuition, and increasing spending on the environment.

The 60-day regular session was scheduled to end on Friday, May 1, 2015; however, due to an impasse in negotiations between the House and Senate regarding proposed health care expansion in Florida under the Affordable Care Act, the House adjourned *sine die* three days early on Tuesday, April 28, prior to passing a state budget. As a result, the two chambers reconvened for a special session on June 1, 2015 to develop a budget and to consider health care reform and a handful of other bills. Ultimately, the two chambers passed a budget and adjourned the special session *sine die* on Friday, June 19, 2015.

Throughout the regular and special legislative sessions, County staff worked with FAC to determine the fiscal impacts of legislation considered by the legislature and routinely provided this information to the Board, the Leon County Legislative Delegation, and legislative leaders. As part of the normal legislative process, staff utilizes the priorities identified by the Board prior to and during the legislative session to develop a strategic action plan with the County's legislative partners. A more detailed account of the Capitol Alliance Group's efforts is provided in its final report on state legislative activities
(Attachment #2).

LEON COUNTY KEY APPROPRIATIONS ISSUES:

As previously indicated, there was not a formal process in place during the 2015 legislative session to submit community budget issue requests, with the exception of an application process for water quality projects. Similar to the current trend in the federal budget process, a greater emphasis has been placed on grant programs through the executive branch and coordinating through state agencies for long-term infrastructure needs. Table #1 lists projects included in the state budget within Leon County.

Table #1: State Budget Funding for Projects in Leon County

Project Descriptions	Type of Funding	Amount	Note
Water Quality Projects			
Centerville Trace Target Area	Water Projects	$250,000	Vetoed
Transportation and Infrastructure Projects			
Orchard Pond Greenway	Arterial Highway Construction	$400,000	Vetoed
Historical and Cultural Projects			
Taylor House Museum	Education Fixed Capital Outlay	$150,000	Vetoed
Jake Gaither House Museum	Education Fixed Capital Outlay	$125,000	Vetoed
Education & Local Economy			
FAMU Student Affairs Building	Education Fixed Capital Outlay	$6,150,000	Approved
FAMU Pharmacy Building Phase II	Education Fixed Capital Outlay	$1,480,000	Approved
FAMU Student Success Support Services Program	Education Fixed Capital Outlay	$1,000,000	Approved
FSU Each, Ocean and Atmospheric Science Building	Education Fixed Capital Outlay	$5,000,000	Approved
FSU Rural Care Residency Program	Community Public Health	$3,000,000	Vetoed
FSU Medical School Facility for Rural & Underserved Areas	Education Fixed Capital Outlay	$3,000,000	Vetoed
FSU Florida Catastrophic Storm Risk Management Center	Education Fixed Capital Outlay	$1,500,000	Vetoed
TCC Wakulla Environmental Institute	Education Fixed Capital Outlay	$1,230,000	Vetoed
Other Appropriations			
Veterans Progress Villas	Housing & Community Development	$550,000	Vetoed
Tallahassee Regional Hazardous Materials Response Team Equipment	Housing & Community Development	$495,000	Vetoed
Capital Region YMCA Family Recreational Complex	Economic Development	$75,000	Vetoed
Drainage Ditch Stabilization in Southwest Tallahassee	Water Projects	$409,620	Vetoed
Veteran's Intervention Program	Contracted Services	$125,000	Approved
	Total	**$24,939,620**	**$11,184,620** *(Total Vetoed)*

Water Quality Projects

With the passage of the Florida Water and Land Conservation Amendment ("Amendment 1") last November, staff anticipated that much of the legislative session would be spent discussing how

Amendment 1 revenues would be allocated. As such, Leon County submitted seven water project applications to the House Agriculture and Natural Resources Appropriations Subcommittee and to the office of Senator Bill Montford for a total funding request of $16.4 million in water projects per the Committee's and Senator's requests. The final budget included funding for only a portion of one of the seven projects submitted the Centerville Trace Target Area project for $250,000 for design. The Centerville Trace Target Area would connect the Centerville Trace neighborhood to the City of Tallahassee's central sewer system.

The legislature reported receiving nearly 475 proposed water projects totaling $1.2 billion in requested funding. The Centerville Trace Target Area project, like many other water projects and projects in other categories that were added to the budget during the conference committee process, was ultimately vetoed by the Governor.

Transportation and Infrastructure Projects

As indicated in Table #1, this year's budget included funding for one transportation and infrastructure project throughout Leon County, the Orchard Pond Greenway multi-use trail. This trail will run adjacent to the Orchard Pond Greenway, a five-mile toll road which is currently under construction. The road will include pedestrian lanes, bike lands and an adjacent multi-use trail. The property owner requested funding in the amount of $400,000 to help fund the multi-use trail which was included in the approved budget, but was ultimately vetoed by the Governor.

Historical and Cultural Projects

Based on the state's grant processes, several local organizations were awarded grants for their various historical and cultural functions. Projects that received funding included the Taylor House Museum Projects in the amount of $150,000 and the Jake Gaither House Museum in the amount of $125,000. However, funding for both of these projects was vetoed by the Governor.

Education and Local Economy

FAMU and FSU both requested legislative funding for several projects. A number of these projects received funding in the approved budget; however, like other projects throughout the state, most were vetoed by the Governor. The projects which were <u>not</u> vetoed were:

- $6.15 million for a new FAMU Student Affairs Building
- $5 million for the FSU Earth Ocean Atmospheric Sciences Building (Phase I)
- $1.48 million for the FAMU Pharmacy Building (Phase II)
- $1 million for the FAMU Student Success Support Service program

The following projects were included in the approved budget, but <u>vetoed</u> by the Governor:

- $3 million for the FSU medical education facility to train physicians for rural and underserved areas
- $3 million for the FSU rural primary care residency program
- $1.5 million for the FSU Florida catastrophic storm risk management center
- $1.23 million for the TCC Wakulla Environmental Institute

Other Appropriations in Leon County:
There were several other projects submitted to the legislature that would benefit Leon County and Tallahassee area. Originally funded in the legislature's budget was $550,000 for Veterans Progress Villas, which would provide multi-family rental property for veterans and their families. In addition, a project to fund drainage ditch stabilization in southwest Tallahassee was originally funded for $409,620. Two other projects that would have benefited the area were the Capital Region YMCA Family Recreational Complex and the Tallahassee Regional Hazardous Materials Response Team equipment. Unfortunately, all of these projects were also vetoed.

A treatment invention program to address substance abuse and/or provide mental health services for veterans with criminal charges did receive funding in the final post-veto budget. $125,000 in recurring funds is included in the budget for this program. Staff is working with Court Administration to finalize the details of the staffing arrangement for this program; however, the tentative plan is to fund two positions to operate this program. It is anticipated that one of the positions will be a state employee and the other will be a state-funded employee of the Board.

LEON COUNTY KEY SUBSTANTIVE ISSUES:
This section summarizes the substantive issues identified by the Board during its annual workshop and beyond.

Protection of the State Workforce
Recognizing that the state employees who live in Leon County are vital to our community, economy, and diversity, protecting the jobs of these workers from privatization and advocating for fair wages has continuously been a top priority of the Board. Accordingly, the Board again adopted "Protection of the State Workforce" as one of its top priorities for the 2015 legislative session. Although state worker pay raises were not considered this session, this issue was strongly pursued by the Leon County delegation. The 2015 legislative session brought about several pieces of legislation that would affect the state workforce – most notably, a bill establishing a new state group insurance program and a proposal to reform the Florida Retirement System (FRS). A more detailed analysis on these bills is found in following narrative.

Perhaps the greatest impact to the state workforce was the vast reduction of positions in the state workforce, 813 of which were eliminated in the Department of Health. The Department of Environmental Protection also lost 120 positions and the Agency for Health Care Administration lost 81 positions. 326 new positions were added; however, the budget resulted in a net reduction of 816 positions. Leon County's legislative team has requested information from the Florida Department of Management Services regarding how many of these positions were based in Leon County and how many were vacant positions. Staff will report this information to the Board as soon as it becomes available. Additional issues considered included:

- *State Employee Group Insurance System Reform*
  During the regular session, the House proposed a bill, HB 7097, which would have made substantial changes to state employees' health insurance coverage options. This bill would have set health maintenance organization (HMO) and preferred provider organizations (PPO) employee contribution rates for the 2016 plan year according to their actuarial benefit level. As a result, the state's HMO plan would have cost employees more than the current year's contribution, while the PPO would cost employees less. The state's contribution would have remained the same overall, but a portion of its contribution to the HMO would have been shifted to the PPO to reflect the difference in the actuarial benefit of each option.

  The proposed bill included components designed to share plan savings with state employees. This bill was also included in the call for the special legislative session and refilled as HB 21A. During the special session the House passed the bill, however it was never taken up by the Senate, effectively killing the bill.

- *Florida Retirement System*
  During opening remarks on the first day of the legislative session, House Speaker Steve Crisafulli pledged that the House would continue his predecessor's efforts to push for reforms to the Florida Retirement System (FRS) reform. However, in the wake of an actuarial study released during the third week of regular session, the Speaker announced that the House would no longer pursue legislation reforming FRS. The study indicated that moving the state workforce away from the defined-benefit plan toward a defined-contribution plan would cost the state millions of dollars – a stark contrast to the significant savings projected by actuarial studies in 2013 and 2014. Accordingly, no bill was passed during regular or special session reforming the FRS.

Medicaid Expansion and the Low Income Pool (LIP)

The 2015 regular legislative session ended abruptly when the House of Representatives adjourned *sine die* three days prior to the scheduled end of session. The House's early departure was due to the inability of the two chambers to agree on several issues relating to the state's budget, most notably health care expansion under the Affordable Care Act. In February 2015 the U.S. Centers for Medicare and Medicaid Services (CMS) notified the state that the Low Income Pool (LIP), which provides supplemental payments to health care providers for uncompensated care, would not continue in its current form. LIP funds were set to expire June 30, 2015. As part of the renewal process, CMS notified state officials that Florida's decision to expand health care coverage would be an important consideration in CMS' determination regarding extending the LIP program in Florida.

In the Senate's proposed budget during the regular legislative session, the chamber issued a proposal to renew LIP funding for $2.2 billion – a similar amount to the funding received in the fiscal year 2015 – but also proposed to expand health care coverage for low-income Floridians using federal Medicaid funds. The Senate's plan, termed the Florida Health Insurance Affordability Exchange Program (FHIX), would have provided health care coverage to the same population of Floridians who would be covered by traditional Medicaid expansion.

However, the FHIX program would also include work requirements, certain co-pays, and monthly premiums depending on the recipient's income status, which would require approval of a modified Medicaid waiver by CMS. The Senate plan would draw $2.8 billion in federal funds in FY 2015-16 to the state, and $51 billion over ten years, for its implementation. The House rejected the concept of accepting Medicaid funds throughout the regular legislative session, arguing that Medicaid has resulted in poor health outcomes for recipients and that the federal government could ostensibly withdraw its funding at any time for the program, leaving the state to either cover the remaining costs or cut the services that would be provided.

During the first week of the special legislative session, the Senate passed SB 2A, which would have established a revised plan, nicknamed FHIX 2.0. This revised plan included the core concepts of FHIX, but would have strengthened the plan's work requirements, included a sunset provision, and established a commission to oversee the plan's implementation. However, during the same week, the House rejected FHIX 2.0, ending the debate over health care expansion for the session. Subsequently, the two chambers moved on to develop a budget without Medicaid expansion.

The final FY 2015-2016 state budget provides for a $1 billion LIP, comprised of approximately $395 million in voluntary intergovernmental transfers (IGTs) and $605 million in federal matching funds. To offset the reduction in LIP funding, the budget provides $400 million in general revenue, drawing an additional $620 million in federal matching funds, to provide Medicaid reimbursement rate enhancements to health care providers. Combined, the budget provides for a total of $2.1 billion in supplemental health care funding.

Communications Services Tax

Reforming the Communications Services Tax (CST) continues to be one of the County's top priorities during legislative sessions. The CST is a tax on the retail sales of communications services, which include voice, data, audio, video, and any other information including cable (video) services. The Internet Tax Freedom Act specifies that internet access, email services, and prepaid calling arraignment (cards and cellphones) are not included in the CST; however, they account for approximately 25 percent to 40 percent of all wireless phones.

Revenues from the CST are directed to the Public Education Capital Outlay and Debt Service Trust Funds, the State's General Revenue Fund, and to county and municipal governments through local government revenue sharing programs.

During the final week of the special legislative session, both chambers approved a $400 million tax cut package (HB 33A), signed the following day by the Governor on June 16, 2015. This tax cut package includes a 1.73 percentage-point reduction in the state portion of the Communications Services Tax; however, like earlier CST proposals, the bill specifically adjusts local government revenue sharing distribution formulas in a manner that "holds local governments harmless."

State Aid to Libraries

Ensuring that public libraries have adequate state funding support necessary to provide the highest quality of services has consistently been a top priority for the Board. As such, during the 2015 legislative priorities workshop the Board once again approved the priority of supporting state aid grant funding for public library programs. The approved state budget appropriates $22.3 million in state General Revenue for aid to local government libraries, which represents a $5.1 million reduction from the FY 2014-2015 appropriation. According the Division of Library and Information Services grant estimates, at the $22.3 million appropriation level, Leon County is projected to receive grant aid in the amount of $178,921, a $40,814 reduction from the previous year.

Florida Enterprise Zone Program

The continuation of the Florida Enterprise Zone (EZ) program is one of the County's top priorities. This program provides financial incentives to businesses to encourage private investment and increase employment opportunities for enterprise zone residents. The Tallahassee-Leon County Enterprise Zone has stimulated local revitalization within the enterprise zone area through an infusion of nearly $5 million in state incentive awards, creating an estimated 540 jobs during the past decade. The Florida Enterprise Zone Act is scheduled to sunset on December 15, 2015. Prior to the start of session, the Legislature received unfavorable reports from the Office of Economic and Demographic Research regarding the return on investment of state funds invested in Enterprise Zones. However, these evaluations were based only on the return of state revenues and did not account for the local benefits stemming directly from enterprise zones, such as property valuation increases and community revitalization.

Two bills were filed during the regular session that would have continued the Florida Enterprise Zone program in its current form. SB 392 would have extended the expiration date of the program until 2025 and made changes to the administration and oversight of local enterprise zones. HB 903 would have repealed the scheduled expiration of the Enterprise Zone Program entirely, and would also have deleted the limits of sales tax refunds authorized for building materials used for the rehabilitation of property in enterprise zones. Neither of these bills passed, and accordingly, the Florida Enterprise Zone Program will sunset as scheduled on December 15, 2015. However, HB 33A, which was signed into law by the Governor during the final week of the special session, preserves state enterprise zone incentives for existing businesses located within enterprise zones until December 31, 2018.

State funding for the De Soto Winter Encampment

State funding for the De Soto Winter Encampment was not included in this FY 2015-2016 budget. However, the promotion and expansion of accessibility of the encampment continues to be an objective specified in the Division of Historical Resources Comprehensive Historical Preservation Plan.

Florida Association of Counties' Legislative Efforts

The Board initially identified eight key statewide substantive issues to monitor and pursue for the 2015 legislative session. Staff and the Capitol Alliance Group (CAG) worked closely with FAC throughout the legislative session as issues developed, including Amendment 1 implementation, juvenile secure detention cost share, Medicaid cost share cap, and film incentives.

Juvenile Secure Detention Cost Sharing
Staff supported FAC's efforts on the cost share between the State and counties for juvenile secure detention costs. Several bills were introduced to reform the current cost sharing formula for juvenile secure detention. However, none of those bills were approved by either chamber. During the special session, the House and Senate Appropriations chairs agreed on implementing bill language for the budget that directs the state to withhold revenue sharing distributions from counties that owe a past-due balance to the Department of Juvenile Justice (DJJ) for juvenile secure detention costs arising from partial payments made in FY 2014-15. On June 23, 2015, the Board directed staff to remit past due County balances to DJJ and discontinue making partial payments that had been put in place during litigation challenging administrative rules proposed by DJJ related to the cost sharing system.

During the specials session there was also an attempt to put in place in the implementing bill a permanent cost sharing arrangement at 43% for the state and 57% for counties based on the total costs of secure detention and a requirement that DJJ billings be based on the actual costs of secure detention rather than cost projections. However it was ultimately withdrawn. Since these provisions were not included in the final agreement, counties will remain in a projection-based billing system based on the statutory formula for sharing the costs of juvenile secure detention. Staff anticipates that there will be an effort during the 2016 legislative session to revise and simplify the cost sharing formula between counties and the state.

Amendment 1 Implementation
Staff and CAG also supported FAC in its advocacy for the balanced distribution of Amendment 1 funds for land acquisition and for water quality and quantity projects throughout the state. The Florida Water and Land Conservation Amendment was approved by voters in November 2014 and requires that for the next 20 years, 33 percent of revenues generated by documentary stamps on real estate transactions be deposited in the Land Acquisition Trust Fund.

Throughout the regular legislative session, there were several debates on the impact to programs also funded by "doc stamp" revenues. Additionally, several debates occurred on how much of those funds would be used for land acquisition and how much would be used for water quality and/or water quantity projects. The state budget includes approximately $724 million in expenditures from the Land Acquisition Trust Fund to implement Amendment 1. The budget provides for approximately $82 million in Everglades restoration, $47.5 million in springs restoration, and $17.4 million for the Florida Forever program. Additionally, the spending plan provides $152 million for salaries at agencies which oversee environmental programs and $191 million for debt service related to prior land acquisitions. The state budget allocates $73 million for local water projects.

Other Legislation Identified and Prioritized by the Board:

Fracking
Hydraulic fracturing, also known as fracking, is the process of using high pressured fluid and/or material to create a fracture within a rock formation to stimulate production of an oil or gas well. Currently, well stimulation, and more specifically fracking, is allowed as a "workover" under existing oil and gas permits. Additionally, there are no laws in place requiring the disclosure of the chemical used during the process of well stimulation.

On March 10, 2015 the Board approved a resolution supporting proposed legislation (SB 166 & HB 169) providing a statewide prohibition on fracking, acid fracturing, and well stimulation treatments performed for the purpose of exploration and production of oil or natural gas in the State of Florida (Attachment #3). This resolution cites concerns that the fracking process can directly threaten public safety and the environment. SB 166 and HB 169 were never considered in committee.

However, opponents of the statewide ban offered two bills that would have established regulations for hydraulic fracturing. HB 1205 and SB 1468 would have created a permitting and regulatory framework specifically for this activity. Both chambers' bills would have prohibited the issuance of any hydraulic fracturing permits before the Department of Environmental Protection's (DEP) rulemaking process is complete. Additionally, these bills would have required DEP to conduct a study on the impact hydraulic fracturing may have on public health, safety and the environment. Linked bills would have also created a public records exemption for "proprietary business information" related to high pressure well stimulation operations.

The House approved HB 1205 during the final week of regular session; however, due to the House's early adjournment, the Senate's only option to keep the bill alive would be to accept HB 1205 exactly as passed by the House, without any amendments. The Senate did not consider HB 1205, effectively killing both HB 1205 and SB 1468. This issue was not part of the special session call and therefore was not considered. This issue is likely to be addressed again during the 2016 legislative session.

Concealed Carry on Campus

Two bills were introduced during the regular session which would have allowed persons with a concealed carry permit to carry concealed weapons or firearm into college or university facilities. Under current law, even if a person has a concealed carry license, it is illegal to carry a weapon onto a college or university campus. During its March 10, 2015 meeting, the Board unanimously approved a resolution supporting President Thrasher, President Mangum and President Murdaugh in their unified opposition to allowing concealed weapons on university and college campuses (Attachment #4). The House version, HB 4005, was approved by all three of its assigned committees, but was never heard on the House floor. The Senate version, SB 176, died in committee. Staff anticipates this issue will resurface during the 2016 legislative session.

Plastic Bag Legislation

Currently, local governments are pre-empted from any type of local regulation or ban of plastic retail bags. On March 10, 2015, the Board approved a resolution opposing the statewide preemption on local efforts to regulate plastic bags (Attachment #5). During the regular session, the Senate Environmental Preservation and Conservation Committee approved SB 966, which would have allowed coastal municipalities with a population less than 100,000 to establish a local pilot program to regulate disposable plastic bags. Legislation has been introduced in prior years addressing the local regulation of plastic retail bags; however, no bills have ever advanced to the floor of either chamber.

The resolution was sent to Governor Scott, Senate President Gardiner, House Speaker Crisafulli, and the Leon County Legislative Delegation. However, neither SB 966 nor its House counterpart (HB 661) was approved by their respective chamber.

Bragg Memorial Stadium – Downtown Tallahassee
The House Local Government Affairs Subcommittee considered and approved HB 1163, which would have expanded the boundaries of the downtown Tallahassee area to include Bragg Memorial Stadium at FAMU. The purpose of expanding the boundaries was to allow for nonprofit civic organizations to sell alcohol at the stadium during outdoor events. The Revenue Estimating Conference estimated this bill would have increased FAMU's revenue from $150,000 to $200,000 each year if passed. However, HB 1163 was not considered in any other committees and Senate companion was never introduced.

STATEWIDE COUNTY SUBSTANTIVE ISSUES:
The County's legislative staff has provided summaries of legislative action on the Board's statewide substantive issues and other important issues that arose during the 2015 state legislative cycle as follows:

Health Care Reform
During the special session, the House passed a package of health care reform bills designed to reduce health care costs by eliminating certain regulations and encouraging competition in the health care industry. The House proposed these bills as an alternative to the Senate's proposal to accept federal funds to expand health care for low income and uninsured patients in Florida under the Affordable Care Act. Ultimately, the Senate declined to consider these bills during the special session. Many of these proposals are expected to be introduced in the 2016 legislative session. The House's health care reform package consisted of:

- HB 21A: Would have established four different health insurance plan options for state employees by 2018, but would raise the employee contribution for participants in the higher-value HMO plan and lower the employee contribution toward the lower-value PPO plan.
- HB 23A: Would have allowed ambulatory surgical and other non-hospital facilities to keep patients for up to 72 hours and would have created a new licensure category called a "recovery care center."
- HB 25A: Would have allowed patients to enter into contracts with primary care providers and pay them directly for specified services.
- HB 27A: Would have expanded the drug-prescribing powers of advanced-registered nurse practitioners and physician assistants.
- HB 29A: Would have required a hospital to notify each obstetrical physician with privileges at the hospital at least 120 days before closing the obstetrical department or ceasing to provide obstetrical services.
- HB 31A: Would have eliminated the "certificate of need" process for hospitals, which regulates the establishment of new hospitals and health care services.

In the interim period between the regular and special legislative sessions, Governor Rick Scott issued an executive order to appoint a nine-member panel Commission on Healthcare and Hospital Funding, charged with reviewing the economics of health care finance in Florida. In particular, the commission is charged with examining how public funds and policies contribute to the profits of health care providers, quality of care, and affordability and access of care. The commission made no formal recommendations to the legislature during the special session, but it continues to meet and its findings will likely be a factor in the Governor's legislative platform for the 2016 session.

Water Policy/Springs Protection

Water quality and protection of Florida's springs was once again a highly debated issue this legislative session and continues to be one of Leon County's top priorities. Springs across the state, including Wakulla Springs, have been overcome by algae and weeds caused by high levels of nitrogen pollution seeping into groundwater. Sources of this nitrogen pollution stem from leaking septic tanks, farms, fertilizer, and stormwater runoff. During the 2015 regular legislative session, the House and Senate advanced separate legislation aimed at comprehensive water policy reform. Ultimately, neither chamber's bill passed, though both had advanced to the floor before the early end to the regular session.

The Senate's water policy bill, SB 918, was a wide-ranging initiative that addressed water quality and quantity, springs and aquifer protection, septic tank remediation in springs protection areas, water use and conservation, and a variety of other measures. FAC raised several concerns with the bill, specifically regarding provisions that would have required local governments to prepare septic tank remediation plans under certain circumstances and whether those remediation plans would be enforced by the state in the absence of state funding support. The House bill, HB 7003, was passed during the first week of session. In the second-to-last week of session, however, the provisions of HB 7003 were amended into HB 653, another environmental bill, in order to align the House legislation with SB 918. Although no springs protection or comprehensive water policy legislation was passed this session, the state budget did appropriate approximately $45 million for springs restoration, including $38.6 million from the Land Acquisition Trust Fund and $6.4 million from state General Revenue. The legislature is expected to address comprehensive water policy reform again during the 2016 session.

Economic Development

During the 2015 regular session, the House and Senate advanced separate economic development bills. At the time the House adjourned *sine die* on April 28, the two chambers' respective economic development reform proposals were far from aligned. What was certain at that time, however, was that the Florida Enterprise Zone Program would expire and that many economic development incentive programs and workforce development programs would be substantially adjusted. HB 7067, the House's comprehensive economic development reform package, would have replaced the Florida Enterprise Zone Program with a local-only program with no state financial incentives offered.

In addition to its provisions regarding enterprise zones, HB 7067 included provisions related to transportation concurrency and proportionate share requirements for new small business developments. The bill would have provided a three-year exemption for business developments below 6,000 square feet and with 12 or fewer employees from satisfying transportation concurrency and proportionate share requirements, though local governments could override this exemption by a supermajority vote of the governing body. Late in the regular session, an amendment to the bill was adopted that would only allow a local government to use a supermajority vote to override the exemption if it does not regulate "transportation network companies," such as Uber and Lyft, in any manner.

In addition to these provisions, HB 7067 included a section with significant implications regarding the Florida Development Finance Corporation (FDFC). FDFC brokers bond financing through interlocal agreements with cities, counties, and other local political subdivisions.

In 2010, the Florida Legislature authorized FDFC to issue bond financing for the Property Assessed Clean Energy (PACE) program. Currently, the FDFC does not have the authority to levy a special assessment to back these bonds; FDFC must enter into an interlocal agreement with local governments to implement a PACE program within their jurisdiction.

The bill would have removed the requirement that FDFC must enter into an interlocal agreement in order to finance these projects. The bill would have specifically authorized the FDFC to levy special assessments on property owners throughout the state who voluntarily choose to participate in the PACE program without the support or prior approval of the local governing authority. In effect, HB 7067 would have extended to FDFC all powers to levy non-ad valorem special assessments under s. 163.08, Florida Statutes. These provisions regarding FDFC were not included in any Senate legislation. HB 7067 passed the House, but died in the Senate.

The Senate's economic development legislation, SB 1214, also would have allowed the Florida Enterprise Zone to expire; however, the bill was amended late in the session to extend existing state incentives to qualifying businesses currently in enterprise zones until 2018. Although the bill did not pass, this provision regarding enterprise zone businesses was ultimately included in HB 33A, which was approved by both chambers during the special session. SB 1214 also included provisions for state incentives for the film and entertainment industry, funding for race tracks and sports stadia, and funding for local governments to combat homelessness.

A handful of other economic development bills were introduced during the 2015 regular legislative session, including:

- *HB 7019: Relating to Workforce Services*
  Changed the name of Workforce Florida, Inc. to CareerSource Florida, Inc.; creates a task force in preparation for the state's implementation of the federal Workforce Innovation and Opportunity Act (2014). Passed by both chambers and signed into law.

- *SB 292/HB 797: Relating to Small Business Financial Assistance*
  Would have created the Veterans Employment Small Business Grant Program to encourage small businesses in Florida to hire veterans. Under the program, a small business in Florida that hires a veteran as an employee would have been eligible to receive a one-time grant of $3,000 for each veteran hired, or $5,000 for each disabled veteran hired by the small business, for an annual maximum benefit of $25,000 per business. Advanced through two committees in the Senate, but was not heard in the House.

- *HB 7125: Relating to Postsecondary Access and Affordability*
  Would have created the Florida Apprenticeship Grant (FLAG) Program to expand existing and establish new apprenticeship programs. Also, it would have established the Rapid Response Grant Program to provide a competitive grant process for the expansion or implementation of high-demand postsecondary programs at career or charter technical career centers. Passed by the House, but not heard in the Senate. Expected to be addressed during the 2016 legislative session.

Transportation Network Companies

Several bills were filed during the 2015 regular session with provisions related to the regulation of "transportation network companies" such as Uber and Lyft. Transportation network companies use smartphone technology to connect customers with private drivers for a fee. Bills filed during the 2015 regular session generally sought to establish minimum statewide requirements for insurance coverage for transportation network companies and their drivers. Some bills also included provisions related to vehicle inspections and background checks for drivers, and several bills related to transportation network companies included preemptions of local government regulations.

By the final week of the regular session, Senate Bill 1298 appeared to have the greatest chance of passing both chambers. The bill had been approved by the Senate and was set for consideration on the House floor in the final week of the regular session, but died when the House adjourned *sine die* on April 28. Provisions preempting local regulation of transportation network companies were amended into transportation bills and economic development bills late in the regular session, but ultimately, no legislation passed during either the 2015 regular session or the special session in this area. This issue is expected to be addressed again during the 2016 session.

Private Property Rights

A bill was passed during the 2015 regular legislative session creating a cause of action for landowners to recover damages where local and state governmental entities impose conditions that rise to the level of prohibited, unconstitutional exactions. Under this bill, HB 383, a plaintiff must provide notice to the governmental entity to allow an opportunity to explain or correct the prohibited exaction without need for further litigation. Also, the bill amends the Bert J. Harris, Jr., Private Property Rights Protection Act to provide that only those property owners whose real property is the subject of and directly impacted by the action of a governmental entity may bring suit under the Act. HB 383 provides that the governmental entity has the burden of proving that the exaction has an essential nexus to a legitimate public purpose and is roughly proportionate to the impacts of the proposed use that the governmental entity is seeking to avoid, minimize, or mitigate. In addition, the bill waives sovereign immunity to the extent of damages assessed under the new cause of action. The property owner has the burden of proving damages that result from a prohibited exaction. The bill allows recovery of costs and attorney fees by the prevailing party. HB 383 was amended to clarify that its provisions do not apply to a county's adoption of a FEMA Flood Insurance Rate Map or the imposition of impact fees or non-ad valorem assessments.

Health Insurance Coverage for Emergency Services

Two bills were considered during the 2015 regular session that would have prohibited health care providers, including Leon County EMS, from collecting or attempting to collect any amount beyond the insurance provider's reimbursement. This practice, known as "balance billing," is utilized by health care providers to bill patients for fees or charges not reimbursed by the patient's insurance coverage. For emergency medical transport providers, balance billing is a critical cost recovery strategy; without the ability to collect these charges, EMS providers would have to rely on additional general revenue subsidies to fund operations instead of collecting charges from system users. During committee meetings prior to the start of the regular legislative session, Leon County EMS staff testified before the Senate Health Policy Committee regarding the potential impact of the legislation on county-operated EMS services.

Eventually, the House Insurance & Banking Committee adopted an amendment to the House version of the legislation, HB 681, specifically exempting Emergency Medical Services (EMS) transportation from the proposed ban on balance billing. Neither the House nor the Senate version of this legislation ultimately passed.

Online Voter Registration System

In 2015, a bill was passed and signed into law that directs the Florida Department of State, Division of Elections to create an online voter registration system by October 1, 2017. The system will compare an applicant's driver's license number or Florida ID number with Department of Highway Safety and Motor Vehicles records to confirm the name and birth date of the applicant.

Local Government Construction Preferences

A bill was passed during the 2015 regular legislative session that would preempt local governments' ability to provide local preference for construction projects that receive 50% or more of state-appropriated funds. SB 778, which has been signed into law, was opposed by the Florida Association of Counties and the Florida League of Cities as a home rule preemption. Leon County policy provides for bidding preference to local vendors if a qualifying local vendor's bid is no more than 110% of the lowest non-local bid. The County's local preference policy, however, only applies to construction projects costing less than $250,000.

Relocation of Utilities

HB 391 would have shifted the costs of relocating utilities within a public right-of-way under certain circumstances from utility companies to local governments. Under current Florida law, utility providers are required to pay the costs for relocating utility lines or facilities within a public right-of-way or within a public utility easement. This common law provision was upheld by a 2014 decision of Florida's Second District Court of Appeal. The Senate companion bill, SB 896, was scheduled to be heard twice in the Senate Appropriations Committee during the final week of the regular legislative session. However, due to time constraints during both meetings, the bill was never considered. HB 391 died when the House adjourned *sine die* on April 28. Leon County's legislative team worked closely with FAC to oppose this legislation, which was described in the Senate bill analysis as having the potential to impose "severe negative fiscal impact" on state and local governments. As an unfunded mandate, the bill would have required a 2/3 majority in both the House and Senate for approval. This issue is likely to be addressed again during the 2016 legislative session.

Public Records

Several bills were introduced during the 2015 regular legislative session creating new public records exemptions. Many of these bills passed and have been signed into law, but several were rejected. A summary of public records exemption bills that passed which may be pertinent to local governments is as follows.

- HB 7: makes any court record relating to the settlement of a ward's or minor's claim, including a petition for approval of a settlement on behalf of a ward or minor, a report of a guardian ad litem relating to a pending settlement, or an order approving a settlement on behalf of a ward or minor, confidential and exempt from the provisions of s. 119.07(1), F.S., and s. 24(a), Art. I of the State Constitution.

- HB 185: creates a public records exemption for the identification and location information of current or former active duty service members of the United States (U.S.) Armed Forces, their reserve components, or the National Guard who served after September 11, 2001, and their spouses and dependents.
- SB 200: creates a public records exemption for e-mail addresses of taxpayers held by tax collectors for the purposes of e-mailing tax notices or obtaining permission from the taxpayer to do so. Provides for a repeal of the exemption on October 2, 2020 unless reviewed and reenacted by the legislature.
- SB 248: creates a new, retroactive public record exemption that makes a body camera recording, or a portion thereof, made by a law enforcement agency confidential and exempt from public record disclosure, if the recording is taken:
    - Within the interior of a private residence;
    - Within the interior of a facility that offers health care, mental health care, or social services; or
    - In a place that a reasonable person would expect to be private.

  The bill provides for the repeal of the public record exemption on October 2, 2020, unless it is reviewed and reenacted by the Legislature. Importantly, this bill may impose a significant fiscal impact on local governments, as law enforcement agencies will be required to take administrative and procedural steps to screen body camera recording data for confidential and exempt material before disclosing it to the public.
- HB 467: makes certain criminal intelligence and criminal investigative information related to victims of human trafficking confidential and exempt from public records requirements.
- HB 469: creates public records exemptions for information about the location of safe houses, safe foster homes, other residential facilities serving child victims of sexual exploitation, and residential facilities serving adult victims of human trafficking involving commercial sexual activity.
- SB 716: makes medical records that are transferred by a records owner in connection with official business by any accredited state college of veterinary medicine confidential and exempt from disclosure. However, confidential and exempt animal medical records may be disclosed to another governmental entity in the performance of its duties and responsibilities and as provided by current law governing veterinary medical records.
- HB 7011: reenacts and removes the repeal date of a public records exemption for personal identifying information held by a public transit provider for the purpose of facilitating the prepayment of transit fares or the acquisition of a prepaid transit fare card.
- SB 7016: continues an existing public record exemption for information that might be used to identify a minor petitioning for a judicial waiver of parental notice under the Parental Notice of Abortion Act.
- SB 7034: removes the scheduled repeal of the “voter stalking exemption” that the Legislature adopted in 2010, exempting from public records disclosure the names, addresses, and telephone numbers of voters and voter registrants who participate in the Attorney General’s Address Confidentiality Program for Victims of Domestic Violence.

Exemption from Legislative Lobbying Requirements
During the 2015 regular legislative session, a bill was passed and signed into law clarifying that a legislator using a public facility for a public purpose, such as a town hall meeting, is not in violation of the state's gift ban. Previously, legislators were required to seek permission from their chamber's leadership before accepting the use of a public building.

Juvenile Civil Citations
SB 378 was passed during the 2015 regular session, allowing law enforcement officers to issue civil citations to juveniles for a second or subsequent misdemeanor offense as an alternative to custody. This expansion of the ability to utilize civil citations is expected to provide for a more rehabilitative approach to juvenile crime and should reduce the use of juvenile secure detention. This bill was supported by the Florida Association of Counties as an effective way to reduce counties' juvenile secure detention costs.

Fire Services Surtax
House Bill 209, passed during the 2015 regular session, significantly revised the provisions of the Emergency Fire Rescue Services and Facilities Surtax. At the March 10, 2015 Board of County Commissioners Meeting, the Board discussed the existing funding model for fire services in Leon County and directed staff to include a budget discussion item at the April 28, 2015 Budget Policy Workshop on the Emergency Fire Rescue Services and Facilities Surtax. At the April 28 workshop, the Board opted to implement a 15% reduction in the proposed fire rescue charges under the existing funding model for two years and instructed staff to bring back additional information for future discussion regarding the Emergency Fire Rescue Services and Facilities Surtax.

HB 209 makes significant changes to the statutory requirements related to this surtax. The bill removes the existing requirement for a county to enter into an interlocal agreement as a prerequisite for holding a referendum on the surtax. If the surtax is approved by referendum, the bill establishes a distribution formula for the proceeds of the surtax. With the passage of HB 209, revenues generated by the surtax must be distributed to all local government entities in the county providing emergency fire rescue services based on average annual spending of ad valorem and non-ad valorem assessment revenue on fire rescue services in the five fiscal years preceding the year that the surtax takes effect. HB 209 passed the Legislature and was subsequently signed by the Governor.

Transportation
Several transportation-related bills were considered during the 2015 regular legislative session; however, none were approved prior to the early end of the regular legislative session. Issues commonly addressed in the two chambers' transportation bills included an extension of allowable tractor trailer length, evaluation of the economic benefits of the state's investment in the Florida Department of Transportation Work Program, and a study of alternative methods of financing transportation projects. Several of these issues are expected to be addressed during the 2016 legislative session.

SB 2514A, a conforming bill attached to the final state budget, did include $25 million in funding for the Shared-Use Nonmotorized Trail (SunTrail) Network, which is a component of the Florida Greenways and Trails System. The statewide SunTrail network consists of multiuse trails or shared-use paths separated from motor vehicle traffic and constructed with asphalt, concrete or other hard surface, which provides nonmotorized transportation opportunities for bicyclists and pedestrians statewide. The bill requires the Florida Department of Transportation (FDOT) to annually allocate $25 million for the SunTrail network in the FDOT work program.

The bill includes provisions for planning new segments of the SunTrail network, which would include many points of origin and destinations including, but not limited to, communities, conservation areas, state parks, beaches, and other natural or cultural attractions. The Tallahassee-St. Marks Trail is identified by the Florida Greenways and Trails Foundation as a component of the Nature Coast Regional Connector, an existing priority regional connector segment.

Growth Management Reform

Several proposals regarding growth management reform were introduced during the 2015 regular session. Of these proposals, only SB 1216 passed, and has since been signed into law. SB 1216 eliminates the Withlacoochee Regional Planning Council (RPC), reducing the number of RPCs statewide from 11 to 10; effectively eliminates the Development of Regional Impact (DRI) review process; and revises the sector planning process.

In addition, the bill authorizes local governments to enter into financing agreements with property owners to finance improvements to property damaged by sinkhole activity. However, the financing agreements allowed under the bill are authorized by s. 163.08, Florida Statutes, which is currently the subject of litigation before the Florida Supreme Court regarding whether such a financing agreement impairs contractual obligations between a lender and a mortgage holder. Liens placed on participating properties take first-priority status, senior to existing mortgage debt. Accordingly, if the homeowner defaults on the mortgage or goes into foreclosure, the delinquent payments to the local government would be recovered before the mortgage.

Residential Master Building Permits

During the 2015 regular legislative session, HB 1151 was passed, requiring local governments to create a residential master building permit program upon written request from a licensed general, building, or residential contractor. In order to obtain a master building permit, a builder is required to submit certain documents, including a general construction plan, to the local building department for review and approval. The local building department must review the general construction plan to determine compliance with the building code and approve or deny the master building permit application within 120 days after receiving a complete application. To build one of the buildings approved under the master building permit, the builder must still apply for a site-specific building permit. The bill permits local government to adopt procedures to provide master building permit program guidelines and requirements. HB 1151 was signed into law by the Governor.

Public Works Projects
Two bills were considered this session that would have prohibited a local government's ability to require a contactor to enter into a project labor agreement as a condition of bidding, negotiations, or being awarded a bid or contract, except when required by federal or state law. HB 527 and SB 934 would have preempted a local government from prohibiting a contractor, subcontractor or materials supplier who is qualified, licensed, or certified from submitting bids or being awarded a contract. If approved this bill would have removed the County's ability to match the qualifications of a contractor to complexities of the work being contracted. In addition, the bill contained language prohibiting local governments from requiring that a contractor "recruit, train, or hire employees from a designated or single source." This language may have directly impacted the Minority, Women & Small Business Enterprise (MWSBE) certified vendors in the areas of construction and construction-related activities. Both HB 527 and SB 934 died in committee.

Concealed Carry During Emergency Evacuations
During the regular session, both chambers passed SB 290, subsequently signed into law by the Governor, which allows persons to possess a firearm, regardless if the person has a concealed carry license or not, while in the act of complying with a mandatory evacuation order. Current law only provides the right to carry a concealed weapon or firearm to those persons who possess a concealed weapon license. This exemption only applies to those evacuating due to a mandatory evacuation and only applies for 48-hours, unless extended by the Governor.

Membership Associations
Two bills were considered during the 2015 regular legislative session that would have prohibited any membership association whose membership dues are paid with public funds from using those funds to litigate against the state. These bills, HB 549 and SB 1114, would have likely prohibited the Florida Association of Counties (FAC), as well many other organizations, from litigating against the state to protect the common interests of its members. While this issue may arise during the 2016 legislative session, FAC will defend the essential right of associations to seek redress against the state on behalf of their members.

Telehealth
Leon County has consistently supported efforts to increase the availability of telehealth services, recognizing that this technology can lead to an increase in the quality of care for patients, especially those in rural areas of the state. Telehealth refers to the process of healthcare providers remotely providing certain healthcare services, including patient assessment, diagnosis, treatment, and monitoring. During the regular session, SB 478 and HB 545 were considered which would have created various telehealth regulations, such as who has the ability to provide telehealth and prescription regulations over this medium. Neither of these bills addressed the issue of insurance coverage for telehealth services, and neither made it through the committee process.

Tallahassee Memorial HealthCare (TMH) is a leader in providing telehealth services to patients. Currently, TMH provides telepsychiatry services to rural clinics and monitors several recently discharged patients via telehealth. During session TMH requested $1 million for a telehealth pilot project. The initial House budget included $250,000 for the pilot project; however, the Senate's original proposal did not. The final budget negotiated in budget conference during special session did not include any funds for TMH's telehealth pilot program.

Hazardous Walking Conditions

Both chambers unanimously passed a bill, HB 41, during the regular session that requires local governments to correct "hazardous walking conditions" identified by school districts. This bill, known as "Gabby's Law for Student Safety," requires school districts and local governments to jointly identify hazardous walking conditions along roads or sidewalks used by students to walk to or from school. If a particular walking condition is identified by a school district as hazardous, the bill requires the local government with jurisdiction over the road or walkway to include the identified improvements in its next annual five-year transportation work program, or alternatively, justify its decision not to do so by providing a statement to the local school district and the Florida Department of Education. Leon County and the School Board have historically worked closely to identify roadway conditions impacting students through the Capital Region Transportation Planning Agency's Safe Route to School Plan. The bill was signed by the Governor.

Freight Logistics Zones

Both chambers also unanimously passed HB 257 during the 2015 session, a bill that creates "freight logistics zones," areas designated by one or more contiguous counties that can receive priority for certain infrastructure funding. Under this bill, one or more contiguous counties will be eligible to designate an area with activities and infrastructure dealing with freight transportation and related services as "freight logistics zones." Projects within a designated freight logistics zone that are consistent with Florida Department of Transportation's (FDOT) Freight Logistics and Trade Plan may be eligible for priority in state funding and certain incentive programs, including tax credits, tax refunds, tax exemptions, infrastructure funding, and cash grants. HB 257 was signed by the Governor.

Other Substantive Issues of Interest:

- *HB 225: All-American Flag Act*
  Requires that all U.S. flags and/or State flags that are purchased by the state, county, or municipality for public use to be made in the United States. Bill passed and has been signed into law.
- *HB 7035: Presidential Preference Primary*
  Moves the presidential preference primary date to the third Tuesday in March in each presidential election year. The 2016 presidential primary will be held on March 15, 2016. Under Republican National Committee rules, states which hold their primary after March 14 will be allowed to award their delegates in a winner-take-all system, ostensibly increasing the incentive for candidates to compete intensely to win these later contests. Bill has been passed and has been signed into law.
- *HB 915/SB 1232: Relating to Building Codes*
  Makes several adjustments to training and experience required for building code inspectors, plans examiners, and building code administrators and other provisions of state law related to building codes. Bills advanced to the floor in both chambers, but did not pass; likely to be addressed in the 2016 session.
- *HB 569/SB 594: Agritourism*
  Would have prohibited local governments from enforcing an ordinance, regulation, rule, or policy that prohibits, restricts, regulates, or otherwise limits an agritourism activity on land classified as agricultural land. Bills advanced to the floor in both chambers, but did not pass; likely to be addressed in the 2016 session.

- *HB 695/SB 972: Value Adjustment Boards*
  Among other provisions, the House bill would have changed the composition of value adjustment boards from county commissioners, school board members, and citizen members to all citizen residents of the county appointed by their legislative delegation. HB 695 died on the House floor.

STATEWIDE COUNTY BUDGET ISSUES:

In addition to the statewide substantive issues addressed by the Legislature, the Board expressed concern about statewide issues that would affect the County's budget, including unfunded mandates and budget issues relating to constitutional offices. These and other budget issues addressed by the Legislature in 2015 are detailed in the following section:

Tax Cut Package and Economic Development Incentives

At the beginning of the regular session, Governor Rick Scott proposed using much of the anticipated $1 billion budget surplus to cut $673 million in taxes. In this proposal, the majority of the tax cut would come from a reduction in the Communications Services Tax (CST). The Governor's proposal also included several sales tax holidays and sales tax exemptions. The House's original tax cut package (HB 7141) passed during the regular session, in early April, would have reduced taxes by $670 million. Most notably, the original tax cut package would have reduced the CST rate from 6.65 percent to 3.05 percent. As mentioned previously in this item, the Senate did not consider HB 7141 due to the uncertainty regarding LIP funding and unresolved issues surrounding health care expansion.

Once the health care expansion issue was resolved during the first week of the special session, negotiations began regarding other fiscal policy, including the tax cut package. During the final week of the special session, both chambers passed HB 33A, a $400 million tax cut package, which was signed by the Governor the following day. Specifically, HB 33A includes reductions to the CST rate from 6.65 percent to 4.92 percent; creates a 10-day back to school sales tax holiday; and sales tax exemptions for college text books, gun club memberships, and various agriculture equipment. Although in the original House tax cut package, HB 33A does not include a reduction in the sales tax rate applied to commercial leases, a small business sales tax holiday, or an increase to the existing widow/disabled persons property tax exemption.

Table #2 shows the impact to county governments statewide from HB 33A.

Table #2: Final Tax Cut Package; Fiscal Impact to Counties

HB 33A - Items affecting County Revenues Impacts are for SFY 2015-16	County Government Statewide Impact	
	Non-Recurring (1 Year)	Recurring (Ongoing)
Sales Tax		
10- Day Back to School Sales Tax Holiday	($7,440,000)	
One year College Textbook	($4,880,000)	
Gun Club Membership		($120,000)
Motor Vehicles/ Military Deployed Overseas		($60,000)
School Concessions		($120,000)
Agriculture Related Exemptions		($1,440,000)
Exemption on Boat Repairs capped at $60,000		($360,000)
Multiple Tax Sources		
Enterprise Zone Extension	($120,000)	
Totals	**($12,360,000)**	**($2,100,000)**

Source: Florida Association of Counties

Florida Retirement System Employer Contribution Rates

On the final day of the special session, both the House and Senate passed SB 2512A, setting the employer contributions rates for the Florida Retirement System (FRS). FRS employers are responsible for contributing a set percentage of the member's monthly compensation to the Division of Retirement. The employer contribution rate is a blended contribution rate set by statute, which is the same percentage regardless of whether the member participates in the pension plan or the investment plan. The rate is determined annually based on an actuarial study by the Department of Management Services that calculates the necessary level of funding to support all of the benefit obligations under both FRS retirement plans.

The following table compares the current and the newly adopted contribution rates.

Membership Class	**Effective July 1, 2014**		**SB 2512A effective July 1, 2015**	
	Normal Cost	**UAL Rate**	**Normal Cost**	**UAL Rate**
Regular Class	3.53%	2.54%	2.91%	2.64%
Special Risk Class	11.01%	7.51%	11.35%	8.99%
Special Risk Administrative Support	4.18%	36.59%	3.71%	27.54%
Elected Officer's Class				
• Legislators, Governor, Lt. Governor, Cabinet Officers, State Attorneys, Public Defenders	6.30%	38.66%	6.48%	37.62%
• Justices and Judges	10.10%	21.77%	11.39%	22.62%
• County Officers	8.36%	33.58%	8.48%	32.09%
Senior Management Service Class	4.80%	15.04%	4.32%	15.41%
Deferred Retirement Option	4.30%	6.72%	4.10%	7.12%

Affordable Housing

This session $175 million was allocated in the state budget from the Sadowski Affordable Housing Trust Fund toward affordable housing programs, a significant boost from previous years. This represents approximately 68% of the total $256 million available from the fund. Of the $175 million budgeted for affordable housing, approximately $70 million is allocated for the State Apartment Incentive Loan (SAIL) program to rehabilitate existing apartments in need of repair, or to build new units for the elderly and persons with disabilities, and $101 million is allocated for the State Housing Initiatives Partnership (SHIP) program. These funds may be used to assist first-time homeowners with down-payment and closing cost assistance and to rehabilitate and retrofit housing. Another $3.8 million was allocated for a competitive challenge grant program to fund housing projects for homeless persons.

Homelessness
The state budget included $3.8 million for homelessness challenge grants. These grants will be administered by local continuum of care lead agencies to address homelessness in local communities. In addition, the budget also includes $8.3 million for other homelessness and housing projects.

Article V
Section 29.008, F.S., requires counties to increase Article V court-related expenditures by 1.5% each year over the previous year's expenditures. Counties have been exempted from this mandatory increase every year since 2010; however, the budget did not include a continuation of the exemption for the 2015-2016 budget year. For FY 2013-2014, the most recent year for which data is available, county Article V expenditures were approximately $524 million, a 6.04% increase over FY 2012-2013 spending. Staff anticipates that the Article V mandate will be addressed during the 2016 legislative session.

Other Budget Issues of Interest:

- *HB 213: Property Appraisers' Budget*
  HB 213 was signed by the Governor on June 2, 2015 and requires a Board of County Commissioners to fund the Property Appraiser's budget as determined by the Department of Revenue, and obligates county commission to fund DOR's final property appraiser budget during any appeal to the Administration Commission.
- *HB 361: Military Housing Ad Valorem Tax Exemption*
  Clarifies in that leaseholds and improvements constructed to provide housing according to the federal Military Housing Privatization Initiative are exempt from property taxes. Bill passed and has been signed into law.

2016 FLORIDA LEGISLATIVE SESSION
In 2014, the Florida legislature passed a bill that modifies the starting date of the 2016 legislative session. The 2016 legislative session will begin on January 12, 2016.

In preparation for the 2016 legislative session, the schedule for interim committee meetings of the Florida legislature is as follows:

- Wednesday, September 16 through Friday, September 18
- Monday, October 5 through Friday, October 9
- Monday, October 19 through Friday, October 23
- Monday, November 2 through Friday, November 6
- Monday, November 16 through Friday, November 20
- Monday, November 30 through Friday, December 4

To ensure the Board has an appropriate amount of time to consider its legislative priorities, staff recommends scheduling the Board workshop on the 2016 State and Federal Legislative Priorities for Tuesday, September 15, 2015 from 1:30 – 3:00 p.m.

2015 CONGRESSIONAL UPDATE:

At the 2015 State and Federal Legislative Priorities Workshop held on October 28, 2014, the Board approved appropriation requests identified by staff for the first session of the 114th Congress. The Board's practice has been to focus the County's federal legislative program on appropriations issues but has added specific substantive issues from time to time. As noted over the past year, recent trends in the federal budget process have shifted federal funding away from Congressional earmarks to federal grant programs through the executive branch. Most substantive issues that the County has at the federal level are coordinated through the County's National Association of Counties (NACo) representation. In order to assist with the federal appropriations process, the Board contracts with Squire Patton Boggs as the County's federal lobbyist.

The May-June 2015 federal update from Squire Patton Boggs is attached, as well as a memo summarizing the first five months of the 114th Congress with respect to Leon County's legislative interests (Attachment #6). These include a summary of FY 2015 Appropriations as well as issues related to Leon County's legislative priorities:

- MAP-21 & Surface Transportation Funding
- PILT Funding
- Waters of the U.S. Update
- Internet Sales Tax Legislation

Staff coordinates regularly with Squire Patton Boggs by phone and e-mail to strategize on key federal budget issues and to identify new federal grant funding opportunities for County project requests. In addition, the Squire Patton Boggs team provided critical assistance and feedback on the recent TIGER 2015 application for the Southside Connectivity Completion Project.

Commissioners and staff attended the 2015 NACo Legislative Conference in February to take part in NACo's legislative policy process and attend educational sessions. The NACo Legislative Conference provides county officials and staff from around the country with the unique opportunity to discuss nationwide issues impacting counties. While visiting the nation's capital city, Commissioners, staff, and the County's federal contract lobbying team from Squire Patton Boggs met with Congresswoman Gwen Graham's office and communicated issues of County importance to the Congresswoman including the U.S. Environmental Protection Agency's proposed rule regarding the definition of "Waters of the U.S.," priorities for the U.S. Department of Transportation concerning Capital Circle Southwest and Woodville Highway; and highlighted the Woodville Sewer Project as an ongoing priority.

Veteran Affairs National Cemetery in Leon County

One of the top federal priorities of the Board has been to support the construction of the Veterans Affairs' National Cemetery in Leon County. In FY 2011, Congress approved the Department of Veteran Affairs (VA) budget that included five new national cemeteries, specifically one in Leon County, Florida. This new cemetery will provide a burial option to an additional 500,000 Veterans and their families in the North Florida, Southwestern Georgia, and Southeastern Alabama region. On August 14, 2012, the VA purchased a 250-acre parcel is in Leon County with frontage along U.S. Highway 27 (Apalachee Parkway) for $6.8 million.

The President's Budget request for FY 2014 included $40 million for the cemetery, and Congress passed the requested amount in the FY 2014 Omnibus Appropriations Act. Construction of the new national cemetery began in late 2014 and Phase I is anticipated to be completed in 2016. On May 22, 2015, Commissioners and staff attended the Veterans Administration National Cemetery groundbreaking ceremony.

VA Outpatient Clinic
Construction has begun on the new Tallahassee Outpatient Clinic for the VA. This $55 million clinic, which is expected to be completed in the summer of 2016, will provide veterans with a broad range of general and specialized medical, dental, nursing, surgical services. Squire Patton Boggs reports that the VA has already accounted for the funding of the new Outpatient Clinic for the next 20 years.

STATUS OF STATE AND FEDERAL LOBBYING CONTRACTS:
At the October 28, 2014 Workshop on the Board's state and federal legislative priorities, the Board authorized the County Administrator to extend the Squire Patton Boggs' federal lobbying contract for one additional one-year period until December 31, 2016 and the Capitol Alliance Group's state lobbying contract for one additional one-year period until September 30, 2016. These Workshop actions were ratified by the Board at the December 9, 2014 Board of County Commissioners meeting. The fiscal impact associated with the contract extensions is included as part of the FY 2016 budget. Staff anticipates that a Request for Proposal for lobbying services will be presented for the Board's consideration following the 2016 legislative session.

Options:
1. Accept the 2015 Florida Legislative Session Final Report.
2. Schedule the Board Workshop on the 2015 State and Federal Legislative Priorities for Tuesday, September 15, 2015 from 1:30 – 3:00 p.m.
3. Do not accept the 2015 Legislative Session Final Report.
4. Schedule the Board Workshop on the 2015 State and Federal Legislative Priorities for an alternate date.
5. Board direction.

Recommendation:
Options #1 and #2.

Attachments:
1. Workshop on the 2015 State and Federal Legislative Priorities
2. Capitol Alliance Group 2015 Session Final Report
3. Board of County Commissioners Resolution Regarding Fracking Legislation
4. Board of County Commissioners Resolution Supporting University and College Presidents' Position Regarding Legislation Allowing Concealed Weapons Carrying on Campus
5. Board of County Commissioners Resolution Regarding Regulation of Plastic Retail Bags
6. Squire Patton Boggs May-June 2015 Federal Update
7. Squire Patton Boggs Memo – First 5 Months of the 114th Congress

WORKSHOP

Workshop on the 2015 State and Federal Legislative Priorities

Tuesday, October 28, 2014
1:30 – 3:00 p.m.

Leon County Board of County Commissioners' Chambers
Leon County Courthouse, 5th Floor

This document distributed October 21, 2014

Leon County
Board of County Commissioners

Notes for Workshop

Leon County
Board of County Commissioners

Workshop Cover Sheet

October 28, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop on the 2015 State and Federal Legislative Priorities

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director of Economic Development and Business Partnerships
Lead Staff/ Project Team:	Cristina Paredes, Intergovernmental Affairs and Special Projects Coordinator Shington Lamy, Assistant to the County Administrator Ryan Aamodt, Management Intern

Fiscal Impact:
This item does not have a fiscal impact. However, it recommends projects for appropriation requests at the state and federal levels and the substantive efforts of the legislative program often seek to avoid cost shifts and unfunded mandates to the County.

Staff Recommendations:

Option #1: Approve the 2015 state and federal legislative priorities, as amended by the Board.

Option #2: Designate a Commissioner to host the Community Legislative Dialogue meetings for the 2015 session.

Option #3: Authorize the County Administrator to extend the Squire Patton Boggs' federal lobbying contract for one additional one-year period until December 31, 2016.

Option #4: Authorize the County Administrator to extend the Capitol Alliance Group's state lobbying contract for one additional one-year period until September 30, 2016.

Report and Discussion

Background:

Historically, the Board has conducted a workshop with staff on legislative priorities to guide the County's lobbying efforts. In recent years, staff has utilized this forum to receive Board direction on and approval of priority legislative issues to guide the County's lobbying efforts at both the state and federal level.

In recent years, the Board directed staff to refine the County's substantive priorities only to the most pressing issues and to support the Florida Association of Counties (FAC) and National Association of Counties (NACo) in achieving their broader substantive initiatives. Consistent with years past, staff is seeking Board assent to the state and federal substantive and appropriations issues presented herein to be included in the County's 2015 state and federal legislative priorities. Staff has identified four appropriation requests for the 2015 state and federal legislative cycles (Attachment #1). Additionally, staff has provided eight substantive priorities for the 2015 state legislative session (Attachment #2) and five federal substantive priorities for the first session of the 114th Congress (Attachment #3). The Board may wish to add and/or delete legislative priorities as deemed appropriate for the County's 2015 legislative program.

This workshop seeks Board consideration of the state and federal legislative priorities to guide the County's lobbying efforts for the 2015 state legislative session and the first session of the 114th Congress. Upon Board approval, staff and the contract lobbying teams will pursue all of the legislative issues approved by the Board, and in so doing, place appropriate priority on the issues given the opportunities that arise during the legislative process.

Analysis:

Rather than ask the Board to rank projects in priority order, staff is seeking Board assent to the state and federal substantive and appropriations issues presented herein to be included in the County's 2015 State and Federal Legislative Priorities. Upon Board approval, staff and the contract lobbying teams will pursue all of the legislative issues approved by the Board, and in so doing, place appropriate priority on the issues given the opportunities that arise during the legislative process. Notwithstanding this, staff will assign priority to any issue that the Board directs to receive a special level of attention in 2015. Staff would also welcome the addition or deletion of issues that the Board deems appropriate for the County's 2015 legislative efforts.

It is important to note that in addition to the specific Leon County issues identified herein by staff, much of the County's legislative efforts each session are focused on statewide issues in conjunction with FAC. FAC will finalize their 2015 federal and state legislative program during their legislative conference from November 19-21, 2014. The state issues identified by the FAC membership are often times the most critical issues facing the counties during the state legislative session.

For the past four years, the County has hosted 'Community Legislative Dialogue' meetings before and throughout session to engage our community and regional partners in identifying shared legislative priorities and interests. These meetings are well attended with representatives from higher education, the Leon County Delegation, the Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce, the City of Tallahassee, Leon County School Board, Constitutional Officers, Tallahassee Memorial Hospital, and several other community partners. The participants agree that it has been helpful to hear priorities of others in the community as well as identify shared issues.

The Board also hosts annual the Leon County Legislative Delegation meeting prior to session in order to communicate its legislative priorities. A meeting date has not yet been set, however it is anticipated that this meeting will be held in January or early February. Staff will notify the Board of the date once it has been confirmed.

It is important for the Board to be active participants in the legislative process by testifying on behalf of the County and working with the legislative delegation. Staff will continue to keep the Board involved in legislative issues through agenda items, resolutions, memorandum, "Call to Action" emails, as well as through the weekly *Capital Update* memoranda during session.

PROPOSED LEON COUNTY 2015 STATE & FEDERAL LEGISLATIVE SESSION:
Appropriation Requests

(Please Note: For complete information on each, see Attachment #1)

The Board's practice of retaining professional contractual lobbying services, at both the state and federal levels, has been based primarily on increasing the County's chances of obtaining legislative appropriations. Staff works throughout the year to identify County projects for which to submit state and federal appropriations requests. The Legislature no longer uses Community Budget Issue Reports (CBIRs) as a means of allocating funds to communities; instead, a greater emphasis has been placed on grant programs through the executive branch and coordinating with state agencies to help fund infrastructure projects. However, it is important to note that the Legislature has issued funding applications for specific types of projects in the last two sessions, such as water quality projects. It is anticipated that water quality project funding applications will be available this session since one of Speaker Designee Steve Crisafulli's top priorities is anticipated to be water quality issues.

If reelected, Governor Scott has announced he plans to advance the first phase of a two year plan to cut $1 billion in taxes during the 2015 and 2016 sessions. This plan includes preventing property tax increases if the value of homes remains the same or decrease, proposing $200 million in sales tax holidays, reducing the Communications Service Tax (CST), permanently eliminating the Florida's manufacturing sales tax, the business income tax, and the tax on small business rent. An estimated budget surplus of $336.2 million is projected, however it is anticipated most of this additional revenue will be negated by the Governor's proposed tax-cutting plan and funding needs for programs such as Medicaid and public education.

In previous years, the County has had tremendous success in obtaining grants for its parks and library programs through the legislative appropriations process. Similarly, two of the County's water quality appropriation requests were selected during the 2014 session to receive funding. The County received a total of $425,000 for two projects: "Septic to Sewer" in the Lake Munson Target Area and "Robison Road Flood Relief."

The 2015 appropriation requests identified herein include costly capital projects ranging from transportation projects and infrastructure improvements. In order to maximize the chances for state and federal funds, the County will seek to partner with the City on several projects important to the community including improvements to Capital Circle Southwest. Aside from long-standing appropriation requests such as Capital Circle Southwest, Woodville Highway, and the Woodville Sewer, these requests do not take in consideration the penny sales tax projects; however, it is anticipated that the request will in the future, if the voters approve the penny sales tax in November. In addition, staff will work with the Florida Department of Transportation (FDOT) to include funding in their five-year work plan for those penny sales tax projects that affect FDOT roadways. Previously, funding for the De Soto Winter Encampment has been a recurring appropriation request; however, this project has been moved to the substantive issues due to the fact that the County is supporting the Florida Department of State Division of Historical Resources' funding request.

The following are the proposed Leon County 2015 State and Federal appropriation requests (for complete information on each, see Attachment #1):

<u>Capital Circle Southwest</u> $119.1 million
Segment 1(Orange Avenue to Springhill Road) $65.4 million
Segment 2 (Springhill Road to Crawfordville Road) $53.7 million

<u>Woodville Highway</u> $26.6 million
Right of Way Acquisition and Construction from Capital Circle to Paul Russell Road

<u>Woodville Sewer</u> $3 million
Design of Woodville Sewer System

<u>Innovation Park Grant</u> $500,000
Support the Leon County Development Authority in their efforts to secure federal grant funding for further development of Innovation Park

<u>Please Note: For complete information on each issue, please see Attachment #1</u>

PROPOSED LEON COUNTY 2015 STATE LEGISLATIVE SESSION
Policy Requests
(Please Note: For complete information on each, see Attachment #2)

The 2015 legislative session will begin on March 3, 2015 and is scheduled to conclude on May 1, 2015. Like most legislation, much of the County's legislative efforts are incremental and focus on issues that are built upon throughout several sessions. However, each year staff evaluates the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues. Significant substantive issues that have been identified for County participation range from maintaining the County's home rule authority to the protection of state workforce. The state's current fiscal challenges and efforts to further reduce state government are likely to dominate the Legislature's time this year. It will be important for the lobbying team to monitor the budgetary and programmatic decisions made by the Legislature to determine their impact, if any, on local governments in the form of cost shifts or unfunded mandates.

Throughout this past session, the Capitol Alliance Group worked to advance the Board's legislative priorities. For example, Capitol Alliance Group, along with our community partners, lobbied successfully to defeat a provision that would have preempted Leon County's ability to help the disabled community through the fueling assistance ordinances. Other successes during the 2014 session included lobbying to receive funding for two of Leon County's water quality projects and working diligently to promote the protection of the state workforce, which included protection of fair wages and opposition to Florida Retirement System reform.

In addition to the substantive issues identified by the County, staff works daily with FAC and the Florida Association for Intergovernmental Relations (FAIR) to identify developing issues that affect counties during the session's quick pace. In many cases, the County joins FAC and FAIR members to advocate for or against initiatives that would substantially impact counties (*Please note*: FAIR members are representatives of local governments from across the state.) Please find below a refined listing of the proposed Leon County 2015 state legislative policy requests. Each request provides a brief overview of the issue and indicates the specific recommended legislative action. In addition, Attachment #2 provides more detailed information.

Protection of State Workforce

Issue: State workers comprise a substantial percentage of Leon County's population contributing to our community, economy and diversity. Protecting the jobs of these workers from privatization and advocating for fair wages has always been a top priority of the Board during the legislative cycle.

The FY14/15 state budget did not increase state employee health insurance premiums, which remain at $50 per month for individual coverage and $180 per month for family coverage for most employees. However, there have been attempts in the past few sessions to cap the state's total spending on employee health insurance and increase health insurance premiums of state employees.

An unsuccessful bill that was considered last session also included a new health insurance system with four different benefit levels from which state employees could choose from, however it was unsuccessful. It is expected that similar legislation affecting state employee health insurance will be pursued during the 2015 session.

During the last two sessions, one of House Speaker Weatherford's top priorities was pursing legislation to reform Florida Retirement System (FRS). Due to the change in leadership this upcoming session, it is not anticipated that FRS reform legislation will be a top priority; however, staff will continue to closely monitor any movement related to the issue. FRS is the primary retirement plan for public servant employees, 80% of which are county government agencies, district school boards, community colleges, and universities.

Action: Support the protection of the state workforce and oppose any reductions to state employee benefits.

Medicaid Expansion

Issue: On March 23, 2010, the President of the United States signed the Affordable Care Act (Act) into law. One of the key provisions under the Act is the requirement of states to expand Medicaid to a minimum national eligibility threshold of 138 percent of the federal poverty level. This provision was not upheld by the United States Supreme Court, giving the decision to the states whether or not to expand Medicaid to their respective states. Under the Act, the federal government would fund Medicaid expansion at 100 percent for three years and after that time, states would gradually be required to pay a share of the costs of Medicaid expansion starting in the fourth year. In the last two sessions, the Florida Legislature has failed to approve Medicaid expansion. Estimates indicated that if the Legislature decided to expand Medicaid, Florida could receive as much as $50 billion in federal funding to provide health coverage for approximately one million Florida residents.

On February 25, 2014, the Board approved a resolution that urges the Governor, the Senate President, and the House Speaker to support Medicaid expansion in order to improve the quality of life for disadvantaged Leon County residents (Attachment #4). In addition, on October 14, 2014, the Board affirmed its position to support the Medicaid expansion in Florida. Due to leadership, changes in the Florida Senate and Florida House of Representatives staff will send a copy of the approved resolution to the new leadership during the 2015 Legislative session.

Action: Support legislation to expand Medicaid in Florida.

Internet Sales Tax

Issue: Under current law, individuals who buy goods online are required to remit sales tax to the state individually; however, that provision is largely unheeded and not enforced. Economists estimate the state loses out on about $400 million in revenue each year the tax goes uncollected. Purchases from these stores are not subject to sales tax due to the fact that they are not physically located in the state of Florida. The inability to collect an internet sales tax puts local 'brick-and-motor' businesses in Florida at a disadvantage relative to out-of-state online retailers. On May 1, 2014, Amazon began collecting state and local sales taxes for all Florida purchase due to its newly established physical presence near Tampa. The Florida Retail Association estimates that Amazon will collect as much as $80 million annually from Florida's six percent sales tax.

Legislation regarding the implementation of an internet sales tax has been considered by both the State Legislature and Congress. In spring 2013, the United States Senate passed the Market Fairness Act with bipartisan support; however, challenges from the United States House have stalled efforts to pass internet sales tax legislation. There is resistance in the Legislature to any legislation that could be perceived as increasing taxes. Enforcing the collection of the sales tax on internet purchases is seen by the Governor and some members of the Legislature as a tax increase. Governor Scott and several legislators advocated for a "revenue neutral" approach to the collection of this tax.

Action: Support legislation that promotes an equitable and competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.

Communication Service Tax

Issue: The Communication Service Tax (CST) is a tax on the retail sales of communications services, which include voice, data, audio, video and any other information including cable (video) services. Internet access, as defined by the Internet Tax Freedom Act, email services, and prepaid calling arrangements (cards and cellphones) are not included and account for approximately 25 percent to 40 percent of all wireless phones. The proceeds from the tax are transferred to county and municipal governments, the Public Education Capital Outlay and Debt Service Trust Fund, and the state's General Revenue Fund. Since CST revenue funds the Public Education Capital Outlay (PECO) program, the CST is also an issue for the County's community partners like Leon County Schools, Florida State University, Florida A&M University, and Tallahassee Community College.

A county or municipality may choose to levy the CST by ordinance. Currently, Leon County levies a CST 6.02% within the unincorporated areas of the County. The City of Tallahassee's rate is applied to those individuals who live within the city limits and is levied at 6.90%. Since October 2012, Leon County CST revenues have been trending upward about 2.5%.

In 2012, the Legislature created the CST Workgroup to propose solutions to the problems associated with the CST. The Workgroup recommended that the best approach in addressing CST issues would be a holistic replacement of the CST by repealing the tax and bringing all communications services under an increased sales and use tax. According to the Workgroup, this option would modernize the current tax structure, streamline the administrative system, remove competitive disadvantages without reducing local government revenues, and reduce the tax burden on the typical Florida taxpayer and small business.

The final ta x cut package which passed last session included the expansion of the definition of "prepaid calling arrangement" beyond voice calls to include other prepaid communication services, such as text message and data usage. Arguably, this would allow prepaid calling arrangements to be exempt from CST; instead, they would be taxed at the general sales tax rate.

If re-elected, Governor Scott has included a reduction in CST as part of his tax cut proposal. A reduction in CST would reduce the amount of funds available to local governments and PECO. Staff anticipates CST reduction legislation will be included in the 2015 session.

Action: Support legislation that is revenue neutral; simplifies administration and collection of the current tax; enhances the stability and reliability as an important revenue source for local government and Public Education Capital Outlay for schools; and provides the opportunity for market-based growth.

Library Aid

Issue: Florida's State Aid to Libraries Grant Program, managed by the Florida Department of State's Division of Library and Information Services, has been the cornerstone of public library support in Florida since 1963, and is recognized as a national model. Despite the increase in FY 2015, State Aid to public libraries has been reduced by 32% to $27,409,823 for past eight years.

Florida library systems rely on State Aid grant funding to assist library users with economic development resources to small businesses and job seekers; access to the internet, government services, and a vast array of online services and products and; education and reading. Libraries are transitioning from traditional libraries to community hubs, which function as learning environments to better serve their communities. Libraries are extending all their services to the Web while at the same time allowing citizens to develop new businesses, to teach early reading skills, to provide safe environments for children and teens, to develop new skills to become a better fit for today's workplace, and to find greater civic engagement.

Last year, the Leon County library system received $178,220 in state aid. For FY 2015 Leon County is anticipated to receive $228,483. The library system uses State Aid grant funding to assist with purchasing circulating library materials for County residents.

Action: Support state aid grant funding for public library programs.

Tallahassee – Leon County Enterprise Zone

Issue: The Florida Enterprise Zone Program encourages economic revitalization and private investment employment through state tax incentives to businesses and residents located in the zone. In 2002, Leon County and the City of Tallahassee jointly applied to create an enterprise zone under the Florida Enterprise Zone Program. The Florida Enterprise Zone Act that enables the Tallahassee-Leon County Enterprise Zone (EZ) is due to sunset December 31, 2015 unless the Legislature renews the program.

State evaluations suggest that the Florida Enterprise Zone Program yields little return on state investment. However, the state narrowly defines return on investment as the increase in new state revenues per dollar of state program investment. Thus, state evaluations do not consider the local benefits stemming directly from the program, such as property valuation increases and the revitalization of a community. According to the Tallahassee-Leon County Enterprise Zone Development Agency (EZDA), the EZ has stimulated revitalization of the zone through an infusion of nearly $5 million in state incentive, creating an estimated 540 jobs during the past decade. To support the EZDA in maintaining the day-to-day operations of the EZ, the Economic Development Council of Tallahassee/Leon County (EDC) serves as the Enterprise Zone Administrator and is responsible for coordination of the EZDA Board, as outlined in the EDC's contract with the County.

Action: Support the renewal of the Florida Enterprise Zone Program and encourage the broader state definition of return on investment to include property valuation increase and the revitalization of a community.

De Soto Winter Encampment

Issue: With the development of the De Soto Winter Encampment site, Tallahassee can become a nationally promoted tourist destination for those wishing to commemorate the location of the first Christmas observance in the Americas. The Department of State Historical Resource Division has spent $60,000 for site design and planning and has committed $1.25 million to develop the site over the next five years. Staff anticipates that the Historical Resource Division will be requesting additional funding as part of the FY 2016 state budget.

On September 10, 2014, the City of Tallahassee voted to abandon a portion of Goodbody Lane Right-of-Way between Apalachee Parkway and Lafayette Street to effectuate a viable site plan for a restaurant site immediately west of Goodbody Lane. Part of this new site would include an extension of De Soto Park Drive across Lafayette Street to a full access at Apalachee Parkway. This new road will create additional opportunities for broader exposure to the site and that the City and County supports any State efforts to create greater access and exposure to the site. A public hearing for final approval for the abandonment of Goodbody Lane must occur prior to the site plan being approved. It is anticipated that the City will hold this hearing at the end of November.

If the Leon County sales tax extension is approved by voters in November, this proposed project would support the State of Florida in developing the De Soto Winter Encampment site into a tourist destination in the amount of $500,000.

Action: Support State funding for the De Soto Winter Encampment a tourist-friendly facility to commemorate America's first Christmas.

Florida Association of Counties (FAC) Issues

Issue: FAC represents 67 counties before the Florida Legislature on issues that have broad statewide appeal, such as the opposition of unfunded mandates or cost shifts to counties (such as the $90 million DJJ cost shift that was passed in 2005 and the $146 million in Medicaid retrospective reconciliation and billing system changes passed in 2012), growth management, annexation, revenue-sharing, and water management issues. FAC will adopt their 2015 legislative program during their legislative conference from November 19-21, 2014.

Action: Support the 2015 FAC legislative program unless specific issues conflict with Leon County's interests.

Community Legislative Dialogue Meetings

For the past four years, the County has hosted 'Community Legislative Dialogue' meetings before and throughout session to engage our community and regional partners in identifying shared legislative priorities and interests. Last year, the Board designated Commissioner Desloge to host these meetings given his role with FAC. A total of four roundtable discussions were held with our community partners and surrounding counties. The meetings were held during a fall committee week, before session, in the middle of session, and at the end of session. All four meetings were well attended and the participants agreed that it was helpful to hear the priorities of other community partners.

If the Board would like to continue hosting the 'Community Legislative Dialogue' meetings on an ongoing basis, staff would typically recommend that the Chairman host these meetings each year. However, given the fact that Leon County is in the unique position this year of having a Commissioner serve as the Past President of FAC and NACo 2nd Vice President, the Board may wish to designate Commissioner Desloge to once again host these meetings for the 2015 session.

FEDERAL LEGISLATIVE ISSUES:

(Please Note: For complete information on each, see Attachment #3)

Each year staff evaluates the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues at the federal level. Most substantive issues that the County has at the federal level are coordinated through the County's National Association of Counties (NACO) representation. At the Board's request, the federal appropriation requests have been combined with the state appropriation requests (Page #3 of the Analysis Section).

Squire Patton Boggs, previously Patton Boggs, has worked closely with staff on select federal policy issues and priorities that have been identified by the Board. Squire Patton Boggs has been instrumental in the County's efforts to encourage sufficient appropriations for the construction of the Veterans National Cemetery in Leon County. In November 2012, the U.S. Department of Veterans Affairs (VA) announced that it purchased land for a new national cemetery in Leon County. The VA purchased a 250-acre parcel along U.S. Highway 27, which will serve the burial needs for more than 83,000 veterans in North Florida, Southwest Georgia, and Southeast Alabama. The President's Budget request for FY 2014 included $40 million for the cemetery, and Congress passed the requested amount in the FY 2014 Omnibus Appropriations Act. Phase I of the Veterans National Cemetery will begin in fall 2014. The initial phase of construction will provide 6,000 gravesites and accommodate both casket and cremains interment. Other features such as a front entrance on Apalachee Parkway, committal shelters, and a public information center with electronic gravesite locator and restrooms are also included in Phase I. It is anticipated Phase I will be completed in 2016. Squire Patton Boggs has been critical partner in supporting the necessary appropriations for the Veterans National Cemetery in Leon County

The County has also sought assistance from Squire Patton Boggs to educate the Leon County Federal Delegation on the County's concerns regarding the U.S. Army Corps of Engineers permit that was issued for the Grady County, Georgia Dam project and its impact on the water quality and quantity in North Florida. Subsequently, Congressman Southerland has become engaged in this issue and is actively working with the County to express concerns to the U.S. Army Corps of Engineers regarding the Grady County Dam project. The Corps of Engineers has granted Leon County the substance of the relief being sought and did so in a fashion, which actually provides a greater volume of recharge water to Lake Iamonia than initially requested. The Grady Dam construction is due to be completed in December of 2014, however prior to any filling of the lake that the dam will create, Grady County will need to complete a lake filling plan to the Army Corps of Engineers. Squire Patton Boggs recommends Leon County review the completed lake filling plan to ensure the plan is in accordance with the protection that the Corp's permit condition requires for the Grady Dam.

Staff has prepared four federal policy requests and the removal of one policy request for the first session of the 114th Congress and to provide direction to the County's federal lobbying team:

Moving Ahead for Progress in the 21st Century (MAP-21)

Issue: In 2012, President Obama signed Moving Ahead for Progress in the 21st Century (MAP-21) into law. This legislation provided funding over two years (FY 2013 – FY 2014) in the amount of $105 billion for surface transportation programs in the United States. MAP-21 is the first 'long-term' highway authorization enacted since 2005 was set to expire on September 31, 2014. On July 31, 2014, Congress voted to temporarily extend MAP-21 and provide funding for the Highway Trust Fund (HTF) to ensure its solvency through May 2015. Local governments use this funding source to build and maintain transportation infrastructure. Counties own and maintain 45% of America's roads (including more than 200,000 bridges), involved in the operation of 27% of public transit systems, however the share of federal and state funding to local governments for highways decreased by 10% between 1998-2011.

Transportation stakeholders and the U.S. Chamber of Commerce argue that raising the gas tax is the most effective way to address the HTF funding issue. Previous attempts by the United States Senate to reauthorize MAP-21 have been met with resistance by the United States House. However, Squire Patton Boggs expects the 114th Congress to take up the reauthorization of MAP-21. During this process they anticipate stakeholders to advocate for additional freight considerations, reinstatement of bike/pedestrian transportation enhancement, and more local control my Metropolitan Planning Organizations.

Action: Support the long-term reauthorization of MAP-21 at or above the current level of funding for surface transportation programs.

Federal Payment in Lieu of Taxes (PILT) Program

Issue: Roughly, 62% of counties in the United States have federal land within their boundaries. Although counties cannot collect property tax on federal land, they still required to provide essential services for that land. For nearly 40 years, the PILT program has provided funding to counties and municipalities to offset lost tax revenue from federal land within their respective boundaries. On September 18, 2014, Congress passed a short-term funding extension, however the approved Continuing Resolution did not include funding for PILT. NACo hosted a "PILT Fly-In" at the nation's capital for county leaders from across the nation to urge their respective members of Congress to support full FY 2015 PILT funding. This year Leon County received $203,372 from the federal government due to the portion of Apalachicola National Forest in Leon County.

Action: Support federal legislation that includes full mandatory funding for PILT in the FY 2015 appropriations package and support a long-term strategy for a sustainable PILT program.

Waters of the United States

Issue: On April 21, 2014, the United States Environmental Protection Agency (EPA) and the United States Army Corps of Engineers (Corps) jointly released a new proposed rule entitled, "Definition of Waters of the U.S. Under the Clean Water Act." This rule amends the current definition to expand the range of waters (and their conveyances) that would be subject to federal jurisdiction. The proposed rule would eliminate the distinction between traditional navigable waters (such as lakes, rivers, and streams) and conveyances such as ditches and drains, and would apply regardless of flow or hydrologic connections.

On September 23, 2014, the Board approved a resolution voicing concerns regarding the proposed rule and a copy of the resolution was sent to the EPA and the County's federal delegation. It is the County's position that the proposed EPA rule change will negatively impact the ability to protect those resources and could put undue burden on local governments through onerous permitting requirements.

Action: Oppose the Environmental Protection Agency and the U.S. Army Corps of Engineering proposed rule regarding the definition of "Waters of the U.S."

Internet Sales Tax

Issue: Under current law, individuals who buy goods online are required to remit sales tax to the state individually; however, that provision is largely unheeded and not enforced. Economists estimate the state loses out on about $400 million in revenue each year the tax goes uncollected. Purchases from these stores are not subject to sales tax due to the fact that they are not physically located in the state of Florida. The inability to collect an internet sales tax puts local 'brick-and-motor' businesses in Florida at a disadvantage relative to out-of-state online retailers. Governor Rick Scott and several members of the Legislature view the implementation of internet sales tax legislation as a tax increase; therefore, efforts in the State Legislature have been unsuccessful.

Legislation regarding the implementation of an internet sales tax has been considered by both the State Legislature and Congress. In spring 2013, the United States Senate passed the Market Fairness Act with bipartisan support; however, challenges from the United States House have stalled this bill. In an effort to compromise, the United States Senate has introduced a bill (S. 2609) which combines the Marketplace Fairness Act and a ten-year extension of the Internet Tax Freedom Act, which will expire November 1, 2014. If Congress declines to pass internet sales tax legislation, Florida could join the Streamlined Sales and Use Tax Agreement, an interstate compact of twenty-three states that encourages merchants in one member state to collect and submit another member state's sales taxes.

Action: Support legislation that promotes an equitable and competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.

Federal Correctional Institution Property

Issue: On June 14, 2011, the Board authorized Commissioner Desloge to reach out to the Federal Correctional Institution (FCI) for usage of open space adjacent to the FCI facility for Little League baseball fields. The open space is adjacent to Tom Brown Park. The initial response from the Federal Bureau of Prisons indicated that it did not have the authority to grant the County's request. On September 20, 2011, Commissioner Desloge and staff met with FCI Warden Taylor to familiarize him with the County's proposal. At that time, Warden Taylor agreed to support the County's efforts to gain authorization for the use of the property.

On March 7, 2012, Congressman Southerland introduced legislation concerning land conveyance from the Bureau of Prisons to Leon County to be used for additional recreational space at Tom Brown Park. Congressman Crenshaw agreed to co-sponsor the bill. During that time, the House Subcommittee on Crime, Terrorism, and Homeland Security received pushback with regard to the legislation from the U.S. Bureau of Prisons' headquarters in Washington, D.C as the land has not been discharged as 'surplus' property. Previous legislative attempts to convey this land have been unsuccessful.

The County hosted Congressman Southerland on August 20, 2013 for an in-person look at the Tom Brown Park/FCI properties and to discuss the issue of potential County use of the FCI land. The County and the Congressman met with the new FCI warden, Vick Flournoy. Under the direction of the new warden, FCI objects to the County's use of the undeveloped land that lies adjacent to the Tom Brown Park. Previously, staff spoke with the Bureau of Prisons regarding this space; their general counsel stated the space might be needed in the next 15 years for possible expansion of FCI for additional bed space.

Action: Squire Patton Boggs and County staff have continued to communicate with Department of Justice on this issue, however it is not anticipated that the Bureau of Prisons will convey the additional acreage based on their needs for future expansion. Therefore, staff recommends that the Board remove FCI property and the expansion of Tom Brown Park from its 2015 federal priorities.

Staff coordinates regularly with Squire Patton Boggs by phone and e-mail to strategize on key federal budget issues and to identify new federal grant opportunities that could potentially fund County project requests. In addition, Squire Patton Boggs has been submitting monthly memoranda to update the Board on their federal lobbying activities in order to further improve communication between the Board and their federal lobbying firm.

It is important to note that the NACo Legislative Conference is scheduled for February 21-25, 2015 in Washington, D.C. In the past, Commissioners and County staff have used the NACo Legislative Conference as an opportunity to meet with the Leon County Federal Legislative Delegation to advocate for the County's federal priorities. NACo is the only national organization that represents county governments in the United States. Due to Commissioner Desloge's leadership and commitment to local communities and home rule, he was elected 2nd vice president of NACo in July 2014. He will serve as 2nd Vice President for a year, before ascending to 1st Vice President and then President of NACo. This provides Leon County a unique advantage in advocating the county's federal legislative priorities.

Lobbying Contracts:

The County utilizes contract lobbying services at the state and federal levels to further the County's legislative goals and in pursuit of appropriations for key local projects. The contract lobbying firms provide a daily presence by advocating the County's legislative priorities with the County's Delegations and legislative leaders. During the development of the FY 2013 budget, the Board agreed to extend both the federal and state contracts for a two-year period in order to unify the County's lobbying contract terms so that they could be bid concurrently when they expire in 2015. The County is in the final contract year with the state and federal lobbying teams, with the Capital Alliance Group contract expiring on September 30, 2015 and Squire Patton Boggs contract expiring on December 31, 2015.

Typically, staff would present the Board the option to bid these contracts as part of the end-of-session report in June but that presents a problem in 2015. The 2014 Legislature approved a bill to move up the start of the 2016 legislative session from early March to January 12, 2016. Due to the January start date for the 2016 session, staff anticipates that committee weeks will begin in mid-September 2015, requiring earlier coordination between staff and the contract teams as well as the Board's adoption of the 2016 legislative priorities. In order to prepare for the earlier session, staff recommends that the Board set their 2016 priorities in July or August, prior to the start of committee weeks, and extend their contracts with both lobbying teams for one additional year prior to going out to bid.

Extending the state and federal contracts by one year will ensure the continuity of the legislative program as committee weeks begin in September 2015 and allow staff to issue an RFP for both services concurrently in 2016 per the Board's prior guidance. Alternatively, the Board may wish to bid these services for 2016. Should the Board approve the staff recommendation to extend both contracts by one additional year, an RFP for lobbying services would be released in the summer of 2016 following the end-of-session report.

Options:

1. Approve the 2015 state and federal legislative priorities, as amended by the Board.
2. Designate a Commissioner to host the Community Legislative Dialogue meetings for the 2015 Session.
3. Authorize the County Administrator to extend the Squire Patton Boggs' federal lobbying contract for one additional one-year period until December 31, 2016.
4. Authorize the County Administrator to extend the Capitol Alliance Group's state lobbying contract for one additional one-year period until September 30, 2016.
5. Authorize staff to issue request for proposals for federal and state lobbying services for the 2016 legislative session.
6. Board direction.

Recommendation:

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

Attachments:

1. 2015 State and Federal Legislative Appropriations Request and Related Materials
2. 2015 State Legislative Session Policy Requests and Related Materials
3. 2015 Federal Policy Requests and Related Materials
4. February 25, 2014 Resolution on the Support for Medicaid Expansion

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Blueprint 2000
Contact Person:	Wayne Tedder
Email:	Wayne.Tedder@talgov.com Phone: 219-1060
Topic/Project Title:	Capital Circle Southwest

Appropriation Request
(If Applicable)

☒ **Federal** ☒ **State**

Project Description:

This project will provide for the construction of Capital Circle Southwest (SR 263) from north of Orange Avenue (SR 371) to Crawfordville Road (SR 61/US 319) a distance of approximately six miles. The existing 2-lane rural road section of Capital Circle Southwest will be reconstructed to a 6-lane curb and gutter facility with an enclosed drainage system and new stormwater ponds. The 6 lane roadway will be flanked by paved bike lanes, a 10' wide multi-use meandering trail on one side and a 6' wide concrete sidewalk on the other side of the roadway. Extensive landscaping will be installed along the medians and within the right-of-way of the corridor. New overhead lighting will also be installed. Signalized intersections will be constructed at Orange Avenue, the main entrance of the Tallahassee Regional Airport and at Springhill Road.

This six mile segment of Capital Circle Southwest has been divided into two segments with both segments currently being designed under the supervision of the Florida Department of Transportation, District Three. Segment 1 is from north of Orange Avenue to south of Springhill Road. Segment 2 is from south of Springhill Road to Crawfordville Road. The estimated cost for Segment 1 is $65.4 million which is broken down into $30.0 million for right-of-way acquisition and $35.4 million for construction. Segment 2 is estimated at $53.7 million which is broken down into $31.0 million for right-of-way acquisition and $22.7 million for construction.

The Capital Circle Southwest project has been a priority of the Board for the last six years. In addition, staff will continue to work with the Capital Region Transportation Planning Agency (CRPTA) and the Florida Department of Transportation (FDOT) to include funding in their five-year work plan for those penny sales tax projects that affect FDOT roadways. If the Leon County sales tax extension is approved by voters in November, one of the proposed projects is the widening of Capital Circle Southwest and water quality and infrastructure enhancements for multiple transportation modes in the amount of $70 million. The project stimulates economic development in the short term by providing jobs in construction and associated professional services, and in the long term by improving access to the Airport, Innovation Park, Tallahassee Museum, and undeveloped properties.

Additionally, a master stormwater planning effort for the corridor is underway. The objective of the planning effort is to design joint-use facilities that provide treatment capacity for new development at the Airport, meet the roadway improvement needs, and provide facilities that are consistent with the Blueprint 2000 holistic philosophy along the already completed segments of Capital Circle.

Purpose of Project and Outcome Expected:

Reconstruction of this six mile segment of Capital Circle Southwest will service the traveling public with convenient access to Tallahassee Regional Airport and businesses and communities located in the southwest quadrant of Leon County. The 6-lane facility will provide additional vehicular capacity on Capital Circle. Intersection improvements will be constructed at several existing cross roads for safety and ease of traffic movements. The multi-use trail and sidewalk will provide safe facilities for pedestrians and bike enthusiasts. New housing developments and businesses could be attracted to the area by the reconstruction of this segment of Capital Circle Southwest. The project terminates at Crawfordville Road which provides travelers a convenient roadway to the south and to the beaches of the Gulf of Mexico.

Service Provided:

The entire six mile segment of Capital Circle Southwest will be designated as part of Florida's Strategic Intermodal System (SIS) which is vital for transporting both people and goods between major commercial facilities such as airports, rail terminals, and seaports. Efficient transportation between these major commercial facilities will benefit city, county and state agencies with potential for new businesses and developments along the corridor to service and handle/store goods.

Population Served:

The population served by the reconstruction of this 6 mile segment of Capital Circle Southwest includes the businesses and neighborhood that currently surround this segment of the roadway as well as those traveling to the Tallahassee Regional Airport, south to the beaches or circling the downtown area of Tallahassee via Capital Circle Southwest. The traveling public will be treated to a nicely landscaped 6-lane roadway corridor replacing the existing 2-lane road. The trail and sidewalk will attract active biking, walking and running enthusiasts while creating a pedestrian friendly environment.

Project Dates for Construction/Operation:

Both segments of Capital Circle Southwest (Segment 1 - north of Orange Avenue to south of Springhill Road and Segment 2 - south of Springhill Road to Crawfordville Road) are currently being designed under the direction of District Three at the FDOT. The design work should be complete by the end of calendar year 2015. Construction funding has not been identified.

Funding:

Summary of Funding Request:

Segment 1: North of Orange Avenue (SR 371) to south of Springhill Road (CR 2203)

Estimated Construction Cost: $35.4M
Estimated Right-of-Way Cost: $30.0M
TOTAL: $65.4M

Segment 2: South of Springhill Road (CR 2203) to Crawfordville Road (SR 61/ US 319)

Estimated Construction Cost: $22.7M
Estimated Right-of-Way Cost: $31.0M
TOTAL: $53.7M

Federal Funding Requested (as applicable):

Segment 1: North of Orange Avenue (SR 371) to south of Springhill Road (CR 2203) $65.4 million
Segment 2: South of Springhill Road (CR 2203) to Crawfordville Road (SR 61/ US 319) $53.7 million

State Funding Requested (as applicable):

Segment 1: North of Orange Avenue (SR 371) to south of Springhill Road (CR 2203) $65.4 million
Segment 2: South of Springhill Road (CR 2203) to Crawfordville Road (SR 61/ US 319) $53.7 million

Present or Pending Funding Sources (including county):

$4.8 million in design funding from the Florida Department of Transportation

$8.7 million in right of way funding from the Florida Department of Transportation in FY 2016 and $8.2 million in right of way funding in FY 2018 or beyond. This right of way funding is for Segment 1 only.

$70 million in sales tax funds if the Leon County sales tax extension is approved by voters in November. This proposed project includes funding the widening of Capital Circle Southwest and water quality and infrastructure enhancements for multiple transportation modes.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Capital Regional Transportation Planning Agency (CRTPA)
Contact Person:	Harry Reed
Email:	Harry.Reed@talgov.com Phone: 891-6815
Topic/Project Title:	Woodville Highway

Appropriation Request (If Applicable)

☒ **Federal** ☐ **State**

Project Description:

This project is for the design of Woodville Highway to widen the existing two-lane segment to four lanes from Paul Russell Road to Capital Circle.

The Woodville Highway project has been a priority of the Board for the last six years. In addition, staff will continue to work with the Capital Region Transportation Planning Agency (CRPTA) and the Florida Department of Transportation (FDOT) to include funding in their five-year work plan for those penny sales tax projects that affect FDOT roadways. If the Leon County sales tax extension is approved by voters in November, one of the proposed projects is the widening of Woodville Highway in the amount of $29.7 million. This project also includes funding for the beautification of Crawfordville Highway, enhancements to pedestrian and bicycle access with sidewalks along Ross Road, thereby linking Woodville and Crawfordville Highways.

Purpose of Project and Outcome Expected:

Woodville Highway connects to major arterials systems including Capital Circle and Monroe Street and serves as a major evacuation route from the Coastal Highway (US 98).

This road is frequented by residents of Wakulla County that work in Leon County. It is anticipated that the volume of traffic will continue to increase as the Capital Circle Office Complex, which houses a number of state agencies, continues to expand.

During the FY 06/07 budget process, the Board budgeted $2.1 million for Woodville Highway. On September 18, 2007, the Board approved a Joint Project Agreement with the Florida Department of Transportation (FDOT) to perform a Project Development and Environment (PD&E) study for a portion of Woodville Highway from Gaile Avenue to Capital Circle. On March 11, 2008, the Board authorized the expenditure of funds, up to $175,000, to match funds from FDOT to perform a Corridor Master Plan for a portion of Woodville Highway from Gaile Avenue to Commerce Boulevard. On April 12, 2011, the Board amended its Agreement with FDOT for a PD&E study of Woodville Highway, from Gaile Avenue to Capital Circle, to extend north to Paul Russell Road. Several reasons for the extension include adding sidewalks, designing pedestrian crossings, and addressing any potential for redevelopment of the Leon County Fairgrounds, all of which could have a significant impact on future traffic patterns.

CRTPA held a meeting in with property owners and residents to kick-off a corridor study that would be utilized to develop the Corridor Master Plan. The final Corridor Master Plan was completed in November 2011. The PD&E study has been completed. Currently, the design phase for the segment of Woodville

Highway from Capital Circle Southwest to Gaile Avenue is underway and is anticipated to be complete in December 2015. In addition, the segment from Paul Russell Road to Gaile Avenue started design in September 2014 and is anticipated to be complete in June 2016.

At the completion of this project, it is anticipated that there will be significant improvement in commuter access through southern Leon County and northern Wakulla County, improved freight movement from the coast, and improved hurricane evacuation options.

Service Provided:

Leon County and the City of Tallahassee, through their joint "Southern Strategy" are attempting to spur economic growth in the southern area of the city/county with a combination of roadway improvements, sector planning efforts, growth management, and economic incentives. Woodville Highway also serves as one of the primary evacuation routes from the central coastal panhandle. .

Population Served:

All regional coastal residents of neighboring counties will benefit from this project. The current Annual Average Daily Traffic count is 12,900. This road serves as one of two links to the coast via Wakulla County.

Project Dates for Construction/Operation:

Due to the time necessary for the corridor study, project design, and right-of-way acquisition, construction commencement will be determined at a future date by FDOT.

Funding:

Federal Funding Requested (as applicable): $26.6 million

$23 million for construction

$3.6 million for right of way acquisition

State Funding Requested (as applicable):

Present or Pending Funding Sources (including county):

$1.98 million in design funding from the Florida Department of Transportation

$1.2 million in right of way funding from the Florida Department of Transportation (available in 2017)

$29.7 million in sales tax funds if the Leon County sales tax extension is approved by voters in November. This project also includes funding for the beautification of Crawfordville Highway, enhancements to pedestrian and bicycle access with sidewalks along Ross Road, thereby linking Woodville and Crawfordville Highways.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Public Works/Engineering Services
Contact Person:	Ms. Katherine Burke
Email:	burkek@leoncountyfl.gov Phone: 606-1518
Topic/Project Title:	Woodville Sewer Project

Appropriation Request
(If Applicable)

☒ **Federal** ☒ **State**

Project Description:

This project is for the design of a sewer system to provide sewer services to approximately 1,500 homes or properties located within the Woodville area of Leon County. The City of Tallahassee 2030 Sewer Master Plan included the preliminary planning to connect Woodville to the City's Advanced Wastewater Treatment Facility. These homes are located upstream to Wakulla Springs and threaten one of the world's largest and deepest freshwater springs.

Septic systems in the Woodville area of Leon County have been identified as a major source of nitrate loading to the groundwater and Wakulla Springs. Wakulla Springs is a first magnitude spring and is the longest and deepest known submerged freshwater cave system in the world. Located just five miles south of the Leon County line, Wakulla Springs is an important part of the regional culture and recreational economy.

If the Leon County sales tax extension is approved by voters in November, the City and the County have dedicated $85 million for projects that improve water quality across the County and the City, while preserving and improving sensitive land and bodies of water surrounding our community. The County and City agreed to split the funding ($42.5 million each) and these specific projects will be determined at a later date, if the voters approve the penny sales tax in November. It is important to note that the Woodville sewer project could meet the criteria to receive funding from this source.

Purpose of Project and Outcome Expected:

Nitrate reduction associated with septic tanks is a key component of the draft Basin Management Action Plan (BMAP) for the Upper Wakulla River. Existing septic tank discharge concentrations are reported to be between 40 to 60 mg/L nitrogen. State rules do not require upgrades to treatment even in the event of septic tank failure. However, replacing the existing septic tanks with wastewater treatment at the City of Tallahassee Advanced Wastewater Treatment Facility reduces the nitrogen discharge from a household to 3 mg/L.

Initial project funds are targeted to design the transmission system from Woodville to the City of Tallahassee. Second round funding will design the priority collection system and household connections. Completion of project design will support state and federal grant applications for construction costs, potentially as match to sales tax funding if the referendum is approved in November.

Service Provided:
The Leon County Comprehensive Plan provides that all waste water is to be treated and disposed of in a manner that protects natural resources and public health. (Note: The State of Florida has acquired more than half of the 6,500 acre buffer zone around Wakulla Springs acknowledging the importance of preserving this natural habitat).

Population Served:
Approximately 1,500 homes will be directly impacted in Leon County. Wakulla Springs is also home to a state park that has thousands of visitors each year.

Project Dates for Construction/Operation:
During the County's FY 07/08 budget workshop, the Board discontinued the funding of non-mandatory capital projects. A number of sewer projects were approved for discontinuation including the Woodville project. At this time, however, the Basin Management Action Plan for the Upper Wakulla River requires reduction of nitrate loads from septic tanks in the Woodville area. Substantial delays can be avoided by proceeding with design of the sewer system while pursuing construction funding separately.

If the Leon County sales tax extension is approved by voters in November, the City and the County have dedicated $85 million for projects that improve water quality across the County and the City, while preserving and improving sensitive land and bodies of water surrounding our community. The County and City agreed to split the funding ($42.5 million each) and these specific projects will be determined at a later date, if the voters approve the penny sales tax in November. It is important to note that the Woodville sewer project could meet the criteria to receive funding from this source.

Funding:
Federal Funding Requested (as applicable):
First year: $1 million for transmission system design
Second year: $2 million for collection system design

State Funding Requested (as applicable):
First year: $1 million for transmission system design
Second year: $2 million for collection system design

Present or Pending Funding Sources (including county):
$85 million of the penny sales tax to address water quality and stormwater improvement projects throughout the community. The County and City agreed to split the funding ($42.5 million each) and these specific projects will be determined at a later date, if the voters approve the penny sales tax in November. It is important to note that the Woodville sewer project could meet the criteria to receive funding from this source.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division: Leon County Research and Development Authority
Contact Person: Ron Miller
Email: RMiller@inn-park.com Phone: 575-0343
Topic/Project Title: Innovation Park Grant Funding

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:
The Leon County Research and Development Authority is applying for Economic Development Administration (EDA) Regional Innovation Grant to further develop Innovation Park.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:
Support the Leon County Research and Development Authority in their efforts to secure federal grant funding for Innovation Park.

[Continue on the next page]

APPROPRIATION REQUEST
(IF APPLICABLE)

☒ **Federal** ☐ **State**

Project Description:
Innovation Park of Tallahassee has been the hub of scientific research in North Florida for the last 25 years. Innovation Park is overseen by the Authority and partnerships with FSU, Florida A&M University, Tallahassee Community College and governmental and industrial sector representatives. Innovating park was established as a unique location to provide an encouraging business climate for the technology industry and government scientist to work cooperatively with prestigious research universities.

On September 8, 2014 the Economic Development Administration (EDA) announced the launch of the $15 million 2014 Regional Innovation Program competition to spur innovation capacity-building activities in regions across the nation. The program has three separate funding opportunities, including the "Science and Research Park Development" grant. The purpose of this grant is to provide up to $500,000 in funding for feasibility and planning for the construction of a new or expanding research or science park. The Leon County Research and Development Authority (Authority) is applying for this grant to expand and develop Innovation Park. The application deadline for this grant is November 3, 2014.

On September 23, 2014, the Board of County Commissioners directed County staff to support the Authority in their efforts to secure federal grant funding for Innovation Park.

Purpose of Project and Outcome Expected:
With the continued development and support of Innovation Park, Leon County and Tallahassee can continue to be the scientific research hub for North Florida.

Service Provided/Benefit to the State: *Briefly describe the service that this project will provide and all applicable benefits to the county, region, and state.*
The success of Innovation Park has significantly impacted the residents of North Florida, and the continued development of this park will encourage entrepreneurship and create technological jobs here in Leon County.

Population Served: *Estimate of the population that will benefit from this project's funding.*
The continued development of Innovation Park will directly benefit all resident in Leon County by attracting new technological businesses which directly benefit the local economy. Growing and continuing the collaboration between Innovation Park and the two research universities will benefit each entity and other community stakeholders. The development of Innovation Park will also continue to develop a stronger workforce.

Project Dates for Construction/Operation: *Please note if the projection could be shortened based on receipt of state or federal funding.*
FY 2015-2016 and beyond.

Funding:
Federal Funding Requested (as applicable): $500,000
State Funding Requested (as applicable): N/A
Present or Pending Funding Sources (including county): N/A

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs /Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Protection of State Workforce

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

State workers comprise a substantial percentage of Leon County's population contributing to our community, economy and diversity. Protecting the jobs of these workers from privatization and advocating for fair wages has always been a top priority of the Board during the legislative cycle.

The FY14/15 state budget did not increase state employee health insurance premiums, which remain at $50 per month for individual coverage and $180 per month for family coverage for most employees. However, there have been attempts in the past few sessions to cap the state's total spending on employee health insurance and increase health insurance premiums of state employees. An unsuccessful bill was considered last session also included a new health insurance system with four different benefit levels from which state employees could choose from, however it was unsuccessful. It is expected that similar legislation affecting state employee health insurance will be pursued during the 2015 session.

During the last two sessions, one of House Speaker Weatherford's top priorities was pursing legislation to reform Florida Retirement System (FRS). Due to the change in leadership this upcoming session, it is not anticipated that FRS reform legislation will be a top priority; however staff will continue to closely monitor any movement related to the issue. FRS is the primary retirement plan for public servant employees, 80% of which are county government agencies, district school boards, community colleges, and universities.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support the protection of the state workforce and oppose any reductions to state employee benefits.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs/ Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Medicaid Expansion

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

On March 23, 2010 the President of the United States signed the Affordable Care Act (Act) into law. One of the key provisions under the Act is the requirement of states to expand Medicaid to a minimum national eligibility threshold of 138 percent of the federal poverty level. This provision was not upheld by the United States Supreme Court, giving the decision to the states whether or not to expand Medicaid to their respective states. Under the Act the federal government would fund Medicaid expansion at 100 percent for three years and after that time states would gradually be required to pay a share of the costs of Medicaid expansion starting in the fourth year. In the last two sessions, the Florida Legislature has failed to approve Medicaid expansion. Estimates indicated that if the Legislature decided to expand Medicaid, Florida could receive as much as $50 billion in federal funding to provide health coverage for approximately one million Florida residents.

On February 25, 2014, the Board approved a resolution that urges the Governor, the Senate President, and the House Speaker to support Medicaid expansion in order to improve the quality of life for disadvantaged Leon County residents. In addition, on October 14, 2014, the Board affirmed its position to support the Medicaid expansion in Florida. Due to leadership changes in the Florida Senate and Florida House of Representatives staff will send a copy of the approved resolution to the new leadership during the 2015 Legislative session.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support legislation to expand Medicaid in Florida.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs/ Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Internet Sales Tax

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description: State and Federal priority.

Legislation regarding the implementation of an internet sales tax has been considered in the State Legislature and is currently being considered in Congress. In spring 2013 the United States Senate passed the Market Fairness Act with bipartisan support, however challenges from the United States House have stalled this bill. In an effort to compromise, the United States Senate has introduced a bill (S. 2609) which combines the Marketplace Fairness Act and a ten-year extension of the Internet Tax Freedom Act, which will expire November 1, 2014. If Congress declines to pass internet sales tax legislation, Florida could join the Streamlined Sales and Use Tax Agreement, an interstate compact of twenty-three states that encourages merchants in one member state to collect and submit another member state's sales taxes.

Under current law, individuals who buy goods online are required to remit sales tax to the state individually; however that provision is largely unheeded and not enforced. Economists estimate the state loses out on about $400 million in revenue each year the tax goes uncollected. Purchases from these stores are not subject to sales tax due to the fact that they are not physically located in the state of Florida. The inability to collect an internet sales tax puts local 'brick-and-motor' businesses in Florida at a disadvantage relative to out-of-state online retailers. On May 1, 2014, Amazon began collecting state and local sales taxes for all Florida purchase due to its newly established physical presence in the State. The Florida Retail Association estimates that Amazon will collect as much as $80 million annually from Florida's six percent sales tax.

There is resistance in the Florida Legislature to any legislation that could be perceived as increasing taxes. Enforcing the collection of the sales tax on internet purchases is seen by the Governor and some members of the Legislature as a tax increase. Governor Scott and several legislators advocated for a "revenue natural" approach to the collection of this tax.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support legislation that promotes an equitable competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs /Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Communications Service Tax

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

The Communication Service Tax (CST) is a tax on the retail sales of communications services, which include voice, data, audio, video and any other information including cable (video) services. Internet access, as defined by the Internet Tax Freedom Act, email services, and prepaid calling arrangements (cards and cellphones) are not included and account for approximately 25 percent to 40 percent of all wireless phones. The proceeds from the tax are transferred to county and municipal governments, the Public Education Capital Outlay and Debt Service Trust Fund, and the state's General Revenue Fund. Since CST revenue funds the Public Education Capital Outlay program, the CST is also an issue for the County's community partners like Leon County Schools, Florida State University, Florida A&M University, and Tallahassee Community College.

A county or municipality may choose to levy the CST by ordinance. Currently, Leon County levies a CST 6.02% within the unincorporated areas of the County. The City of Tallahassee's rate is applied to those individuals who live within the city limits and is levied at 6.90%. Since October 2012, Leon County CST revenues have been trending upward about 2.5%.

In 2012, the Legislature created the CST Workgroup to propose solutions to the problems associated with the CST. The Workgroup recommended that the best approach in addressing CST issues would be a holistic replacement of the CST by repealing the tax and bringing all communications services under an increased sales and use tax. According to the Workgroup, this option would modernize the current tax structure, streamline the administrative system, remove competitive disadvantages without reducing local government revenues, and reduce the tax burden on the typical Florida taxpayer and small business.

The final tax cut package which passed last session included the expansion of the definition of "prepaid calling arrangement" beyond voice calls to include other prepaid communication services, such as text message and data usage. Arguably, this would allow prepaid calling arrangements to be exempt from CST; instead, they would be taxed at the general sales tax rate.

If re-elected, Governor Scott has included a reduction in CST as part of his tax cut proposal. A reduction in CST would reduce the amount of funds available to local governments and PECO. Staff anticipates CST reduction legislation will be included in the 2015 session.

RECOMMENDED CHANGE IN FLORIDA STATUTES (IF APPLICABLE)

Current Statute of Reference: N/A

Suggested New Language: N/A

RECOMMENDED COUNTY POSITION

Recommended Position:

Support legislation that is revenue neutral; simplifies administration and collection of the current tax; enhances the stability and reliability as an important revenue source for local government; and provides the opportunity for market-based growth.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division: Public Service/Libraries

Contact Person: Cay Hohmeister

Email: hohmeisterc@leoncountyfl.gov Phone: 606-2616

Topic/Project Title: Leon County Library Grant Funding

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☐ Important ☒ Anticipated

Description:

Florida's State Aid to Libraries Grant Program, managed by the Florida Department of State's Division of Library and Information Services, has been the cornerstone of public library support in Florida since 1963, and is recognized as a national model. Despite the increase in FY 2015, State Aid to public libraries has been reduced by 32% to $27,409,823 for past eight years.

Florida library systems rely on State Aid grant funding to assist library users with economic development resources to small businesses and job seekers; access to the internet, government services, and a vast array of online services and products and; education and reading. Libraries are transitioning from traditional libraries to community hubs which function as learning environments to better serve their communities. Libraries are extending all their services to the Web while at the same time allowing citizens to develop new businesses, to teach early reading skills, to provide safe environments for children and teens, to develop new skills to become a better fit for today's workplace, and to find greater civic engagement.

Last year, the Leon County library system received $178,220 in state aid. For FY 2015 Leon County is anticipated to receive $228,483. The library system uses State Aid grant funding to assist with purchasing circulating library materials for County residents.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support state aid grant funding for public library programs.

Leon County Board of County Commissioners

2015 LEGISLATIVE PROPOSAL

CONTACT INFORMATION

Department/Division:	Economic Development & Business Partnerships
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Tallahassee – Leon County Enterprise Zone

PROBLEM / NEED

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

Enterprise zones are areas targeted for economic revitalization through the state's Florida Enterprise Program. Enterprise zones encourage economic revitalization through state tax incentives to businesses located in the zone, incentivizing private investment in the zone, and creating employment opportunities for the area's residents. Individual enterprise zones may also offer local incentive programs to further leverage state incentives for economic revitalization. The Florida Enterprise Zone Act that enables the Tallahassee-Leon County Enterprise Zone is due to sunset December 31, 2015 unless the Legislature renews the program.

In 2002, Leon County and the City of Tallahassee jointly applied to create an enterprise zone under the Florida Enterprise Zone Program. In the case of joint applications, theFlorida Enterprise Zone Act directs counties to create a local administrative board, such as the Tallahassee-Leon County Enterprise Zone Development Agency Board of Commissioners (EZDA), before approving the creation of an enterprise zone. The EZDA for the Tallahassee-Leon County Enterprise Zone (EZ) was created by the County Commission on June 11, 2002, although it did not begin processing incentive applications until 2006. The original EZ area has been amended several times since its creation in 2002. The current EZ spans almost 20 square miles and, includes central, southern, and western portions of the community, and lies mostly within the incorporated areas of Leon County.

The EZDA oversees implementation of the EZ incentives and provides assistance to businesses and residents within the zone. To support the EZDA in maintaining the day-to-day operations of the EZ, the Economic Development Council of Tallahassee/Leon County (EDC) serves as the Enterprise Zone Administrator and is responsible for coordination of the EZDA Board, as outlined in the EDC's contract with the County. The EZDA meets quarterly and its structure and responsibilities are outlined in the Leon County Code of Laws Chapter 2, Art. III, Div. 4. The current EZDA Board consists of 11 Board appointees representing EZ stakeholders, including two County Commissioners designated by the Commission Chairman and Vice-Chairman.

The Florida Enterprise Zone Act was renewed by the Legislature in 2005 for an additional ten years (to sunset December 31, 2015). Since 2005, there has not been a significant effort at the state level to renew the program. State evaluations suggest that the Florida Enterprise Zone Program yields little return on state investment . However, the state narrowly defines return on investment as the increase in new state revenues per dollar of state program investment. Thus, state evaluations do not consider the local benefits stemming

directly from the program, such as property valuation increases and the revitalization of a community. According to DEO's FY13 annual report on enterprise zones, businesses in the Enterprise Zone received $57,848 in state sales tax incentives. Additionally, EZ businesses received support from both federal and state agencies to supplement EZDA revitalization efforts in the form of $56,438 in training grants. According to the EZDA, the EZ has stimulated an infusion of nearly $5 million in state incentive awards to nearly 1,400 applications, creating an estimated 540 new jobs during the past decade.

EDC staff note that the EZ incentives are an important tool in their efforts to help businesses locate and expand in Leon County. Through the Enterprise Zone Administrator, the EZDA has been a leader in encouraging other enterprise zones and state economic development agencies to collaborate on efforts to renew the Florida Enterprise Zone Program. Through their role on the EZDA, both Commissioners Lindley and Maddox have advocated in support of the Florida Enterprise Zone Program's extension, including Commissioner Lindley's recent meeting with the Director of the Florida Enterprise Zone Program. At present, the Legislature's Office of Program Policy Analysis and Government Accountability is conducting a review in collaboration with DEO, Enterprise Florida, the Florida Chamber of Commerce, the Florida Economic Development Council, and enterprise zones across the state on how to improve the Florida Enterprise Zone Program for consideration by the Legislature in the 2015 session, as the program is set to sunset December 31, 2015.

RECOMMENDED CHANGE IN FLORIDA STATUTES (IF APPLICABLE)

Current Statute of Reference: N/A

Suggested New Language: N/A

RECOMMENDED COUNTY POSITION

Recommended Position:
Support the renewal of the Florida Enterprise zone Program and encourage the broader state definition of return on investment to include property valuation increase and the revitalization of a community.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Tourism Development
Contact Person:	Lee Daniel
Email:	DanielLee@leoncountyfl.gov Phone: 606-2300
Topic/Project Title:	De Soto Winter Encampment

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

Archeologists have uncovered artifacts that they believe confirm an encampment site of Hernando de Soto in the large abandoned Apalachee tribe village of Anhaica, in what is now the City of Tallahassee, near Cascades Park. This village had more than 250 structures, which helped de Soto decide to spend the winter of 1539 there to rest his army, repair equipment, and wait for the arrival of supplies. Documents report that de Soto traveled with three priests and a full communion set to commemorate Catholic mass, and because of this, it is thought that the first Christmas in America was celebrated at the site. At this time, there is not much to see at the de Soto Winter Encampment site. With the development of the de Soto Winter Encampment site, Tallahassee can become a nationally promoted tourist destination for those wishing to commemorate the location of the first Christmas observance in the Americas. The Department of State Historical Resource Division has spent $60,000 for site design and planning and has committed $1.25 million to develop the site over the next five years. Staff anticipates that the Historical Resource Division will be requesting additional funding as part of the FY 2016 state budget.

On September 10, 2014, the City of Tallahassee voted to abandon a portion of Goodbody Lane Right-of-Way between Apalachee Parkway and Lafayette Street to effectuate a viable site plan for a restaurant site immediately west of Goodbody Lane. Part of this new site would include an extension of De Soto Park Drive across Lafayette Street to a full access at Apalachee Parkway. This new road will create additional opportunities for broader exposure to the site and that the City and County supports any State efforts to create greater access and exposure to the site. A public hearing for final approval for the abandonment of Goodbody Lane must occur prior to the site plan being approved. It is anticipated that the City will hold this hearing at the end of November.

If the Leon County sales tax extension is approved by voters in November, this proposed project would support the State of Florida in developing the De Soto Winter Encampment site into a tourist destination in the amount of $500,000.

Recommended Change in Florida Statutes
(If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support State funding for the de Soto Winter Encampment a tourist-friendly facility to commemorate America's first Christmas.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs /Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Florida Association of Counties

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

FAC represents 67 counties before the Florida Legislature on issues that have broad statewide appeal, such as the opposition of unfunded mandates or cost shifts to counties (such as the $90 million DJJ cost shift that was passed in 2005 and the $146 million in Medicaid retrospective reconciliation and new billing system changes passed in 2012), growth management, annexation, revenue-sharing, and water management issues. FAC will adopt their 2015 legislative program during their legislative conference from November 19-21, 2014.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support the 2015 FAC legislative program unless specific issues conflict with Leon County's interests.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs/Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Reauthorization of Moving Ahead for Progress in the 21st Century (MAP-21)

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

In 2012, President Obama signed Moving Ahead for Progress in the 21st Century (MAP-21) into law. This legislation provided funding over two years (FY 2013 – FY 2014) in the amount of $105 billion for surface transportation programs in the United States. MAP-21 is the first 'long-term' highway authorization enacted since 2005 was set to expire on September 31, 2014. On July 31, 2014 Congress voted to temporarily extend MAP-21 and provide funding for the Highway Trust Fund (HTF) to ensure its solvency through May 2015. Local governments use this funding to aid with the building and maintaining transportation infrastructure. Counties own and maintain 45% of America's roads (including more than 200,000 bridges), involved in the operation of 27% of public transit systems, however the share of federal and state funding to local governments for highways decreased by 10% between 1998-2011.

Transportation stakeholders and the U.S. Chamber of Commerce argue that raising the gas tax is the most effective way to address the HTF funding issue. There are legislative proposals by the Department of Transportation and the U.S. Senate Environment and Public Works Committee earlier this year to reauthorize MAP-21, however the U.S. House has not introduced a long term bill and is not expected to this year.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support the long-term reauthorization of MAP-21 at or above the current level of funding for surface transportation programs.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs/Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Federal Payment in Lieu of Taxes (PILT) Program

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:
Roughly 62% of counties in the United States have federal land within their boundaries. Although counties cannot collect property tax on federal land, still required to provide essential services for that land. For nearly 40 years, the PILT program has provided funding to counties and municipalities to offset lost tax revenue from federal land within their respective boundaries. On September 18, 2014 Congress passed a short-term funding extension, however the approved Continuing Resolution did not include funding for PILT. NACo hosted a "PILT Fly-In" at the nation's capital for county leaders from across the nation to urge their respective members of Congress to support full FY 2015 PILT funding. This year Leon County received $203,372 from the federal government due to the portion of Apalachicola National Forest in Leon County.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:
Support federal legislation that includes full mandatory funding for PILT in the FY 2015 appropriations package and support a long-term strategy for a sustainable PILT program.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs/Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Waters of the United States

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

On April 21, 2014, the United States Environmental Protection Agency (EPA) and the United States Army Corps of Engineers (Corps) jointly released a new proposed rule entitled, "Definition of Waters of the U.S. Under the Clean Water Act." This rule amends the current definition to expand the range of waters (and their conveyances) that would be subject to federal jurisdiction. The proposed rule would eliminate the distinction between traditional navigable waters (such as lakes, rivers, and streams) and conveyances such as ditches and drains, and would apply regardless of flow or hydrologic connections.

On September 23, 2014, the Board approved a resolution voicing concerns regarding the proposed rule and a copy of the resolution was sent to the EPA and the County's federal delegation. It is the County's position that the proposed EPA rule change will negatively impact the ability to protect those resources and could put undue burden on local governments through onerous permitting requirements.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Oppose the Environmental Protection Agency and the U.S. Army Corps of Engineering proposed rule regarding the definition of "Waters of the U.S.".

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs/ Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Internet Sales Tax

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description: State and Federal priority.

Legislation regarding the implementation of an internet sales tax has been considered in the State Legislature and is currently being considered in Congress. In spring 2013 the United States Senate passed the Market Fairness Act with bipartisan support, however challenges from the United States House have stalled this bill. In an effort to compromise, the United States Senate has introduced a bill (S. 2609) which combines the Marketplace Fairness Act and a ten-year extension of the Internet Tax Freedom Act, which will expire November 1, 2014. If Congress declines to pass internet sales tax legislation, Florida could join the Streamlined Sales and Use Tax Agreement, an interstate compact of twenty-three states that encourages merchants in one member state to collect and submit another member state's sales taxes.

Under current law, individuals who buy goods online are required to remit sales tax to the state individually; however that provision is largely unheeded and not enforced. Economists estimate the state loses out on about $400 million in revenue each year the tax goes uncollected. Purchases from these stores are not subject to sales tax due to the fact that they are not physically located in the state of Florida. The inability to collect an internet sales tax puts local 'brick-and-motor' businesses in Florida at a disadvantage relative to out-of-state online retailers. On May 1, 2014, Amazon began collecting state and local sales taxes for all Florida purchase due to its newly established physical presence in the State. The Florida Retail Association estimates that Amazon will collect as much as $80 million annually from Florida's six percent sales tax.

There is resistance in the Florida Legislature to any legislation that could be perceived as increasing taxes. Enforcing the collection of the sales tax on internet purchases is seen by the Governor and some members of the Legislature as a tax increase. Governor Scott and several legislators advocated for a "revenue natural" approach to the collection of this tax.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Support legislation that promotes an equitable competitive environment between 'brick and mortar' businesses and remote businesses establishments operating in Florida.

Leon County Board of County Commissioners

2015 Legislative Proposal

Contact Information

Department/Division:	Intergovernmental Affairs /Special Projects
Contact Person:	Ken Morris/Cristina Paredes
Email:	paredesc@leoncountyfl.gov Phone: 606-5300
Topic/Project Title:	Use of Federal Correctional Institution Property

Problem / Need

Identify effect on county programs/services and the economic impact.

Priority: ☐ Critical ☒ Important ☐ Anticipated

Description:

On June 14, 2011, the Board authorized Commissioner Desloge to reach out to the Federal Correctional Institution (FCI) for usage of open space adjacent to the FCI facility for Little League baseball fields. The open space is adjacent to Tom Brown Park. The initial response from the Federal Bureau of Prisons indicated that it did not have the authority to grant the County's request. On September 20, 2011, Commissioner Desloge and staff met with FCI Warden Taylor to familiarize him with the County's proposal. At that time, Warden Taylor agreed to support the County's efforts to gain authorization for the use of the property.

On March 7, 2012, Congressman Southerland introduced legislation concerning land conveyance from the Bureau of Prisons to Leon County to be used for additional recreational space at Tom Brown Park. Congressman Crenshaw agreed to co-sponsor the bill. During that time, the House Subcommittee on Crime, Terrorism, and Homeland Security received pushback with regard to the legislation from the U.S. Bureau of Prisons' headquarters in Washington, D.C as the land has not been discharged as 'surplus' property. Previous legislative attempts to convey this land have been unsuccessful.

The County hosted Congressman Southerland on August 20, 2013 for an in-person look at the Tom Brown Park/FCI properties and to discuss the issue of potential County use of the FCI land. The County and the Congressman met with the new FCI warden, Vick Flournoy. Under the direction of the new warden, FCI objects to the County's use of the undeveloped land that lies adjacent to the Tom Brown Park. Previously, staff spoke with the Bureau of Prisons regarding this space; their general counsel stated the space might be needed in the next 15 years for possible expansion of FCI for additional bed space.

Recommended Change in Florida Statutes (If Applicable)

Current Statute of Reference: N/A

Suggested New Language: N/A

Recommended County Position

Recommended Position:

Squire Patton Boggs and County staff have continued to communicate with Department of Justice on this issue, however it is not anticipated that the Bureau of Prisons will convey the additional acreage based on their needs for future expansion. Therefore, staff recommends that the Board remove FCI property and the expansion of Tom Brown Park from its 2015 federal priorities.

RESOLUTION NO. 14-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, EXPRESSING SUPPORT AND URGING THE FLORIDA HOUSE OF REPRESENTATIVES, THE FLORIDA SENATE, AND GOVERNOR SCOTT, TO FULLY SUPPORT MEDICAID EXPANSION

WHEREAS, the Leon County Board of County Commissioners is dedicated to protecting and improving the quality of healthcare for their citizens; and

WHEREAS, according to the most recent data from the American Community Survey of the United States Census Bureau, an estimated 3.8 million Floridians under the age of 65 have no health insurance; and

WHEREAS, more than 1.9 million adults in Florida have incomes at or below 138 percent of the federal poverty line; and

WHEREAS, the 111th United States Congress passed the Patient Protection and Affordable Care Act of 2010 ("Affordable Care Act"), and on March 23, 2010, the President of the United States signed the bill into law; and

WHEREAS, one of the key provisions of the Affordable Care Act required states to expand Medicaid to a minimum national eligibility threshold of 138 percent of the federal poverty level effective January 1, 2014, however this provision was not upheld by the United States Supreme Court, giving the decision to the States whether or not to expand Medicaid; and

WHEREAS, under the Affordable Care Act, the federal government would fund Medicaid expansion at 100 percent for three years; and

WHEREAS, the State would gradually be required to pay a share of the costs of Medicaid expansion starting in the fourth year, starting at five percent in calendar year 2017 with a peak state contribution of 10 percent in calendar year 2020; and

WHEREAS, the beneficiaries of Medicaid expansion will include many of the most disadvantaged Floridians and their families in our community and state who are living at or below the poverty line; and

WHEREAS, in the 2013 session, the Florida Legislature did not approve Medicaid expansion; and

WHEREAS, estimates indicate that if the Florida Legislature decides to expand Medicaid, Florida could receive as much as $50 billion in federal funding to provide health coverage for approximately one million Florida residents over the next decade pursuant to the Affordable Care Act; and

WHEREAS, the failure to enact Medicaid expansion will be detrimental to the health of those Floridians who need it most; and

WHEREAS, Medicaid expenses are the responsibility of the federal and state governments, Leon County will oppose increasing the burden on the counties to expand this program in the future.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. Leon County urges the Florida Senate, the Florida House of Representatives, and Governor Scott to expand Medicaid during the 2014 Legislative Session.

2. This resolution shall take effect immediately upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 25th day of February 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

LEON COUNTY
Capitol Report
2015 End of Session Report
June 23, 2015

Provided by:

Capitol Alliance Group
106 E. College Ave, Suite 640
Tallahassee, FL 32301

NEWS FROM THE CAPITOL

Special Session Comes To a Close

The Florida Legislature officially passed a **$78.7 billion** budget a day early Friday evening, June 19th, ending a 21 day special session that may have cost several hundred thousand dollars and ended difficult budget negotiations that were over 6 months in the making. The Florida Senate passed the budget 37-0, while the House passed it 96-17 with a few Democrats in opposition.

The special session started June 1st, 28 days after the close of the regular session on March 1. The session was unique historically, with the House gaveling to a close 3 days before the formal end to their constitutionally mandated 60 day session schedule. The major roadblocks affecting the meltdown included a split over $4 billion federal funding, including Medicaid expansion and the federal government's decision to rescind funding for the state's Low Income Pool. With the state's new fiscal year starting July 1st, Gov. Rick Scott signed the budget Tuesday morning, slashing a record **$461,387,164 million** in vetoes quickly drawing criticism from veteran legislators.

The Capitol Alliance Group team worked diligently on a wide range of issues for Leon County and will continue to analyze the impact of this year's budget on the county, its businesses, schools, organizations and citizens.

I. POLICY NEWS FROM THE CAPITOL

➢ Lawmakers Strike Deal, Pour $301 million into Last-Minute Projects

House and Senate budget negotiators struck a deal on a state spending plan Monday just before midnight, pouring **$301 million** into projects at the last minute and closing out one of the more-raucous legislative debates in recent years.

In a final negotiating session that started about 11:15 p.m. Monday, House Appropriations **Chairman Richard Corcoran, R-Land O' Lakes**, and Senate Appropriations **Chairman Tom Lee, R-Brandon**, went through more than 100 pages of offers ranging across the state budget. Included in the documents were the final spending figures for public and higher education, as well as dozens of pages of details that comprise the fine print of the budget.

Also included in the budget: **$151 million** from the House and **$150 million** from the Senate in "supplemental" or additional funding for initiatives ranging from **$6.8 million** for school uniforms to **$2.4 million** for a line item simply entitled "springs" to **$5 million** for the Florida Association of Free and Charitable Clinics.

➢ Scott Signs $78 billion Budget, Vetoes More Than $461 million Projects

Florida Gov. Rick Scott signed the state's **$78 billion** budget on Tuesday morning, vetoing more than **$461 million** in projects as part of the process. The Governor needed to sign the budget before June 30, the end of the fiscal year, to avert a government shutdown.

State lawmakers approved the spending plan last Frida, June 19th. The approval came on the final day of a 20-day special session to address the state budget. In the final hours of negotiations, lawmakers included more than **$300 million** in last minute spending requests in the budget.

➢ More Than 1,100 State-Employee Positions Cut

The budget, passed by the House and Senate last week, eliminates **1,142 positions** and adds 326 positions, for a **net loss of 816 employees**. Among the agencies hardest hit are the Department of Health, which lost 813 positions, most of which are vacant or were expected to be vacant by July 1 under normal attrition. The Department of Environmental Protection, which lost 120 positions, and the Agency for Health Care Administration, which lost 81 positions.

The final budget was different than the Governor's proposal. Under Governor Rick Scott's proposed $77-billion budget, he recommended cutting 1,353 full-time equivalent positions and one-time funding of 28 positions. His budget would have added 363 positions, for a net decrease of 1,018 FTEs. If Scott has his way, the number of state-agency positions would drop from 114,502 to 113,484, a reduction of less than 0.90 percent.

Under Scott's plan, most of the cuts would have come from the Department of Health, which would have lost 758 positions, including 215 filled slots. More than a quarter of the positions Scott wanted to eliminate were filled, though the Governor's Office has said the "vast majority" of the positions would have been vacant by July 1.

The budget, passed by the House and Senate last week, eliminates 1,142 positions and adds 326 positions, for a net loss of 816. Among the agencies hardest hit are the Department of Health, which lost 813 positions, most of which are vacant or were expected to be vacant by July 1 under normal attrition. The Department of Environmental Protection, which lost 120 positions, and the Agency for Health Care Administration, which lost 81 positions.

Agencies that picked up job slots include the Department of Corrections, which added 163 positions, the Department of Legal Affairs, which added 48 positions, and the Florida Department of Law Enforcement, which added 42 positions.

Florida's state-agency workforce is the smallest and the least expensive per capita in the nation. Last fiscal year, the state had 108 state employees per 10,000 residents; the national average was 211, according to the most recent state workforce report. The cost of the state workforce was $37 a month for each Floridian; the national average was $76. The number of state-agency workers dropped from 105,031 in mid-2010 to 89,686 as of June 30.

The number of state-agency positions now totals 113,687, down from 114,503, according to budget documents. Leon County was home to 19,442 state employees making up nearly 22 percent of the state workforce as of June 30, 2014, according to the Department of Management Services.

- **Lawmakers Strike Deal On Economic Development**

Negotiators from the House and Senate slashed almost **$60 million** in economic development spending in their final budget conference.

As a result, dozens of projects and some larger items were trimmed or eliminated entirely. Almost 60 spending initiatives were reduced in the final hours, cutting nearly **$58.3 million** from House or Senate proposals.

The largest target was a Senate proposal to set aside **$10 million** in incentives for the film entertainment industry. That program was eliminated entirely in the final agreement. House Appropriations Chairman at large, **Richard Corcoran, R-Land O' Lakes**, suggested that the proposal for an "entertainment action fund" should be considered during regular session.

- **Water Projects**

As expected, the House and Senate closed out their budget late Monday evening, just before midnight, and completed all of the outstanding issues, with water projects being left as one of the last issues being resolved and funded. This year's funding request for water projects was highly oversubscribed with close to **$1 billion** requested for **$50 million** in allocation. Many projects never made the funding list.

Unfortunately, the Governor vetoed many of the water projects, including the two in Leon County.

The two Leon County area projects that received funding were **Centerville Trace** received **$250,000** and **Tallahassee Lower Central Drainage Ditch Erosion Control** got **$409,620.** Although disappointed that we did not receive any funding for **Woodville Sewer Project**, we were realistic when told the **$3 million** ask was too high a percentage of the total funding to be possible. The average funding level per project was **$220,000.**

Unfortunately, these two projects funded were **vetoed** by the Governor Tuesday morning, along with more than 50 others that were funded in the budget, stating that these projects did not provide a clear ROI on state investment. Many water projects were slashed down the line, with very few unscathed by the veto pen.

- **No Money For State Workers**

More than **$300 million** worth of projects and spending that hadn't been there before found its way into a final budget deal just before the clock struck midnight on the last day of budget negotiations.

However, despite the strong vocal support of Rep. Alan Williams and Senator Bill Montford, the one thing that wasn't included in the **$78.7 billion** state spending plan the House and Senate passed is a pay raise for state employees, other than some limited increases for firefighters and highway-patrol officers.

State workers have had one pay raise over the past eight years --- a $1,400-a-year pay hike for those who earn less than $40,000, and $1,000 for those who earn more than $40,000, which kicked in late in 2013. The increases may not have covered the 3 percent state workers were forced to contribute to their retirement plans starting in 2011.

- **DJJ Funding**

House and Senate budget writers agreed on solution to a long-running dispute between the state and counties about who pays to lock up juvenile offenders. The counties and the state Department of Juvenile Justice have repeatedly battled about how to split the tab under a 2004 law that requires counties to pay "pre-disposition" costs associated with juvenile offenders who are waiting for their cases to be resolved in court.

Lawmakers from both chambers united behind a **57-43 split** — the counties would pay 57 percent, the state 43 percent — with no back payments for money that counties contend they overpaid in the past.

That's a long way from the 50-50 split the counties almost got in 2014. During this year's budget talks, counties still hoped for that split and wanted reimbursement for past years.

The counties have long argued that their costs for juvenile detention amounted to an unfunded mandate. While the 2004 law requires counties to pay "pre-disposition" costs, the department pays the costs of detaining youths whose cases have been decided — known as "post-disposition." But counties and the state have never agreed on what those terms meant.

For several years, the rulings favored the counties. In 2012, Administrative Law Judge W. David Watkins ruled against the state, and the 1st District Court of Appeal upheld his decision the following year.

- **Scott Signs Trimmed Tax Cut Package**

Gov. Rick Scott signed into law a wide-ranging **$428.9 million** tax cut package that will reduce costs on cell-phone bills, cable TV bills, gun club memberships, college textbooks and luxury boat repairs.

The signing came a day after the measure **(HB 33A)** was overwhelmingly approved by the House and Senate.

For many Floridians, the biggest checkbook item may be a reduction in the communications-services tax on cell-phone and cable-TV bills. The savings are projected at $20 a year for people paying $100 a month for the services.

The package, which also includes a 10-day tax "holiday" in August for back-to-school shoppers, is projected by state economists to cut revenue by **$372.4 million** in the fiscal year that begins July 1.

The savings are expected to reach **$428.9 million**, as the package includes two years of tax credits for housing opportunities for people with special needs and will allow businesses within soon-to-be eliminated enterprise zones to continue receiving available tax breaks if they have already entered into contracts.

Cuts to taxes and fees, with a focus on reducing the communications-services tax, were one of Scott's priorities for the regular legislative session.

Scott, who campaigned in 2014 on reducing taxes by $1 billion over the next two years, had asked lawmakers to reduce taxes and fees this spring by $673 million, with a request for the communication-services tax to go down by 3.6 percentage points. Under that proposal, the savings on a $100-a-month cable TV bill was projected at $40 a year.

However, the House, before abruptly ending its regular session, was unable to get the Senate to approve a $690 million tax-cut proposal that included the larger cut to cell-phone and cable-TV bills. Through the changes, the permanent reduction in the communications-services tax was set at 1.73 percentage points.

The package provides tax exemptions on certain agricultural uses, large boat repairs, gun-club memberships, school extracurricular fundraisers, aviation fuel for certain flight-training academies, and on motor vehicles purchased overseas by internationally deployed service members from Florida.

There are tax credits for businesses involved in Brownfields cleanup and a one-year extension of the Community Contribution Tax Credit Program, setting aside $19 million

for projects that offer housing opportunities for special-needs individuals and low-income households.

The measure also will eliminate sales taxes on college textbooks for a year and establish a 10-day sales-tax holiday starting Aug. 7 on clothing under $100, school supplies that cost $15 or less and the first $750 of personal computers purchased for non-commercial use.

- **Florida House Votes To Keep Low Health Insurance Premiums**

The Republican-controlled Florida House voted along party lines to retain – for now – the rates that Gov. Rick Scott and thousands of state workers are currently paying for health insurance.

Legislation **(HB 21)** sponsored by **Rep. Jason Brodeur** would have changed slightly the amounts paid by rank-and-file workers depending on whether they enroll in a health maintenance organization or a preferred provider organization**. Brodeur** said the bill "right prices" the offerings to state workers and reflects the fact that HMOs and PPOs cost differently. The bill also called for expanding the types of coverage by 2018 and sharing any savings with employees if they choose a lower-cost option. Democrats opposed the legislation, saying it would eventually lead to higher costs for state workers.

The bill was subsequently killed in the Senate.

Nearly **30,000** people in state government, including the Governor, staff at the Florida Legislature and Attorney General Pam Bondi, pay either **$8.34** a month for individual coverage or $30 a month for family coverage. Rank-and-file state workers pay **$50** a month for individual coverage or **$180** a month for family coverage. House and Senate members also pay this rate.

Scott has proposed requiring all state workers to pay the same amount, but his suggestion has been rejected for five straight years.

The measure to freeze the premiums was included in a sweeping overhaul of the state health insurance program that covers nearly **400,000** state workers, their families and retirees. If it would have become law, the amount would have stayed the same for the rest of this year and 2016.

Most of the debate over the bill focused on sections that called for revamping the type of coverage and offerings available for state workers. Employee premiums are usually set each year in the overall state budget.

- **HB 209/SB 668-Fire Services Surtax**

The Capitol Alliance Group team worked with the county, legislators, and committee staff directors to draft a slight revision on the inter-local issue for the

emergency fire rescue services surtax in this legislation, which eventually passed. A concern was raised that the bill language might cause duplicate taxation for fire services should Leon County move forward with a fire services surtax in the fall. The bill was later deemed non-threatening by county staff, thus we stood down on altering the legislation. The bill passed and was subsequently signed by the Governor.

- **HB 391/SB 896 - Relocation of Utilities**

The Capitol Alliance Group team worked hard in conjunction with the Florida Association of Counties to defeat the legislation, informing legislators on how the bills shift the financial responsibility of relocating private utilities within county rights-of-way from the utility companies to the County.

- **Amendment 1 Backers Sue Legislature**

Environmental group Earth Justice is suing the Florida Legislature and its leaders over their budget's use of money set aside for conservation by Amendment 1.

The lawsuit filed in Leon County on Monday, June 22nd against Senate President Andy Gardiner and House Speaker Steve Crisafulli alleges that almost half of the Amendment 1 money in the budget is being used for purposes that aren't permitted under state law.

The issue has drawn significant controversy since 75 percent of voters supported Amendment 1 last November. The amendment directs more than $700 million to be spent on conservation.

The lawsuit was filed on behalf of the Florida Wildlife Federation, the St. Johns Riverkeeper, and the Environmental Confederation of Southwest Florida.

The ballot initiative, which voters overwhelmingly approved in November, requires for the next 20 years that 33 percent of the proceeds from documentary-stamp taxes go for land and water maintenance and acquisition across Florida.

For the upcoming year, funding under Amendment 1 for such land and water programs will grow to more than **$740 million**, from around **$470 million** in the current budget year that ends June 30.

Lawmakers exited budget talks saying they had set aside **$81.8 million** for Everglades restoration, **$55 million** to buy land and **$47.5 million** in funding for restoration of the state's natural springs. However, some of the numbers are hazy. The most notable is the **$20 million** allocation for the restoration of the Kissimmee River, of which about **$2 million** is anticipated for buying land.

The Senate rejected efforts by the House and some senators to increase money for land acquisition and to allow the money to be bonded to generate even more. A number of

Republican lawmakers have argued that the state needs to first maintain the land already within public domain.

Backers of Amendment 1 contend lawmakers "ignored" the desires of voters by using a boost in environmental funding to cover the costs of daily state operations while setting aside too little for land buying.

II. LOCAL PROJECTS THROUGH BUDGET PROCESS BUT VETOED

With budget negotiations interrupted by gaping health care funding holes and ideological rifts, local projects had to take what they could get this legislative session.

Legislators had a **$1 billion** surplus, but **$400 million** was given to hospitals to make up for the loss of federal dollars for low-income patients.

Education

FAMU stood to lose $5 million of performance funding bonus received last year, however they received $2.5 million of that restored to base.

FAMU received top 2 PECO priorities; No other SU did such.

FAMU Student Success Support Services - $1 million (asked for $5.5 million)

FSU- Rural Care Residency Program - $3 million – **VETOED**

FSU Earth, Ocean Atmospheric Sciences Building - $5 million (asked for $36.1 million)- **VETOED**

FSU College of Medicine - Medical education facility to train physicians for rural and underserved Areas - $3 million – **VETOED**

Florida Catastrophic Storm Risk Management Center at Florida State University - $1.5 million - **VETOED**

Preeminence funding : FSU - Base: $20 million; New: $5 million

New performance funding: FSU - $16.7 million; FAMU: $0

Tallahassee Community College, Wakulla Environmental Institute Land; $1,230,000 – **VETOED**

Trails, Jail Programs and Museums

Camp Gordon Johnston WWII Museum - $500,000 - **VETOED**

Tallahassee Regional Hazardous Materials Response Team - $495,000 - **VETOED**

Orchard Pond Parkway Trail - $400,000 - **VETOED**

Restoration of St. Marks Lighthouse - $250,000 - **VETOED**

St. Marks River Boardwalk - $200,000 - **VETOED**

Tallahassee Urban League - Taylor House Museum Project - $150,000 - **VETOED**

Jake Gaither House Museum - $125,000 – **VETOED**

Capital Region YMCA Family Recreational Complex - $75,000 - **VETOED**

Pay Increases for Forestry Firefighters - $1,557,684 – **VETOED**

Veterans Progress Villas - $550,000 - **VETOED**

What the Legislature Did Not Fund:

Planning phase of FSU Interdisciplinary Research and Commercialization Building - $5 million

FSU STEM teaching lab planning phase - $2.2 million

FAMU land acquisition projects - $6.5 million

FAMU support for sustainability and agriculture activities - $3 million

III. WHAT PASSED & FAILED IN 2015 LEGISLATIVE SESSION

Bills that passed and failed in the 2015 legislative session. To become law, bills must not be vetoed by **Gov. Rick Scott.**

Criminal Justice

CAPITAL FELONIES (FAILED): Requires unanimous verdict of all 12 jurors in capital felony cases to recommend death sentence. (SB 664/HB 139)

CONFIDENTIAL INFORMANTS (FAILED): Requires police to tell confidential informants their legal rights and makes negligence of informants a felony. (SB 372/HB 267)

CIVIL CITATIONS (SIGNED INTO LAW): Allows police officers to issue civil citations to young people who have already committed a nonviolent offense. (SB 378)

DEATH PENALTY (FAILED): Abolishes capital punishment in Florida. (SB 1322/HB 4003)

'GROVELAND FOUR' (FAILED): Apologizes to families of four unarmed black men and boys killed by white sheriffs' deputies in Groveland in 1949. (SB 1332)

PRISONS (FAILED): Increases oversight of state prisons and creates penalties for guards who abuse inmates. (SB 7020)

TICKET QUOTAS (SIGNED INTO LAW): Prohibits police departments from using ticket quotas to generate revenue. (SB 264)

SEXUAL OFFENSES (SIGNED INTO LAW): Extends statute of limitations for rape cases. (HB 133)

BODY CAMERAS (SIGNED INTO LAW): Shields video taken by police body cameras on private property from disclosure under public record laws. (SB 248)

Economy

ECONOMIC INCENTIVES (FAILED): Limits use of state money for incentives to attract jobs and prohibits incentive payments until goals are met. (SB 1214/HB 5401)

AMERICAN FLAGS (SIGNED INTO LAW): Requires state, counties and cities to buy only American-made U.S. flags by 2016. (HB 225)

BEER GROWLERS (SIGNED INTO LAW): Allows Florida craft breweries to sell beer in 64-ounce "growlers." (SB 186)

EQUAL PAY (FAILED): Requires that women get equal pay with men on state contracts. (SB 98/HB 25)

ENTERPRISE ZONES (FAILED): Extends program of tax incentives to businesses that create jobs in areas with high unemployment, poverty and crime. (HB 903/SB 392)

FILM INCENTIVES (FAILED): Restructures tax credits for movie and TV productions and eliminates the first-come, first-served system in place now. (HB 451/SB 1046)

Education

CAMPUS GUNS (FAILED): Repeals an existing law banning concealed weapons from college campuses. (HB 4005/SB 176)

CHARTER SCHOOLS (FAILED): Requires school districts to share construction and maintenance money with charter schools. (HB 7037)

CHOICE (FAILED): Allows students to attend any school in the state that has space. (HB 1145/SB 1552)

CLASS SIZE (FAILED): Gives school districts flexibility to meet the constitutionally mandated limits on class size. (HB 665/SB 818)

COLLEGE PRESIDENTS (FAILED): Creates public records exemption for state college and university presidential searches. (SB 182/HB 223)

COLLEGE AFFORDABILITY (FAILED): Eliminates the sales tax on textbooks; requires colleges and universities to publish the price of each class before the semester begins. (HB 7125/SB 938)

COACHES (FAILED): Requires the immediate termination of any coach who is ejected from an organized athletic event involving children 12 or under. (HB 479/SB 238)

CONSERVATIVE MOVIE (FAILED): Requiring all middle schools and high schools to show students the film "America: Imagine the World Without Her." (HB 77/SB 96)

DIGITAL CLASSROOMS (FAILED): Requires the development of a five-year plan to address technology needs in public schools. (HB 1264/SB 7050)

K-12 GUNS (FAILED): Allows designated schools employees to carry concealed weapons on school grounds. (HB 19/SB 180)

PRINCIPAL AUTONOMY (FAILED): Creates a pilot program giving certain principals more freedom over budget and hiring decisions. (HB 357/SB 1552)

TESTING (SIGNED INTO LAW): Scales back testing in public schools, puts school grades on hold until the new Florida Standards Assessments are deemed valid, enables districts to start school as early as Aug. 10. (HB 7069)

UNIFORMS (FAILED): Encourages school districts to adopt mandatory school uniform policies for grades K-8 by providing a cash incentive. (HB 7043/SB 1474)

TEACHER SALARIES (FAILED): Sets $50,000 minimum salary for new teachers. (SB 280/HB 261)

COLLEGE NAMES (FAILED): Changes names of some Florida colleges by dropping the word "state" from their titles. (SB 1252)

Elections

ONLINE REGISTRATION (SIGNED INTO LAW): Requires state to create online voter registration system by October 2017. (SB 228)

MAIL BALLOTS (FAILED): Allows cities to hold elections in which all ballots are cast by mail. (SB 7064/HB 1161)

CIVIL RIGHTS (FAILED): Allows constitutional amendment so that convicted felons can automatically regain the right to vote. (SB 208)

PRESIDENTIAL PRIMARY (SIGNED INTO LAW): Sets March 15, 2016 as date of next presidential preference primary in Florida. (HB 7035)

WRITE-IN CANDIDATES (FAILED): Repeals requirement that write-in candidate reside within the district represented by office sought at time of qualification. (SB 840/HB 4043)

General Government

IMMIGRANT DRIVERS (FAILED): Allows undocumented immigrants to obtain Florida driver licenses. (SB 300)

SEXUAL ORIENTATION (FAILED): Prohibits state-licensed counselors from attempting to change a minor's sexual orientation. (SB 204/HB 83)

PLANNING COUNCILS (FAILED): Reduces regional planning councils from 11 to 10 and abolishes Withlacoochee council in Ocala. (SB 484/HB 873)

MELON HAULERS (FAILED): Exempts operators of melon hauling vehicles from having to obtain commercial driver licenses. (SB 1072/HB 831)

TUPELO HONEY (FAILED): Designates tupelo honey as official state honey. (SB 556)

PUBLIC UTILITIES (SIGNED INTO LAW): Reforms Public Service Commission, including setting term limits. (HB 7109)

TAX CUTS (SIGNED INTO LAW): Cuts about $400 million in taxes, including through sales tax holidays. (HB 33A)

TAXPAYERS' EMAILS (SIGNED INTO LAW): Keeps confidential the email addresses of taxpayers who receive electronic tax notices from county tax collectors. (SB 200)

INSPECTORS GENERAL (SIGNED INTO LAW): Requires national searches to replace vacant inspector general positions in agencies under control of governor. (HB 371)

Guns

BACKYARD GUNS (FAILED): Prohibits backyard recreational gun use. (HB 623)

EVACUATIONS (SIGNED INTO LAW): Allows people to carry concealed weapons without a license during emergency evacuations. (SB 290)

Health

ABORTIONS (SIGNED INTO LAW): Requires 24-hour waiting period and at least one in-person doctor appointment before an abortion. (HB 633)

KIDCARE (FAILED): Eliminates five-year waiting period for lawfully residing immigrant children seeking to enroll in Florida's subsidized health insurance program. (SB 294/HB 829)

MEDICAID EXPANSION (FAILED): Creates a state-run marketplace for private health insurance available to low-income Floridians who work and pay small monthly premiums. (SB 2A)

NURSES (FAILED): Allows advanced registered nurse practitioners to prescribe and dispense medications. (HB 27A)

RIGHT MEDICINE (FAILED): Creates a commission to review insurance plans that limit therapies and pharmaceuticals. (SB 784/HB 863)

RIGHT TO TRY (SIGNED INTO LAW): Allows terminally ill patients to try experimental treatments. (HB 269)

TELEMEDICINE (FAILED): Creates standards for telemedicine and using web and videoconferencing technology to treat patients. (HB 545/SB 478)

TRANSGENDER BATHROOMS (FAILED): Prohibits transgender people from using restrooms aligned with their gender identity. (SB 1464 /HB 583)

Other

CUBA (PASSED): Memorial to rebuke President Barack Obama's decision to open diplomatic relations with Cuba, opposes the potential opening of a Cuban consulate in Florida. (SM 866)

DRONES (SIGNED INTO LAW): Bans surveillance of private property using unmanned flying drones. (SB 766)

GUARDIAN ROTATION (SIGNED INTO LAW): Encourages courts to use a rotation system to appoint guardians to manage the affairs of incapacitated senior citizens. (SB 318)

GUARDIAN RULES (FAILED): Establishes a new Office of Public & Professional Guardians to review allegations of fraud and abuse involving guardians who manage the affairs of incapacitated senior citizens. (HB 1225/SB 1226)

PLASTIC BAGS (FAILED): Allows coastal communities with fewer than 100,000 residents to develop pilot programs to limit the use of plastic bags. (HB 661/SB 966)

POOL SAFETY (FAILED): Establishes a commission to study potential electrical hazards around swimming pools. (HB 795/SB 926)

TEXTING (FAILED): Makes texting while driving a primary offense, allowing officers to pull people over for doing so. (HB 1/SB 192)

RENTAL CARS (FAILED): Requires non-residents who rent cars in Florida to buy liability insurance. (SB 976/HB 819)

ADOPTION (SIGNED INTO LAW): Allows gay people to adopt children. (HB 7013)

RELIGIOUS PROTECTIONS (FAILED): Allows adoption agencies to refuse service based on religious convictions. (HB 7111)

WATER (FAILED): Changes regulations for water pollution and springs. (HB 7003)

Contact Information:

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RESOLUTION NO. 15-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING PROPOSED LEGISLATION PROVIDING A STATEWIDE PROHIBITION ON HYDRAULIC FRACTURING, ACID FRACTURING, AND WELL STIMULATION PERFORMED FOR THE PURPOSE OF EXPLORATION OR PRODUCTION OF OIL OR NATURAL GAS IN THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Leon County Board of County Commissioners takes great pride in supporting the highest quality of life among Leon County residents; and

WHEREAS, the Leon County Board of County Commissioners is dedicated to protecting and improving our most precious natural resources; and

WHEREAS, hydraulic fracturing, also known as well stimulation, may involve the use of hundreds of chemicals, some of which are known to be carcinogenic or could otherwise be harmful to human beings; and

WHEREAS, exposure to the chemicals used in well stimulation treatments may pose a widespread and significant risk to public health and the State of Florida's most precious natural resources; and

WHEREAS, hydraulic fracturing may involve the use of substantial amount of freshwater at a time when many Florida local governments are struggling with the impacts that water scarcity may have in the state in the near future; and

WHEREAS, hydraulic fracturing may result in emission of greenhouse gases, such as carbon dioxide and methane, all of which would further exacerbate climate change and its impact to Florida's economic and environment; and

WHEREAS, hydraulic fracturing may harm wildlife, including species that are protected under federal and state endangered species laws, and

WHEREAS, the prohibition of such practices will help protect the public health, safety and welfare of the state.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Leon County, Florida, that:

1. The Leon County Board of County Commissioners supports proposed legislation on a statewide ban on the use of hydraulic fracturing, acid fracturing and well stimulation treatments performed for the purposes of exploration and production of oil or natural gas in the State of Florida due to the potential harmful impacts on the public health, environment and natural resources of Leon County.
2. The Leon County Board of County Commissioners will send a copy of the approved resolution to the Governor, the Speaker of the House, the Senate President, and the Leon County State Legislative Delegation.
3. This resolution shall take effect immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 10th day of March, 2015.

LEON COUNTY, FLORIDA

BY: Mary Ann Lindley
Mary Ann Lindley, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: John Stott, Deputy Clerk

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

RESOLUTION NO. 15-17

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING THE POSITION OF THE PRESIDENTS OF FLORIDA STATE UNIVERSITY, FLORIDA A&M UNIVERSITY, AND TALLAHASSEE COMMUNITY COLLEGE OPPOSING PROPOSED LEGISLATION ALLOWING CONCEALED CARRYING OF A WEAPON OR FIREARM INTO ANY COLLEGE OR UNIVERSITY FACILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Leon County Board of County Commissioners takes great pride in supporting the highest quality of public safety among Leon County residents; and

WHEREAS, the Leon County Board of County Commissioners recognizes the significant student population unique to the Leon County area; and

WHEREAS, s. 790.06(12)(a)13., Fla. Stat., prohibits the carrying of a concealed firearm into any college or university facility; and

WHEREAS, proposed legislation has been introduced during the 2015 Florida Legislative Session which would repeal s. 790.06(12)(a)13., Fla. Stat., effectively allowing the carrying of a concealed weapon or concealed firearm into any college or university facility by those with a valid concealed weapons or concealed firearms license; and

WHEREAS, the Presidents of Florida State University, Florida A&M University, and Tallahassee Community College oppose allowing the concealed carrying of a weapon or firearm into any college or university facility; and

WHEREAS, the Leon County Board of County Commissioners supports the positions of the Presidents of Florida State University, Florida A&M University, and Tallahassee Community College regarding the carrying of concealed firearms in college and university facilities.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Leon County, Florida, that:

1. The Leon County Board of County Commissioners supports the position of the Presidents of Florida State University, Florida A&M University, and Tallahassee Community College opposing proposed legislation which would allow the concealed carrying of a weapon or firearm into any college or university facility.

2. The Leon County Board of County Commissioners will deliver a copy of this resolution to the Governor, the Speaker of the Florida House of Representatives, the President of the Florida Senate, and the members of the Leon County State Legislative Delegation.

3. This resolution shall take effect immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this 10th day of March, 2015.

LEON COUNTY, FLORIDA

BY: Mary Ann Lindley
Mary Ann Lindley, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: John Stott, Deputy Clerk

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

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

CORRECTED

RESOLUTION No. 15-15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING INITIATIVES BY LOCAL GOVERNMENTS IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON OUR ENVIRONMENT

WHEREAS, Leon County is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is so vital to the economy of Leon County and the State of Florida; and

WHEREAS, plastic bags are detrimental because they do not fully degrade in our oceans or land environment and they introduce unsafe chemicals into our environment; and

WHEREAS, plastic bags create the potential for death of land and marine animals through entanglement and ingestion; and

WHEREAS, the expansive usage of single-use shopping bags and their typical disposal rates creates an impediment to the County's waste reduction and recycling goals while creating unsightly litter; and

WHEREAS, single-use plastic bags are difficult to recycle and frequently contaminate material that is processed through the County's curbside recycling program; and

WHEREAS, reusable bags are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, the Board of County Commissioners acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the public interest for the Board of County Commissioners to encourage and enable the location of a viable reusable bag manufacturing operation in the State of Florida; and

WHEREAS, it is in the public interest for the Florida Legislature to provide statewide deregulation of the proliferation of single-use shopping bags; and

WHEREAS, if the State does not act to regulate the proliferation of single-use shopping bags the

Board of County Commissioners would like to potentially enact regulations governing the use of plastic checkout bags;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

SECTION 1. Leon County is committed to the long-term goal of reducing the harms of plastic pollution on our fragile environment and committed to ensuring a thriving, attractive and safe environment for current and future residents and tourists.

SECTION 2. Leon County does hereby support initiatives to lessen the negative impact of single-use plastic bags specifically, and supports the promotion of reusable shopping bags as the best alternative to single-use plastic or single-use paper bags.

SECTION 3. Leon County supports the State Legislature's action to allow local municipalities in the State of Florida to regulate their own local communities in an effort to alleviate the harms cause by single-use shopping bags; and, therefore, Leon County opposes any statewide preemption on local efforts to determine the best course of action with regards to protection of the local environment and tourism economy.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 10 day of March, 2015.

LEON COUNTY, FLORIDA

BY: Mary Ann Lindley

Mary Ann Lindley, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: John Stott, Deputy Clerk

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

BY: _____
Herbert W. A. Thiele
County Attorney

RESOLUTION No. 15-15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING INITIATIVES BY LOCAL GOVERNMENTS IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON OUR ENVIRONMENT

WHEREAS, Leon County is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is so vital to the economy of Leon County and the State of Florida; and

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WHEREAS, plastic bags create the potential for death of land and marine animals through entanglement and ingestion; and

WHEREAS, the expansive usage of single-use shopping bags and their typical disposal rates creates an impediment to the County's waste reduction and recycling goals while creating unsightly litter; and

WHEREAS, single-use plastic bags are difficult to recycle and frequently contaminate material that is processed through the County's curbside recycling program; and

WHEREAS, reusable bags are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, the Board of County Commissioners acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the public interest for the Board of County Commissioners to encourage and enable the location of a viable reusable bag manufacturing operation in the State of Florida; and

WHEREAS, it is in the public interest for the Florida Legislature to provide statewide deregulation of the proliferation of single-use shopping bags; and

WHEREAS, if the State does not act to regulate the proliferation of single-use shopping bags the

Board of County Commissioners would like to potentially enact regulations governing the use of plastic checkout bags;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

SECTION 1. [Name of Municipality] is committed to the long-term goal of reducing the harms of plastic pollution on our fragile environment and committed to ensuring a thriving, attractive and safe environment for current and future residents and tourists.

SECTION 2. [Name of Municipality] does hereby support initiatives to lessen the negative impact of single-use plastic bags specifically, and supports the promotion of reusable shopping bags as the best alternative to single-use plastic or single-use paper bags.

SECTION 3. [Name of Municipality] supports the State Legislature's action to allow local municipalities in the State of Florida to regulate their own local communities in an effort to alleviate the harms cause by single-use shopping bags; and, therefore, [Name of Municipality] opposes any statewide preemption on local efforts to determine the best course of action with regards to protection of the local environment and tourism economy.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 10th day of March, 2015.

LEON COUNTY, FLORIDA

BY: Mary Ann Lindley

Mary Ann Lindley, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOB INZER, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: John Stott, Deputy Clerk

APPROVED AS TO FORM:

OFFICE OF THE COUNTY ATTORNEY
LEON COUNTY, FLORIDA

BY: _____
Herbert W. A. Thiele
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To: Leon County Board of Commissioners

From: Squire Patton Boggs (US) LLP

Date: June 1, 2015

Subject: May/June Monthly Report

This memo provides an overview of Congressional and Executive Branch activities relevant to Leon County during the month of May and the beginning of June. We are also ***attaching*** under separate cover a more detailed legislative and regulatory update for the first five months of the 114th Congress.

FY 2016 Appropriations Update

For background, 12 appropriations bills fund all sectors of the federal government and contain funding for programs of interest to Leon County, such as: PILT, TIGER, Veterans programs, Community Development Block Grants (CDBG), homelessness programs, economic development projects, justice funding and national cemetery funding, to name a few.

Prior to adjourning for the Memorial Day recess, the House passed three FY 2016 appropriations bills – Energy and Water (H.R. 2028), Legislative Branch (H.R. 2550), and Military Construction-Veterans Affairs (H.R. 2029). Additionally, the Commerce-Justice-Science and Transportation-Housing bills were cleared by the full appropriations committee and the Defense subcommittee marked up its bill. Meanwhile, the Senate Appropriations Committee, which typically lags several weeks behind the House in commencing its appropriations work, approved its Energy and Water and Military Construction-Veterans Affairs spending bills just before the recess. By this time last year, the House had passed only one appropriations bill and the Senate was on a similar pace with only two out of full committee.

The House will debate the Commerce-Justice-Science (CJS) and the Transportation and Housing (T-HUD) FY 2016 Appropriations Bills on the floor this week. Both bills adhere to the sequester's spending limits, even though President Obama has threatened to veto any appropriations bills that do not adjust the caps.

The CJS bill would provide $51.4 billion in discretionary budget authority, $1.3 billion more than the FY 2015 level, but $661 million less than the President's FY 2016 Budget Request.

The T-HUD bill would appropriate $108.7 billion for the Transportation and the Housing and

Urban Development agencies. The total includes $55.3 billion in discretionary spending subject to the spending caps and $53.5 billion from the highway and aviation trust funds. The bill would provide $1.5 billion more than the current level but $25.9 billion less than the President requested. Notably, the bill would reduce funding for Amtrak and mass transit.

Surface Transportation Reauthorization (MAP-21)

The Surface Transportation Reauthorization (MAP-21) provides funding for the nation's roads, bridges, highways, rail and transit. Before returning home for Memorial Day recess, the House and Senate passed a two-month extension of MAP-21 (through July 31), which President Obama has indicated he will sign, averting a shutdown of federal surface transportation programs on June 1. The length of the extension was dictated by the level of revenues remaining in the Highway Trust Fund; the US Department of Transportation has estimated that Highway Trust Fund resources are sufficient to support the Federal transit and highway programs through late July or early August.

While some in Congress hope to use the next 60 days to adopt a long-term Highway Trust Fund revenue solution, the leaders of the House and Senate tax-writing committees continue to support another patch through the end of the calendar year. This longer timeline keeps the Highway Trust Fund revenue solution tethered to those committees' tax reform efforts. The expectation is that revenues derived from changes to corporate tax laws – along with current Federal gas tax revenues – could be sufficient to fund a single 5- or 6-year transportation bill at current program levels.

However, even if tax reform could generate sufficient additional revenues to fund the next transportation bill, that solution is several months – and several billion dollars – away. House and Senate transportation leaders must find almost $11 billion in new revenues and/or spending cuts to offset the transfer of General Fund revenues to the Highway Trust Fund to pay for another extension through December 2015. An increase in the Federal gas tax, while an obvious and easily implemented revenue source, is politically unpalatable to Democrats and Republicans in Congress and to the White House.

Progress on legislation to reauthorize the policies and programs in MAP-21 has been limited to a series of oversight hearings this spring by the House and Senate transportation authorizing committees. To date, none of these committees has made public their legislative proposals. However, Senate Environment and Public Works Committee Chairman James Inhofe (R-OK) and Ranking Member Barbara Boxer (D-CA) recently announced plans to mark-up their multi-year highway reauthorization bill as early as June 24. Heeding the caution of the tax-writing committees that revenues are severely constrained, House and Senate authorizers are generally expected to maintain current top-line funding levels – little to no growth. After years of underinvestment in U.S. highways, bridges, and transit systems, this raises serious concerns that the next bill may be a zero-sum game, where a funding increase for one program can only come at the expense of another. Against this dynamic, stakeholders continue to push Congress to find significant additional revenue.

Move America Infrastructure Proposal

Due to some concern over the passage of the Surface Transportation Reauthorization, on May 4, Senate Finance Committee Ranking Member Ron Wyden introduced a bill to establish a new form of tax-exempt bond to finance a wide range of transportation projects that include significant private-sector participation (such that the bonds would not otherwise qualify for tax-exempt status

under current tax law). The program would be subject to an annual volume cap of about $17.5 billion, but any bonds issued would not be subject to the Federal alternative minimum tax.

Wyden's bill would also create a new tax credit program under which States could raise funds for transportation projects by selling these credits to investors seeking to offset Federal tax liability. Tax credit proceeds must be matched by an equal amount of private equity investment. The purpose for this dollar-for-dollar match is to increase private investment in transportation projects, enabling States to reduce their reliance on debt, tolls, taxes, or other revenues to fund project costs. This model is loosely based on the Low Income Housing Tax Credit, which has been successful in attracting private investment to affordable housing construction.

U.S. Department of Transportation Funding: TIGER Grant

The Department of Transportation (DOT) TIGER grant applications are due this week on Friday, June 5. The County is leading the effort, in conjunction with the City of Tallahassee to submit the Southside Connectivity Completion Project for funding. We have been working with the County to highlight in the proposal the benefits of the project and how the project serves the DOT's goals of: creating a regional impact that is transformational; providing access to economic opportunities and breaking down barriers to access to transit and transportation.

Federal Aviation Administration

Congress is required to enact legislation in order to authorize funding and set national policy priorities for the Federal Aviation Administration (FAA), which impacts airports throughout the U.S. Current law, the Federal Aviation Administration Reauthorization and Reform Act of 2012 (P.L. 112-95), expires on September 30. The last FAA reauthorization required more than 23 extensions of the prior law spanning more than four years – and a temporary shutdown of the FAA in mid- 2011 – before lawmakers agreed to new legislation. Leaders in the aviation industry and aviation policy are not anxious to repeat that experience. Work is underway in both chambers of Congress to draft reauthorization bills. Multiple hearings and roundtables have been held on various aspects of the reauthorization on perennial issues such as safety, whether to increase the Passenger Facility Charge (PFC), how to finance airport expansion and pilot qualification requirements.

Currently, most attention is focused on the FAA's plan to overhaul and modernize the nation's air traffic control system. Just weeks after the National Research Council released a scathing report detailing the lack of progress on the FAA's $20 billion Next Generation Air Transportation System (known as NextGen), many are calling for Congress to remove air traffic control responsibilities from the FAA and give them to an independent nonprofit corporation. Advocates, such leading airlines and the National Air Traffic Controllers Association, believe that it is time for a structural change to the way the FAA does business. They believe that moving air traffic control responsibilities from the regulatory agency to a nonprofit corporation would deploy modern technologies faster, improve service and reduce costs. Lawmakers are open to the idea, although some are concerned about safety and blame sequestration and budget woes for the problems of NextGen deployment.

As the hearings and roundtables wrap up this spring and early summer, it is anticipated that legislation will follow shortly.

EPA and Army Corps Announce Final Rule: "Waters of the U.S."

As we reported to you on May 27, the Environmental Protection Agency (EPA) and the Army Corps of Engineers announced the issuance of the final rule concerning "Waters of the U.S." According to the EPA, however, the final rule could take up to two weeks to be published in the Federal Register. Once published, the rule will become effective within 60 days. Of interest to Leon County are possibly the four most significant statements EPA provided concerning the final rule: 1) "there are no new permitting requirements;" 2) "the rule will maintain all previous exclusions;" 3) for the first time, the rule provides a definition for the word "tributary;" and 4) the rule actually adds new exclusions for "artificial lakes and stock ponds, water-filled depressions from construction and grass swales." The agency also mentioned that, when writing the rule, it took into account "preparing for impacts from climate change such as drought, sea level rise, stronger storms, and warmer temperatures in order to protect streams and wetlands."

First Time Definition of "Tributary"

The EPA noted that tributaries will be defined for the first time largely by evidence of "flowing water." For example, the agency stated that "ordinary high water marks and indications of flow is what we are looking for." If the area in question does not meet this standard, such as gullies, then it is not covered by the rule. The agency maintained that "ditches" are not covered unless it they look and function like a tributary. The agency added that while it has long asserted jurisdiction over ephemeral streams, it is not interested asserting jurisdiction over "erosional features." On a related note, the EPA noted that the final rule also provides for definitions of "how far" in terms of nearby activities that may impact covered waters.

New Exclusions

The EPA noted that the rule actually adds new exclusions for "artificial lakes and stock ponds, water-filled depressions from construction and grass swales." In addition, the agency noted that for the first time it will be also be excluding "artificially irrigated areas that would otherwise be dry; fields flooded for rice production; and areas that are wet for aesthetic purposes."

Storm Sewer Systems

Prior to May 27, EPA had released a statement about its proposed rule, noting that for municipal separate storm sewer systems, the agency did not intend to change how those waters are treated and had "considered ways to address this concern." EPA also noted that in statement that it would "continue to encourage the use of creative solutions like green infrastructure and low-impact development." On May 27, the EPA announced that the final rule "maintains the current status of municipal separate storm sewer systems (MS4s) and encourages the use of green infrastructure to protect water quality."

"Unique Bodies"

The agency also disclosed that the final rule protects some "unique bodies" including prairie potholes, Carolina and Delmarva bays, pocosins, western vernal pools in California and Texas coastal prairie wetlands when they impact downstream waters.

What's In? What's Out?

In lieu of the final rule being available, the agencies provided the fact sheets below with more detail as to coverage by the new rule:

- Clean Water Rule Summary Factsheet (PDF)(3 pp, 251 K)
- Clean Water Rule Agriculture Factsheet (PDF)(2 pp, 269 K)
- Clean Water Rule Business Factsheet (PDF)(2 pp, 339 K)
- Clean Water Rule Communities Factsheet (PDF)(2 pp, 548 K)
- Clean Water Rule Development Factsheet (PDF)(2 pp, 258 K)
- Clean Water Rule Local Government Factsheet (PDF)(2 pp, 252 K)
- Clean Water Rule Recreation Factsheet (PDF)(2 pp, 502 K)
- Clean Water Rule Utilities Factsheet (PDF)(2 pp, 227 K)

Likely Congressional Action

While Congress has made efforts to derail the Waters of the U.S. final rule, we do not expect the President to sign into law any of the proposed legislation thus far. We also do not expect any of the current legislation to be able to garner votes in order to override a potential veto. We will provide you with a copy of the final rule once it has been made public.

Tech Hire Initiative Update

The Administration launched the TechHire initiative to provide Americans with skills, through universities and community colleges, but also nontraditional approaches including "coding boot camps" and high-quality online courses that can rapidly train workers for a well-paying job, often in just a few months. It is recognized that many employers need talented people who do not require a four year computer science degree in order to fulfill the roles employers need. TechHire partnerships include:

- Using data and innovative hiring practices to expand openness to non-traditional hiring;
- Expanding models for training that prepare students in months, not years; and
- Active local leadership to connect people to jobs with hiring on ramp programs.

Twenty communities were early acceptors and committed to take action, working with each other and with national employers, to expand access to tech jobs. These original communities have over 120,000 open technology jobs and more than 300 employer partners in need of the workforce and are working to find new ways to recruit and place applicants based on their actual skills and to create more fast track tech training opportunities. The Administration is seeking more communities to participate.

The Administration is expected to launch a $100 million H-1B grant competition by the Department of Labor to support innovative approaches to training and successfully employing low skill individuals with barriers to training and employment including those with child care responsibilities, people with disabilities, disconnected youth and limited English proficient workers, among others. This grant competition will support the scaling up of evidence based strategies such as accelerated learning, work-based learning and Registered Apprenticeships.

My Brother's Keeper Initiative

The Administration launched the My Brother's Keeper Initiative in effort to achieve lasting change in improving life outcomes for boys and men of color. On May 4, President Obama announced that the My Brother's Keeper initiative gained new support in the form of an independent non-profit called My Brother's Keeper Alliance. The new entity, which raised over $300 million in the past year, is composed of a group of private-sector leaders and other philanthropic and community partners, including the chief executives of Sam's Club, Deloitte Consulting, PepsiCo and Sprint, among others. Concurrently, the White House MBK Task Force will continue its similar work in addition to the non-profit. We anticipate this organization will continue to work with cities and counties, and anticipate possible funding opportunities as well. Though the new MBK Alliance is a separate entity from the White House MBK Task force, President Obama is expected to transition into a major role within the new organization after leaving the presidency.

Grady Dam

We continue to stay in contact with the Army Corps of Engineers (Corps) concerning any changes regarding the potential construction of the Grady Dam. We spoke with the Corps again on June 1, and the Corps continues to reaffirm for us that they will not permit further progress on the Grady Dam project, including lake filling, until the Corps is satisfied that Grady County has achieved the required mitigation. We understand that Grady County did not follow the plan it had provided to the Corps and still needs to present a plan concerning the mitigation that is still required. At this point, Grady County may need to purchase mitigation credits or provide alternative mitigation. According to the Corps, "it is not clear at this point if Grady County will be able to fix something that was put in incorrectly and has not performed." With regard to the path forward, we inquired as to whether the permit could be revoked. Indeed, there are ways a permit could be revoked if it is evident Grady may never comply with the conditions of the permit, or the permit could be suspended during a stage of non-compliance, or the permit could be modified to the 2008 Compensatory Rule. The Corps is currently checking on the technical status of the project and will provide us with an update.

Grants

Squire Patton Boggs has sent the recently identified federal grant opportunities and due dates that may be relevant to Leon County's needs and strategic priorities:

- Corporation for National and Community Service: 2015 Martin Luther King Jr. Day of Service Grants – June 2, 2015
- U.S. Department of Justice: FY 2015 Community Policing Development (CPD) – June 19, 2015
- U.S. Department of Justice: Cops-Hiring-Program-Application-2015 – June 19, 2015
- U.S. Environmental Protection Agency: Clean Diesel Funding Assistance Program FY 2015 – June 15, 2015
- U.S. Department of Justice: OVC FY 15 Supporting Male Survivors of Violence Solicitation – June 17, 2015
- U.S. Department of the Treasury: Volunteer Income Tax Assistance 2016 – June 1, 2015
- U.S. Department of Justice: BJA FY 15 Body-Worn Camera Pilot Implementation Program

– June 16, 2015

- U.S. Department of Justice: BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – June 16, 2015
- U.S. Department of Agriculture: Farmers' Market SNAP Support Grants – June 18, 2015
- U.S. Department of Agriculture: Regional Conservation Partnership Program – July 8, 2015
- U.S. Department of Health and Human Services: Alzheimer's Disease Initiative - Specialized Supportive Services (ADI-SSS) Project Financed Solely by 2015 Prevention and Public Health Funds (PPHF 2015) – July 6, 2015
- U.S. Department of Justice: OJJDP FY 2015 Second Chance Act Smart on Juvenile Justice: Community Supervision – June 15, 2015
- U.S. Department of Housing and Urban Development: Lead Hazard Reduction Demonstration (LHRD) Grant Program – June 23, 2015
- U.S. Department of Housing and Urban Development: Lead-Based Paint Hazard Control (LBPHC) Grant Program – June 26, 2015
- Corporation for National and Community Service: Justice AmeriCorps – June 2, 2015
- U.S. Department of Health and Human Services: Healthy Marriage and Relationship Education Grants – July 7, 2015
- U.S. Department of Health and Human Services: New Pathways for Fathers and Families – July 7, 2015
- U.S. Department of Health and Human Services: Responsible Fatherhood Opportunities for Reentry and Mobility – July 7, 2015
- U.S. Department of Agriculture: Regional Conservation Partnership Program – July 8, 2015
- U.S. Department of Education: Office of Postsecondary Education (OPE): First in The World (FITW) Program: VALIDATION Grants – June 30, 2015
- U.S. Department of Education: Office of Postsecondary Education (OPE): First in The World (FITW) Program: DEVELOPMENT Grants – June 30, 2015
- U.S. Economic Development Administration: The Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Implementation Grants – July 10, 2015
- U.S. Department of Health and Human Services: National HIV Behavioral Surveillance (NHBS) – August 3, 2015

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Memo
Priviledged and Confidential

To: Leon County Board of Commissioners
From: Squire Patton Boggs LLP
Date: June 1, 2015
Subject: Federal Legislative and Regulatory Action Relevant to Leon County Interests: First Five Months of the 114th Congress

This memorandum provides an update for local governments and their partners regarding actions on notable federal legislation and regulatory issues, summarizing action in first five months of the 114th Congress.

On January 6, the 114th Congress commenced with Republicans controlling both the House and the Senate, creating a new dynamic on the Hill. Although Congressional leaders were able to come together and ultimately pass the Department of Homeland Security (DHS) spending bill as well as the "Doc Fix", we anticipate some continued partisan gridlock on the majority of key issues, which is expected to increase as the 2016 election draws closer.

In the coming weeks/months, Congress must take action on the Export-Import Bank Reauthorization (June 30), the Surface Transportation Reauthorization/Highway Trust Fund (July 31), the FAA Reauthorization (September 30) and the FY 2016 appropriations bills (September 30). The Supreme Court decision on certain provisions of health care reform is also expected this summer.

44 Offices in 21 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

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BUDGET/APPROPRIATIONS

FY 2015 DEPARTMENT OF HOMELAND SECURITY APPROPRIATIONS

As previously reported, efforts to undermine the President's November 2014 executive action on immigration resulted in an extended continuing resolution for the FY 2015 Department of Homeland Security (DHS) appropriations measure. While the remaining FY 2015 spending bills were encapsulated into an omnibus approved in December, DHS was funded only through February 27.

Shortly after convening the 114th Congress, House leaders re-introduced the FY 2015 DHS spending bill and approved it on January 14 after adopting five controversial immigration amendments. After four failed procedural votes in the Senate prevented Majority Leader Mitch McConnell (R-KY) from bringing the bill to the floor, he moved the bill forward without the immigration provisions and provided for a separate vote on a measure to block funding for implementation of the President's immigration order. The Senate approved the spending bill on February 27. House Republicans rebuffed the amended version of the bill, forcing leaders to propose another continuing resolution. A vote on a three-week extension failed when 52 Republicans joined with the majority of the Democratic caucus in voting against the measure. In a last minute effort to prevent a shutdown of DHS and other security agencies, Congress adopted a one-week continuing resolution.

Ultimately, House leaders conceded to the Senate version of the appropriations bill. Finally, on March 4, the $39.7 billion FY 2015 Homeland Security spending bill (H.R. 240/P.L. 114-4) was signed by the President.

FY 2016 PRESIDENT'S BUDGET PROPOSAL

On February 2, President Obama submitted his FY 2016 Budget Proposal to Congress, thus opening the FY 2016 appropriations season. The $4 trillion proposal echoed many of the priorities the President outlined in his 2015 State of the Union address. The funding and policy priorities for the next two years of President Obama's Administration include:

- Elimination of sequestration and a seven percent increase in discretionary funding for defense and domestic programs;
- Imposition of a 28 percent cap on the tax-exempt interest on municipal bonds;
- Consolidation of the Federal Emergency Management Agency's (FEMA) first responder programs, including the Urban Area Security Initiative (UASI);
- A six-year, $478 billion public works program of highway, bridge, and transit upgrades financed, in part, through repatriation ("GROW AMERICA");
- Introduction of a new category of municipal bonds, Qualified Public Infrastructure Bonds (QPIBS);
- Free community college for annual income earners at or under $200,000 per year; and
- Improved access to high-quality child care and early education.

A comprehensive analysis of the President's FY 2016 Budget Proposal was published by Squire Patton Boggs on February 4.

FY 2016 BUDGET RESOLUTION

Both House Budget Committee Chairman Tom Price (R-GA) and Senate Budget Committee Chairman Michael Enzi (R-WY) released budget resolutions that would balance the federal budget within 10 years without raising taxes, and conform to the sequester's spending limits. However, there were some considerable differences between the budgets. In order to gain the support of defense promoters in the Senate, Chairman Enzi agreed to add $38 billion to the Overseas Contingency Operation (OCO) account, but fiscal hawks included a point-of-order that would subject the additional spending to a 60-vote threshold. The House budget resolution included the additional funding, after some procedural wrangling by the Rules Committee, without restriction.

Another difference between the House and Senate budget resolutions was the use of reconciliation instructions. Reconciliation, which allows the Senate to pass legislation without the threat of a filibuster, is a useful tool to circumvent the Senate's 60-vote threshold and send legislation to the President's desk. The Senate budget resolution included reconciliation instructions only to the two Committees that oversee the Affordable Care Act, while the House resolution included instructions to many more committees, as several House members discussed the possibility of using reconciliation for tax reform or entitlement reforms.

The House and Senate budget conferees were able to resolve the differences in the resolutions. Conferees dealt with the OCO point-of-order by removing it for spending in FY 2016, but including it for

FY 2017, thereby winning the votes of defense hawks in the Senate. Additionally, the reconciliation instructions were limited to repealing and replacing the Affordable Care Act, as the House and Senate wait on the Supreme Court to rule on its current case regarding subsidies expected in June. Finally, the conferees included a deficit-neutral reserve fund (DNRF) for the Senate, which will allow defense and non-defense spending to increase its offset by other savings, essentially setting up the possibility for Congress and the President to work out a budget deal this summer. However, the House's DNRF would only allow an increase in defense spending, and only through spending cuts, which could set up a showdown over sequester relief.

While the House and Senate failed to make the April 15 deadline, they were able to pass a conferenced budget resolution for the first time in 6 years. Democrats and the President have already voiced their opposition to the resolution, which will play out in the FY 2016 appropriations process.

FY 2016 APPROPRIATIONS

Prior to adjourning for the Memorial Day recess, the House passed three FY 2016 appropriations bills – Energy and Water (H.R. 2028), Legislative Branch (H.R. 2550), and Military Construction-Veterans Affairs (H.R. 2029). Additionally, the Commerce-Justice-Science and Transportation-Housing bills were cleared by the full appropriations committee and the Defense subcommittee marked up its bill. Meanwhile, the Senate Appropriations Committee, which typically lags several weeks behind the House in commencing its appropriations work, approved its Energy and Water and Military Construction-Veterans Affairs spending bills just before the recess. By this time last year, the House had passed only one appropriations bill and the Senate was on a similar pace with only two out of full committee. *See Attachment A for subcommittee allocation comparison and pending programmatic funding level highlights.*

Despite the strong start, and closely aligned subcommittee allocations (302(b)s), the path to complete FY 2016 spending bills will be difficult, particularly in the Senate, where Majority Leader Mitch McConnell (R-KY) faces the same filibuster challenge from Democrats as Minority Leader Harry Reid (D-NV) did during his tenure. Senate Democrats, while working with their fellow Republican appropriators, pledged to block any FY 2016 spending bills from reaching the Senate floor without another budget deal. Likewise, the President threatened to veto any spending measure that adheres to current sequestration funding levels. Additionally, some in Congress are continuing a strategy of using the appropriations process to debate Administration policy, particularly with regard to EPA regulations, health care reform, and immigration.

Hence, discussions (and rumors) abound over the possibility of another bipartisan budget agreement, similar to that negotiated by then-House Budget Committee Chairman Paul Ryan (R-WI) and then-Senate Budget Committee Chairwoman Patty Murray (D-WA) in 2013 (P.L. 113-67). Unlike the 2013 agreement, any budget deal in this Congress would also include an effort to address entitlement reform.

There is also the matter of the expiration of the nation's borrowing authority. While the extension officially expired on March 16, the Treasury Department recently announced that "extraordinary measures" can be utilized to stave off a need for increased borrowing authority (debt ceiling) until November or December. Thus, the combination of debt ceiling and FY 2016 spending bill negotiations may spur another "fiscal cliff" and lead to an attempt at a broader, bipartisan budget agreement.

TRANSPORTATION

MAP-21 SURFACE TRANSPORTATION REAUTHORIZATION AND HIGHWAY TRUST FUND

Before returning home for a week-long Memorial Day recess, the House and Senate passed a two-month extension of MAP-21 (through July 31), which President Obama has indicated he will sign, averting a shutdown of Federal surface transportation programs on June 1. The length of the extension was dictated by the level of revenues remaining in the Highway Trust Fund; the US Department of Transportation has estimated that Highway Trust Fund resources are sufficient to support the Federal transit and highway programs through late July or early August.

While some in Congress hope to use the next 60 days to adopt a long-term Highway Trust Fund revenue solution, the leaders of the House and Senate tax-writing committees continue to support another patch through the end of the calendar year. This longer timeline keeps the Highway Trust Fund revenue solution tethered to those committees' tax reform efforts. Their thinking is that revenues derived from changes to corporate tax laws – along with current Federal gas tax revenues – could be sufficient to fund a single 5- or 6-year transportation bill at current program levels.

However, even if tax reform could generate sufficient additional revenues to fund the next transportation bill, that solution is several months – and several billion dollars – away. House and Senate transportation leaders must find almost $11 billion in new revenues and/or spending cuts to offset the transfer of General Fund revenues to the Highway Trust Fund to pay for another extension through December 2015. This exact task proved too difficult to accomplish before May 31, resulting in the two-month patch using remaining Highway Trust Fund resources. An increase in the Federal gas tax, while an obvious and easily implemented revenue source, is politically unpalatable to Democrats and Republicans in Congress and to the White House.

Progress on legislation to reauthorize the policies and programs in MAP-21 has been limited to a series of oversight hearings this spring by the House and Senate transportation authorizing committees. To date, none of these committees has made public their legislative proposals. However, Senate Environment and Public Works Committee Chairman James Inhofe and Ranking Member Barbara Boxer recently announced plans to mark-up their multi-year highway reauthorization bill as early as June 24. Heeding the caution of the tax-writing committees that revenues are severely constrained, House and Senate authorizers are generally expected to maintain current top-line funding levels – little to no growth. After years of underinvestment in U.S. highways, bridges, and transit systems, this raises serious concerns that the next bill may be a zero-sum game, where a funding increase for one program can only come at the expense of another. Against this dynamic, stakeholders continue to push Congress to find significant additional revenue.

FEDERAL AVIATION ADMINISTRATION (FAA) REAUTHORIZATION

Current law, the Federal Aviation Administration (FAA) Reauthorization and Reform Act of 2012 (P.L. 112-95), expires on September 30.

The last FAA reauthorization required more than 23 extensions of the prior law spanning more than four years – and a temporary shutdown of the FAA in mid- 2011 – before lawmakers agreed to new legislation. Leaders in the aviation industry and aviation policy are not anxious to repeat that experience. Work is underway in both chambers of Congress to draft reauthorization bills. Multiple

hearings and roundtables have been held on various aspects of the reauthorization on perennial issues such as safety, whether to increase the Passenger Facility Charge (PFC), how to finance airport expansion and pilot qualification requirements.

Currently, most attention is focused on the Federal Aviation Administration's plan to overhaul and modernize the nation's air traffic control system. Just weeks after the National Research Council released a scathing report detailing the lack of progress on the FAA's $20 billion Next Generation Air Transportation System (known as NextGen), many are calling for Congress to remove air traffic control responsibilities from the FAA and give them to an independent nonprofit corporation. Advocates, such leading airlines and the National Air Traffic Controllers Association, believe that it is time for a structural change to the way the FAA does business. They believe that moving air traffic control responsibilities from the regulatory agency to a nonprofit corporation would deploy modern technologies faster, improve service and reduce costs. Lawmakers are open to the idea, although some are concerned about safety and blame sequestration and budget woes for the problems of NextGen deployment.

As the hearings and roundtables wrap up this spring, it is anticipated that legislation will follow shortly.

"MOVE AMERICA" INFRASTRUCTURE PROPOSAL

Given the enormous political trepidation surrounding a tax increase to support a multi-year surface transportation bill, momentum continues to grow in Congress for tools to support transportation investment through the tax code, that is, without a direct tax/revenue increase. On May 4, Senate Finance Committee Ranking Member Ron Wyden introduced a bill to establish a new form of tax-exempt bond to finance a wide range of transportation projects that include significant private-sector participation (such that the bonds would not otherwise qualify for tax-exempt status under current tax law). The program would be subject to an annual volume cap of about $17.5 billion, but any bonds issued would not be subject to the Federal alternative minimum tax.

Wyden's bill would also create a new tax credit program under which States could raise funds for transportation projects by selling these credits to investors seeking to offset Federal tax liability. Tax credit proceeds must be matched by an equal amount of private equity investment. The purpose for this dollar-for-dollar match is to increase private investment in transportation projects, enabling States to reduce their reliance on debt, tolls, taxes, or other revenues to fund project costs. This model is loosely based on the Low Income Housing Tax Credit, which has been successful in attracting private investment to affordable housing construction.

WIFIA: WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT

Since passage of the Water Resources Reform and Development Act (WRRDA) last June, the EPA has made major strides in implementing WIFIA, the low-cost loan program created in WRRDA to help close the nation's widening water infrastructure investment gap. The agency held listening sessions across the U.S. to gather stakeholder input and is now crafting implementation guidance and marketing the program to prospective project sponsors. If Congress appropriates the loan subsidy funding authorized in WRRDA, EPA is on track to make its first WIFIA loans in the fiscal year starting October 1.

The WIFIA program does face a hurdle to implementation. The program's statutory ban on co-financing projects with tax-exempt bonds could impair WIFIA's effectiveness, as tax-exempt bonds would generally be the most cost-effective source of the required non-WIFIA share (51 percent) of project

costs. There is no infrastructure policy behind this bond ban. Instead, it was included to address a congressional tax "score" of the WIFIA legislation as inducing the issuance of additional tax-exempt debt. A broad range of stakeholders are advocating for a repeal of this bond ban, which would require a small revenue offset. Both the FAA and MAP-21 reauthorization bills will include new revenues and could therefore be appropriate legislative vehicles for advancing the repeal.

ENERGY AND ENVIRONMENT

EPA "WATERS OF THE U.S." RULE

On Wednesday, May 27, the Environmental Protection Agency (EPA) and the Army Corps of Engineers announced the agencies are issuing the final rule concerning "Waters of the U.S." However, according to the EPA, the final rule will likely take up two weeks from now to be published in the Federal Register. Once published, the Final Rule will become effective within 60 days. Of interest to cities and counties, the four most significant statements EPA provided today concerning the final rule were 1) there are "no new permitting requirements;" 2) "the rule will maintain all previous exclusions;" 3) for the first time, the rule provides a definition for "tributary;" and 4) the rule actually adds new exclusions for "artificial lakes and stock ponds, water-filled depressions from construction and grass swales."

Congress has made efforts to derail the Waters of the U.S. final rule, with standalone legislation and appropriations language to prevent implementation of the rule pending in both chambers. While members in both parties were upset over this week's action by EPA, until the final rule is published and a thorough analysis is complete, it's unclear whether there is enough support to override a potential veto.

A preliminary analysis of the rule pre-publication was provided by Squire Patton Boggs on May 27.

PRESIDENT'S CLIMATE ACTION PLAN

Also of interest to cities and counties, a significant piece of President Obama's Climate Action Plan includes EPA's effort to roll out its "Clean Power Plan." While both the House and Senate have made efforts to change EPA's course, in July, EPA is expected to propose its federal plan for meeting Clean Power Plan goals for public review and comment. At the same time, EPA is also expected to release the final rules for its "Clean Power Plan for Existing Power Plants in States, Indian Country and U.S. Territories" and its "Carbon Pollution Standards for New, Modified and Reconstructed Power Plants."

Beyond 2015, EPA has targeted "Summer 2016" to issue a due date for states to submit compliance plans to the agency. EPA has stated that these can be "complete plans or initial plans with requests for 1- or 2-year extensions." At that time, EPA will provide a finalized federal plan for meeting Clean Power Plan goals for areas that do not submit plans." The anticipated beginning of the compliance period is "Summer 2020."

In addition, as part of the overall Climate Action Plan, the Administration plans to attend the United Nations Climate Change Conference to be held in Paris this December.

LAW ENFORCEMENT

THE PRESIDENT'S TASK FORCE ON 21ST CENTURY POLICING REPORT

The President's Task Force on 21st Century Policing has finalized and released its report on policing, which can be accessed here. Appendix E, which begins on page 85 of the report, provides recommendations and action items concerning policing in order for cities, counties and communities to implement best demonstrated practices for policing to build trust with the public.

As anticipated, the recommendations include body-worn cameras by police. To that end, the Department of Justice (DOJ) has released a "National Body-Worn Camera Toolkit," with implementation guidance for communities, which can be found here. In addition, as we previously notified you, the DOJ has issued a grant opportunity for body-worn cameras, which is due June 16.

Also as part of the task force's recommendations, President Obama announced a ban on the sale or provision of "military-style" equipment from the federal government to local municipalities. The task force outlined new restrictions on existing equipment that the federal government does provide to police and communities.

HOUSING

CPD DASHBOARD

The Department of Housing and Urban Development's Office of Community Planning and Development (CPD) released a funding matrix and dashboard reports which provide funding information for each city and state that receives CPD program funds (such as the Community Development Block Grant or Continuum of Care programs) in a place-based format. The report details the size of each grant received over the past several years as well as the total amount of funds currently available to be spent on affordable housing and community and economic development activities. To access these reports, visit: CPD Cross-Program Funding Matrix and Dashboard Reports page.

PROMISE ZONES

On April 28, the Obama Administration announced eight additional Promise Zones across the country, including six cities, one rural area and one tribal community. Promise Zones are high poverty communities where the federal government partners with local leaders to increase economic activity, improve educational opportunities, leverage private investment, reduce violent crime, enhance public health and address other priorities identified by the community. The Promise Zone designations were: Camden, New Jersey; Hartford, Connecticut; Indianapolis, Indiana; Minneapolis, Minnesota; Sacramento, California; St. Louis, Missouri; Pine Ridge Indian Reservation of the Oglala Sioux Tribe, South Dakota; and South Carolina Low Country.

HUD anticipates that a competition to select a third round of Promise Zones will commence later this year. In the Summer, HUD will publish a Notice in the Federal Register requesting public comment on the proposed selection process, criteria, and submissions for the final round of the Promise Zones initiative. This notice will provide urban, rural, and tribal communities the opportunity to help shape the third round application guide and efforts to support other communities more effectively in future years.

PROTECTING TENANTS AT FORECLOSURE ACT

On May 21, the Senate Committee on Banking, Housing and Urban Affairs marked up Committee Chair Richard Shelby's (R-AL) "Financial Regulatory Improvement Act". On behalf of the Democrats on the Committee, Ranking Member Sherrod Brown (D-OH) offered a substitute to the Chairman's bill which failed on a party line vote. Among the provisions in Senator Brown's substitute bill was a permanent extension of the "Protecting Tenants at Foreclosure Act" (PFTA). The PFTA expired at the end of 2014 and it enabled renters whose homes were in foreclosure to remain in their homes for at least 90 days or for the term of their lease, whichever was greater. Only nine states and the District of Columbia have renter protection at foreclosure laws equal or surpassing that of the PFTA. Senator Richard Blumenthal (D-CT) and Representative Keith Ellison (D-MN) have introduced bills, S. 730 and H.R. 1354, respectively in this Congress to restore PFTA and make it permanent.

2020 CENSUS AND ACS FUNDING

The House Committee on Appropriations approved the FY 2016 Commerce, Justice, Science and Related Agencies (CJS) appropriations bill on May 20. The bill covers the US Census Bureau programs such as the 2020 Decennial Census and the American Community Survey. The funding level proposed for the US Census Bureau is $1.1 billion, $387 million below the President's budget request. According to the Census Project, a coalition of organizations dedicated to a fair and accurate census, this level of funding is not sufficient to carry out needed planning for the 2020 Census and maintain a robust and accurate ACS. Affordable housing organizations use these data to determine the need for affordable housing.

WORKFORCE

WIOA IMPLEMENTATION

In early April, the Departments of Labor and Education released a joint Notice of Proposed Rulemaking (NPRM) related to implementation of the Workforce Innovation and Opportunity Act (WIOA). The proposed rule introduced new regulatory proposals and key questions for stakeholders to consider. Additionally, separate rulemakings were published to implement specific requirements of the Act that fall under each Department's purview. Individuals or organizations that wish to comment on the proposed rules will have until June 15 to do so. The Departments' released NPRMs on the below topics:

- The Unified and combined state plans, performance accountability, and the one-stop system is the joint NPRM between the Department of Labor (DOL) and the Department of Education (ED). This NPRM seeks to propose regulations to lay the foundation, coordination, and collaboration processes for implementing the vision and goals of WIOA. More specifically, the proposed regulations (1) focus on procedural requirements on how to submit a State Plan to the DOL; (2) offers guidance for the interpretative rules; and (3) outlines the information to be collected and the process by which the Departments intend to collect the data.
- The Title II Adult Education and Family Literacy Activities (AEFLA) NPRM from the Department of Education proposes updates to regulations that establish procedures for determining the suitability of tests used for measuring State performance on accountability measures under AEFLA. It also

removes specific provisions in the Vocational and Adult Education code of federal regulations that are no longer applicable to the Federal adult education programs. Furthermore, the proposed rule offers an opportunity for stakeholders to comment on the newly proposed processes and requirements for States to award grants or contracts to local providers as well as the suggested definitions of what constitutes an adult education and literacy activity or program.

- The Miscellaneous program changes NPRM from the Department of Education proposes to amend several regulations governing a number of programs administered by the Rehabilitation Services Administration (RSA) to implement changes to the Rehabilitation Act of 1973, which governs services provided to individuals with disabilities. Additionally, the NPRM proposes to implement changes to the Rehabilitation Act of 1973 previously proposed by the Workforce Investment Act (WIA) that had not been implemented to otherwise update, clarify and improve the RSA's current regulations.
- The State Vocation Rehabilitation Services program, state-supported Employment Service programs, and limitations on the use of subminimum wage NPRM from the Department of Education proposes to amend the regulations governing the State Vocational Rehabilitation Services program and the State Supported Employment Services program. In addition, the NPRM proposes to issue new regulations regarding limitations on the use of subminimum wages that were added by WIOA.

In addition, in the weeks following the release of the NPRM's, both departments announced several workforce-related grant opportunities, including YouthBuild, Health Profession Opportunity Grants, and round five of the Workforce Data Quality Initiative grants, which reflect changes required by WIOA. We expect additional opportunities to roll out throughout the upcoming months as part of the Administration's implementation process.

TECHHIRE INITIATIVE

In March, the Administration launched the TechHire initiative to provide Americans with skills, through universities and community colleges, but also nontraditional approaches like "coding boot camps" and high-quality online courses that can rapidly train workers for a well-paying job, often in just a few months. It is recognized that many employers need talented people who do not require a four year computer science degree in order to fulfill the roles employers need. TechHire partnerships include:

- Using data and innovative hiring practices to expand openness to non-traditional hiring;
- Expanding models for training that prepare students in months, not years; and
- Active local leadership to connect people to jobs with hiring on ramp programs.

Twenty communities were early acceptors and committed to take action, working with each other and with national employers, to expand access to tech jobs. These original communities have over 120,000 open technology jobs and more than 300 employer partners in need of the workforce and are working to find new ways to recruit and place applicants based on their actual skills and to create more fast track tech training opportunities. The Administration is seeking more communities to participate.

The Administration is expected to launch a $100 million H-1B grant competition by the Department of Labor to support innovative approaches to training and successfully employing low skill individuals with barriers to training and employment including those with child care responsibilities, people with disabilities, disconnected youth and limited English proficient workers, among others. This grant competition will support the scaling up of evidence based strategies such as accelerated learning, work-based learning and Registered Apprenticeships.

MANUFACTURING INITIATIVES

NATIONAL NETWORK FOR MANUFACTURING INNOVATION

The FY 2015 omnibus appropriations bill included language that directed the Secretary of Commerce to use existing funds to expand manufacturing innovation research hubs as part of the President's proposed National Network for Manufacturing Innovation (NNMI). The President noted in his State of the Union speech that he would build on the language included in the FY 2015 omnibus and the nine manufacturing institutes that already exist to complete 15 total institutes by the end of his term.

The original concept for NNMI included expanding the network to 45 institutes over a decade in order to leverage existing resources and expand collaboration between industry, academia and government partners to nurture manufacturing innovation and accelerate commercialization. The President's FY 2016 budget also included $1.9 billion in mandatory funding that would support 29 NNMI institutes, though it is unlikey that all of these institutes would be funded in the FY 2016 appropriations bills.

INVESTING IN MANUFACTURING COMMUNITIES PARTNERSHIP

In January, the Department of Commerce's Economic Development Administration (EDA) announced the opening of the round two designation competition for the Investing in Manufacturing Communities Partnership (IMCP). IMCP is a government-wide initiative to help communities cultivate an environment for businesses to create well-paying manufacturing jobs in regions across the country and thereby accelerating the resurgence of manufacturing. EDA plans to designate up to 12 additional communities as "Manufacturing Communities" under the IMCP initiative for a period of two years.

In order to earn the designation, communities were required to demonstrate the significance of a manufacturing presence in their region and develop strategies to make investments in six areas: (1) workforce and training; (2) advanced research; (3) infrastructure and site development; (4) supply chain support; (5) trade and international investment; and (6) operational improvement and capital access. As with the previous competition, the manufacturing communities will receive preference for a range of future federal economic development funding and technical assistance offered by agencies that participate in IMCP.

Applications were due on April 1. EDA is likely to announce the second round of IMCP designations very soon.

TELECOMMUNICATIONS

BROADBAND OPPORTUNITY COUNCIL

At the end of March, the President signed a new Presidential Memorandum to create a new entity, the Broadband Opportunity Council, focusing on increasing broadband investment and adoption. The intent of the Council is to engage with industry and other stakeholders to understand ways the government can better support the needs of communities seeking broadband investment, identify regulatory barriers unduly impeding broadband deployment or competition, and report back on steps each Federal agency will take to advance these goals. Currently the Council is seeking public comment. To submit comments, visit: http://www.ntia.doc.gov/press-release/2015/broadband-opportunity-council-seeks-comment

Obama also announced that 98% of Americans had access to high-speed, mobile broadband (4G), based upon significant private investment. The Administration elaborated that they had set in motion the highest grossing auction of mobile spectrum to date, raising more than $41 billion and that sets the stage for the Federal Communications Commission (FCC)'s upcoming "incentive auction" of television broadcast spectrum slated for early 2016. In addition, there has been an effort to free up wireless spectrum previously held by government agencies which have identified 335 Mhz of Federal and non-Federal spectrum for potential reallocation.

MUNICIPAL BROADBAND

Earlier in the year, the FCC took action against two of the nineteen state laws (Tennessee and North Carolina) that restrict communities from instituting community broadband. Currently the FCC decision is being challenged in court.

The Department of Commerce has created the BroadbandUSA program to support communities seeking to learn from experts on how to increase broadband investment and competition, including through municipal broadband. Since January, Commerce has provided ongoing one-on-one advice to communities across the US and has prepared a Guide to Public-Private Partnerships for Broadband Investment.

EXPORT-IMPORT BANK

The authorization for the Export-Import Bank (known as the Ex-Im Bank), which provides financing for US exports, expires on June 30. The reauthorization of the agency is expected to be one of the most heated political battles when Congress returns from Memorial Day recess. A number of vested interests on both sides of the debate have recently vigorously engaged - for example, Boeing, one of the greatest beneficiaries of the Bank, has weighed in in favor of the reauthorization whereas Delta Airlines has opposed the bid to extend the bank without a major overhaul because it claims that the bank helps Delta's foreign competitors purchase large jets from Boeing with attractive financing. Supporters cite the spin off jobs from suppliers to those receiving loans and that competitor countries support their domestic manufacturers which puts US companies at a disadvantage. Conservatives maintain that the bank picks winners and losers and would prefer to leave it to the free market.

Right before Congress recessed, the Senate passed Trade Promotion Authority (TPA), which is essentially fast track authority for the President to negotiate trade deals, which, if approved by the House in June, would pave the way for a major trade agreement with Japan and 10 other Pacific trading partners, the Trans Pacific Partnership (TPP). The TPA nearly stalled in the Senate when Senator Maria Cantwell (D-WA), along with Senator Patty Murray (D-WA), would not vote to advance the trade measure without a commitment that House and Senate leaders would hold a June vote on the Ex-Im Bank. Senate Majority Leader Mitch McConnell (R-KY) agreed that he would hold a June vote on the reauthorization.

In the House the Republican Study Committee (RSC) endorsed letting the agency wind down, but several of the members of the RSC do not agree with that position, including one who resigned from the group.

CYBERSECURITY

In April, the House passed two major pieces of cybersecurity legislation that seek to update and authorize voluntary information sharing platforms that allow the federal government and the private sector to share information about cyber threat indicators they are seeing on their networks. Within two days, the House passed the House Intelligence Committee bill – the Protecting Cyber Networks Act (H.R. 1560) – by a 307-116 vote and the Homeland Security Committee's National Cybersecurity Protection Advancement Act (H.R. 1731) by a 355-63 vote.

H.R. 1560 focuses on cybersecurity information sharing activities between the private sector and the Intelligence Community, including the Department of Defense (DOD) and the Director of National Intelligence. The bill provides for targeted liability protections for private sector entities that choose to share information with the federal government regarding cyber threats. In addition, it includes a section on privacy and civil liberties to specifically address concerns from privacy advocates and requires multiple scrubs of data prior to sharing to remove personally identifiable information as a means to protect consumers.

H.R. 1731 authorizes the information sharing activities with the private sector and DHS, a civilian agency. It also includes liability protections for companies that share information with the federal government, which prompted several amendments to be proposed to scale back the liability protections in the bill. Given the similarities in the two bills and the complementary nature of the legislation, H.R. 1731 was combined with H.R. 1560 after the bills passed the House and they were then sent to the Senate for its consideration.

The Senate Intelligence Committee previously passed its own information sharing legislation – the Cybersecurity Information Sharing Act (S. 754) – and could move forward with considering the bill on the Senate floor this summer. It is unlikely that the Senate will choose to consider the House bill. Consideration of cybersecurity information sharing legislation in the Senate is currently up in the air due to the difficulties that the chamber has had in passing surveillance reform legislation to update the PATRIOT Act, which did not have the support it needed to pass out of the Senate prior to the Memorial Day recess.

In addition to information sharing legislation, Congress is also looking at updating the laws related to data breach notification and data security standards. Currently, companies are required to operate under a patchwork of state laws that vary from state to state. To date, six bills have been introduced in the House and Senate that would preempt state law and create one data breach notification standard. Only one of these bills has been marked up in committee and none of the bills have made it to the

House or Senate floor. Currently, they remain in a holding pattern while the relevant Congressional committees of jurisdiction determine how to move forward on data breach legislation.

MARKETPLACE FAIRNESS ACT

Congress is moving once again to improve sales tax parity between main-street and online businesses, but in a much different form than the 113th Congress. In 2013, the Senate passed the Marketplace Fairness Act with a broad, bipartisan vote (69-27) suggesting that Congress might pass legislation to solve a problem that has vexed state and local governments, retailers, and many other stakeholders for years. That progress ultimately stalled, however, after the House failed to consider the Marketplace Fairness Act in the last hours of the 113th Congress.

The political dynamic for sales tax parity legislation is far different in 2015 under unified Republican control of Congress. Senate Marketplace Fairness Act supporters have already indicated that the House must take the lead in the new Congress, and as a result, the legislative focus now rests in the House Judiciary Committee where Chairman Bob Goodlatte (R-VA) has offered an alternative draft proposal to the Marketplace Fairness Act. The Chairman's draft, titled the "Online Sales Tax Simplification Act of 2015 (or OSSA)," would require online businesses to collect and remit sales tax proceeds to the appropriate local governments, but do so through a structure that is vastly different than one envisioned by the Marketplace Fairness Act. Under the Chairman's draft, businesses would collect sales tax proceeds from online transactions based on "origin sourcing" rules that require a seller to collect sales tax proceeds based on rates that apply in their jurisdiction, as opposed to the "destination based" rules envisioned by the Marketplace Fairness Act, which require sellers to collect sales tax proceeds based on the applicable rate where a consumer receives the product. Chairman Goodlatte believes that OSSA better respects states' rights and provides a constitutionally sound solution for sales tax parity between on and offline businesses. Many public and private sector stakeholders disagree with this proposition, however, as comments posed by state legislators, governors, retailers, and others have roundly criticized the Chairman's draft.

Chairman Goodlatte's draft is not the only proposal on the table for House members to consider. Rep. Jason Chaffetz, a member of the Judiciary Committee and Chairman of the House Oversight and Government Relations Committee, is currently circulating a draft proposal titled the "Remote Transactions Parity Act of 2015 (or RTPA)." Chairman Chaffetz's draft is structurally similar to the Marketplace Fairness Act but includes a number of provisions designed to reduce remote sellers' potential for out-of-state regulatory exposure. For example, the RTPA would prevent a state from auditing a small seller (defined as a business with less than or equal to $5 million in annual sales) unless the state suspects intentional misrepresentation or fraud. In other instances, a state would not be able to initiate an audit of a remote seller without going through that seller's certified software provider responsible for handling remote transactions – unless the state suspects intentional misrepresentation or fraud. Marketplace Fairness Act supporters, including former MFA sponsor Rep. Steve Womack (R-AR), are rallying behind Chairman Chaffetz and the RTPA. In fact, we do not expect Rep. Womack to offer the Marketplace Fairness Act in 2015.

The pace of House activity has been slow to date, but could pick up steam in the weeks and months to come. For example, next week, the Judiciary Committee may add Chairman Goodlatte's OSSA draft to an already noticed subcommittee hearing to review "nexus issues" revolving around three bills that implicate state tax issues. Those bills include the Business Activity Tax Simplification Act; the Digital Goods and Services Tax Fairness Act; and the Mobile Workforce State Income Tax Simplification Act. The

Committee has not publicly added OSSA to the hearing agenda on the website, but we understand that the Judiciary Committee is actively working to add a panel devoted entirely to reviewing the OSSA draft.

Looking forward, some believe that Congress may look to amend some version of sales tax parity legislation on to a bill to reauthorize the Internet Tax Freedom Act (ITFA), which expires on October 1. Marriage between ITFA and the Marketplace Fairness Act (or a similar alternative) remains popular amongst House and Senate MFA supporters.

TRADE ISSUES

Even before the New Year and the start of the 114th Congress, many expected trade to be a top executive and legislative agenda item and an area of potential compromise between the Democratic President and Republican-controlled Congress.

After a delayed start, the congressional committees of jurisdiction actively debated various trade measures, including Trade Promotion Authority (TPA), in April. The Senate passed its package of trade measures just before the Memorial Day recess. The House is expected to do the same in early June, at which point the two chambers will most likely conference their respective versions of each bill and send them to President Obama for his signature.

TRADE PROMOTION AUTHORITY

In his January 20th State of the Union address, President Obama formally requested Congress renew TPA, which creates an alternative mechanism for the consideration of trade agreements. Congress outlines overall negotiating objectives within the bill, and is closely consulted over the course of negotiations. The final agreement negotiated by the Administration is then sent to Congress for a simple up-or-down vote, without amendment. TPA would clear the way for consideration of two major trade agreements –the Trans-Pacific Partnership and Transatlantic Trade and Investment Partnership – solidifying President Obama's foreign policy legacy in this area.

On Friday, May 22, the Senate passed H.R. 1314, its TPA measure, by a vote of 62-37. Senate Finance Committee Chairman Orrin Hatch (R-Utah) and Ranking Member Ron Wyden (D-Oregon) spent much of the week trying to find a compromise on how many of the 200 filed amendments would be brought to the floor for a vote; the Senate ultimately voted on only six before considering the full measure. The amended bill includes a compromise proposal on currency undervaluation offered by Senators Hatch and Wyden, as well as a provision offered by Senator James Lankford (R-Oklahoma) that would direct U.S. negotiators take into account conditions relating to religious freedom of any party to negotiations for a trade agreement.

House Republican aides indicated on May 22 that the House would vote on all four pending trade bills – (1) TPA; (2) Trade Adjustment Assistance (TAA); (3) a trade preferences measure (AGOA/GSP/Haiti program); and (4) a customs and trade facilitation measure – on the same day sometime after Congress reconvenes in the first week of June. At this time, the House vote on TPA is expected to be a close one – TPA's advocates and opponents are strongly lobbying members to support their respective positions, and its passage is by no means a sure thing.

CUSTOMS AND TRADE FACILITATION MEASURE

On May 19, President Obama called for swift passage of the customs measure, which includes provisions on trade enforcement and facilitation. House Ways & Means Committee Chairman Paul Ryan (R-Wisconsin) pledged to Members of the House Steel Caucus on May 22 that he will accept the trade remedy law changes championed by Senators Rob Portman (R-Ohio) and Sherrod Brown (D-Ohio) in the Senate version of the customs bill when the legislation is conferenced sometime after House passage.

MY BROTHER'S KEEPER (MBK) ALLIANCE

On May 4, President Obama announced that the My Brother's Keeper initiative gained new support in the form of an independent non-profit called My Brother's Keeper Alliance. The new entity, which raised over $300 million in the past year, is composed of a group of private-sector leaders and other philanthropic and community partners, including the chief executives of Sam's Club, Deloitte Consulting, PepsiCo and Sprint, among others. Working together, these partners hope to achieve lasting change in improving life outcomes for boys and men of color. Concurrently, the White House MBK Task Force will continue its similar work in addition to the non-profit. Though the new MBK Alliance is a separate entity from the White House MBK Task force, President Obama is expected to transition into a major role within the new organization after leaving the presidency.

ELEMENTARY AND SECONDARY EDUCATION ACT ("NO CHILD LEFT BEHIND") REAUTHORIZATION

In January 2015, House Education and the Workforce Committee Chairman John Kline (R-MN) and Senate Health, Education, Labor and Pensions (HELP) Committee Chairman Lamar Alexander (R-TN) announced that their Committee's first priority in the 114th Congress would be the reauthorization of the Elementary and Secondary Education Act (ESEA), or the No Child Left Behind Act (NCLB).

The House began a fast-track approach with its version, the Student Success Act (H.R. 5), by moving directly into a markup and bypassing any Committee hearings. The full Committee approved the bill on February 11, after which it was expected to move to the floor. However, the final floor vote was postponed due to consideration of the FY 2015 Department of Homeland Security appropriations bill and concerns that Republican leadership did not have enough support for the bill. The Student Success Act has yet to reach the floor, as it continues to receive criticism from both sides of the political spectrum – from Democrats, for the bill's Title I portability funding component and what they believe to be weak accountability standards, and from conservative groups, such as the Club for Growth and Heritage Action, for not going far enough to free states from annual testing and school performance ratings. Secretary of Education Arne Duncan has been very vocal about his opposition to H.R. 5, and President Obama has stated that he would veto the bill in its current form. Chairman Kline continues to push for a floor vote, though House leadership has given no indication of bringing up the bill in the near future. Chairman Kline has acknowledged he is exploring alternative paths to get a rewrite through the House.

Meanwhile, the Senate version, the Every Child Achieves Act of 2015 (S. 1177), has received bipartisan support and is expected to reach the floor in June or July. After three days of marking up S. 1177, the Senate HELP Committee unanimously passed the measure on April 16. While more contentious issues will play out during the floor consideration, such as federal protections from bullying for gay, lesbian, bisexual and transgender students and Title I portability, the rare unanimous vote in Committee sends a

message to other Senators regarding the urgency for updating No Child Left Behind. Secretary of Education Arne Duncan and early-learning advocates commended the Committee leaders for their work on the bill and particularly for the inclusion of language to expand access to high-quality early education programs. Specifically, the Senate bill would create competitive early learning grants and would ensure that existing funding streams may be applied to preschool programs. Secretary Duncan, Congressional Democrats, and other education stakeholders called for further improvements to be made on the floor, including proposals for universal prekindergarten programs, which Republicans are expected to block.

ATTACHMENT A

FY 2016 SUBCOMMITTEE ALLOCATIONS

Regular Appropriations (Budget Authority)			
Subcommittee	**FY 2015 Appropriation**	**FY 2016 House 302(b)**	**FY 2016 Senate 302(b)**
Agriculture	$20.6 billion	$20.7 billion	$20.5 billion
Commerce, Justice, Science	$50.1 billion	$51.4 billion	$51.1 billion
Defense	$490.2 billion	$490.2 billion	$489.1 billion
Energy and Water	$34.2 billion	$35.4 billion	$35.4 billion
Financial Services and General Government	$21.8 billion	$20.2 billion	$20.6 billion
Homeland Security	$39.7 billion	$39.3 billion	$40.2 billion
Interior and Environment	$30.4 billion	$30.2 billion	$30 billion
Labor, HHS, Education	$156.8 billion	$153.1 billion	$153.2 billion
Legislative Branch	$4.3 billion	$4.3 billion	$4.3 billion
Military Construction and VA	$71.8 billion	$76.1 billion	$77.6 billion
State, Foreign Operations	$40.0 billion	$40.5 billion	$39 billion
Transportation, HUD	$53.8 billion	$55.3 billion	$55.6 billion
TOTAL	**$1.014 trillion**	**$1.017 trillion**	**$1.017 trillion**

PENDING PROGRAMMATIC HIGHLIGHTS

Funding levels in black are those proposed in the President's FY 2016 Budget Request; those in parentheses are enacted FY 2015 levels; those in blue are proposed House levels for FY 2016; and those in red are proposed Senate levels for FY 2016.

COMMERCE, JUSTICE, SCIENCE

Department of Commerce

- Strengthening NIST Cryptographic and Privacy Capabilities to Address the Cybersecurity Concerns of Today and Tomorrow: $13.2 million ($6.2 million FY 2015) [House $]
- NIST Cybersecurity Framework: $55.4 million ($36.4 million in FY 2015) [House $]
- Hollings Manufacturing Extension Partnership (MEP): $141 million ($130 million in FY 2015) [House $ 130 million]
- Advanced Manufacturing Technology Consortia (AMTech): $15 million ($8.1 million in FY 2015) [House $]
- Economic Development Assistance (EDA) Programs: $228 million ($209.5 million in FY 2015) [House $ 213 million]

Department of Justice

- **State and Local Law Enforcement Grants:** $1.14 billion ($1.24 billion in FY 2015) [House $1.99 billion]
  - Byrne Memorial JAG: $388 million ($376 million in FY 2015) [House $409 million]
    - Bulletproof Vests: $22.5 million ($22.5 million in FY 2015) [House $22.5 million]
    - Byrne Competitive Grants: $15 million (not funded in FY 2015) [House $0]
    - Victims of Trafficking: $10.5 million ($42 million in FY 2015) [House $25 million]
    - Prescription Drug Monitoring: $9 million ($11 million in FY 2015) [House $11 million]
    - Second Chance/Offender Reentry: $120 million ($68 million in FY 2015) [House $68 million]
    - Comprehensive School Safety Initiative: $75 million ($75 million in FY 2015) [House $75 million]
    - Community Teams to Reduce the Sexual Assault Kit Backlog: $41 million **(**$41 million in FY 2015) [House $41 million]
  - Body Worn Camera Partnership Program: $30 million (not funded in FY 2015) [House $15 million]
- **Juvenile Justice Programs:** $339.4 million ($251.5 million in FY 2015) [House $183.5 million]
  - Youth Mentoring: $58 million ($90 million in FY 2015) [House $95 million]
  - Title V: Local Delinquency Prevention Incentive Grants: $42 million ($15 million in FY 2015) [House $0]
- **Community Oriented Policing Services (COPS):** $303.5 million ($208 million in FY 2015) [House $235 million]
  - COPS Hiring: $249.5 million ($180 million in FY 2015) [House $0]
  - Community Trust Initiative: House $50 million
- **Office of Violence Against Women Prevention and Prosecution Programs:** $473.5 million ($430 million FY 2015) [House $474 million]
  - STOP Grants: $193 million ($195 million in FY 2015) [House $196 million]
  - Transitional Housing Assistance: $25 million ($26 million in FY 2015) [House $28 million]
  - Grants to Encourage Arrest Policies: $50 million ($50 million in FY 2015) [House $51 million]
  - Consolidated Youth Oriented Program: $10 million ($10 million in FY 2015) [House $11 million]
  - Campus Violence: $26 million ($12 million in FY 2015) [House $16 million]
  - Sexual Assault Services: $27 million ($30 million in FY 2015) [House $35 million]

ENERGY & WATER

Army Corps of Engineers

- **Army Corps of Engineers:** $4.7 billion ($5.45 billion in FY 2015) [House $5.6 billion / Senate $5.5 billion]
  - Investigations: $97 million ($122 million in FY 2015) [House $110 million / Senate $109 million]
  - Construction: $1.17 billion ($1.64 billion in FY 2015) [House $1.63 billion / Senate $1.64 billion]
  - Harbor Maintenance Trust Fund: $915 million ($1.1 billion in FY 2015) [House $1.17 billion /
  - Inland Waterways Trust Fund: $53 million ($112 million) [House $108 million / Senate $108.6 million]

Bureau of Reclamation

- **Water and Related Resources:** $978.13 billion ($978.13 million in FY 2015) [House $950.64 million/ Senate $988.13 million]

Department of Energy

- **Energy Efficiency and Renewable Energy:** $2.7 billion ($1.9 billion in FY 2015) [House $1.65 billion / Senate $1.95 million]
  - Hydrogen and Fuel Cell Technologies: $103 million ($97 million in FY 2015) [House $94 million / Senate $97 million]
  - Solar Energy: $336.7 million ($233 million in FY 2015) [House $151.6 million / Senate $241.6 million]
  - Wind Energy: $145 million ($107 million in FY 2015) [House $90.45 million / Senate $46 million]
  - Geothermal Technology: $96 million ($55 million in FY 2015) [House $46 million / Senate $71 million]
  - Water Power: $67 million ($61 million in FY 2015) [House $38.7 million / Senate $65 million]
  - Vehicle Technologies: $444 million ($280 million in FY 2015) [House $255.4 million / Senate $299 million]
  - Building Technologies: $264 million ($172 million in FY 2015) [House $150 million / Senate $178 million]
  - Advanced Manufacturing: $404 million ($200 million in FY 2015) [House $205 million / Senate $214 million]
  - Weatherization: $228.4 million ($193 million in FY 2015) [House $190 million / Senate $190 million]
- **Advanced Research Projects Agency-Energy**: $325 million ($280 million in FY 2015) [House $280 million / Senate $291 million]
- **Electricity Delivery and Energy Reliability**: $270 million ($147 million in FY 2015) [House $160 million / Senate $152.3 million]
  - Clean Energy Transmission and Reliability: $40 million ($34.2 million in FY 2015) [House $31 million / Senate $34 million]
  - Smart Grid Research and Development: $30 million ($15.4 million in FY 2015) [House $20 million / Senate $15.3 million]
  - Energy Storage: $19 million ($15.2 million in FY 2015) [House $15 million / Senate $13 million]
  - Cyber Security for Energy Delivery Systems: $52 million ($46 million in FY 2015) [House $47 million / Senate $46 million]
- **Office of Science:** $5.3 billion ($5.07 billion in FY 2015) [House $5.1 billion / Senate $5.1 billion]
- **Nuclear Energy:** $907.6 million ($833.5 million in FY 2015) [House $936 million / Senate $950 million]
- **Fossil Energy Research and Development:** $560 million ($560.6 million in FY 2015) [House $605 million / Senate $610 million]
- **Advanced Technology Vehicles Manufacturing Loan Program:** $6 million ($4.5 million in FY 2015) [House $6 million / Senate $6 million]

TRANSPORTATION-HOUSING

Department of Housing

- **Community Development Block Grant (CDBG):** $2.8 billion ($3 billion in FY 2015) [House $3 billion]
- **Tenant-Based Rental Assistance (Section 8)**: $21.1 billion ($19.3 billion in FY 2015) [House $19.6 billion]
  - Voucher Renewals: $18.33 billion ($17.49 billion in FY 2015) [House $18.5 billion]
  - Tenant Protection Vouchers: $150 million ($130 million in FY 2015) [House $130 million]
  - HUD-VASH Vouchers: no funds were proposed for this program; however the President proposes 22,500 new vouchers for families, veterans, and tribal families experiencing homelessness ($75 million FY 2015) [House $75 million]
  - New Families, Veterans, and Tribal Homelessness Vouchers: $177.50 million for 22,500 vouchers to be distributed through a competitive grant process.
  - Section 811 Vouchers: $107.6 million ($83.16 million in FY 2015) [House $107.6 million]
- **Public Housing Capital Fund**: $1.97 billion ($1.9 billion in FY 2015) [House $1.681 billion]
- **Public Housing Operating Fund**: $4.6 billion ($4.4 billion in FY 2015) [House $4.4 billion]
- **Choice Neighborhoods Initiative**: $250 million ($80 million in FY 2015) [House $20 million]
- **Housing Opportunities for Persons with AIDS:** $332 million ($330 million in FY 2015) [House $332 million]
- **HOME Investment Partnerships Program**: $1.06 billion ($900 million FY 2015) [House $900 million]
  - Self-Help Homeownership Program (SHOP): $10 million ($50 million in FY 2015) [House $50 million]
- **Homeless Assistance Grants**: $2.48 billion ($2.14 billion in FY 2015) [House $2.2 billion]
  - Emergency Solutions Grants (ESG): $250 million ($250 million in FY 2015) [House $250 million]
  - Continuum of Care and Rural Housing Sustainability Assistance Program: $1.94 billion ($1.86 billion in FY 2015) [House $1.905 billion]
  - National Homeless Data Analysis Project: $7 million ($7 million in FY 2015) [House $5 million]
- **Lead Hazard Reduction**: $120 million ($110 million in FY 2015).
- **Project-Based Rental Assistance**: $10.76 billion ($9.3 billion in FY 2015) [House $10.65 billion]
- **Housing for the Elderly:** $445 million ($420 million in FY 2015) [House $461 million]
- **Housing for Persons with Disabilities**: $177 million ($135 million in FY 2015) [House $152 million]
- **Housing Counseling Assistance**: $60 million ($47 million in FY 2015) [House $47 million]
- **Rental Housing Assistance (Section 236)**: $30 million ($18 million in FY 2015) [House $30 million]

Department of Transportation

- **Federal Highway Administration (FHWA):** $317 billion over six years for FHWA programs. FY 2016 funding level of $51.3 billion ($41 billion in FY 2015) [House $40.25 billion]
- **Federal Transit Administration (FTA**): $18.4 billion, including $13.9 billion in formula grants ($11 billion in FY 2015) [House $10.7 billion ($8.6 billion for formula grants)]
  - $3.25 billion for Capital Investment Grants (New Starts/Small Starts); total of $20.5 billion over six years ($2.12 billion in FY 2015) [House $1.9 billion ($250 million for project entering an FFGA by the end of FY 2016)]
  - $150 million for the Washington Metropolitan Area Transit Authority (WMATA) [House $100 million]
- **Federal Railroad Administration**: $28.6 billion total over six years.

- Amtrak: The President's Budget restructures current general-funded Amtrak capital, debt service, and operating grants ($1.39 billion in FY 2015) [House $1.14 billion]
- $203.8 million for Safety and Operations ($186.9 million in FY 2015) [House $186.9 million]
- $39.2 million for Research and Development ($39.1 million in FY 2015) [House $39.1 million]

- **TIGER Grants:** $1.25 billion annually, for a total of $7.5 billion over six years, compared to $500 million in FY 2015 [House $100 million]
- **TIFIA:** $1 billion annually, for a total of $6 billion over six years to support credit assistance to project sponsors under TIFIA program. [House - The Committee continues a provision that requires congressional notification before the Department provides credit assistance under the TIFIA program]

Federal Aviation Administration

- **Grants-in-Aid for Airports:** $2.9 billion for FY 2016 ($3.35 billion in FY 2015) [House $3.6 billion]
  - The President's Budget also proposes an increase to the PFC limit from $4.50 to $8.00 for all commercial service airports and eliminates guaranteed AIP entitlement funding for large hub airports.
- **Facilities and Equipment:** $2.86 billion ($2.6 billion in FY 2015) [House $2.5 billion]
- **Next Generation Air Transportation System:** $956 million in funding for NextGen programs in FY 2016 ($857 million in FY 2015) [House $931 million]
- **Contract Tower Programs:** $144.5 million ($144.5 million in FY 2015) [House $154 million]
  - Essential Air Service: $175 million [House $155 million]

National Highway Traffic Safety Administration

- **Highway Traffic Safety Grants:** $577 million ($562 million in FY 2015) [House $561.5 million]

Pipeline and Hazardous Materials Safety Administration

- **Emergency Preparedness Grants**: $28.3 million ($26.2 million in FY 2015) [House $28.3 million]

Leon County
Board of County Commissioners

Notes for Agenda Item #22

Leon County
Board of County Commissioners

Cover Sheet for Agenda #22

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Participation with the City of Tallahassee, the Village Square, and Leadership Tallahassee on the Tallahassee-Leon County Longest Table Event

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator for Intergovernmental and Community Initiatives

Fiscal Impact:
This item has a fiscal impact. The agenda item recommends the County continue to participate with the City of Tallahassee (City), the Village Square, and Leadership Tallahassee on developing the Tallahassee-Leon County Longest Table Event that would tentatively take place on Park Avenue, between Calhoun Street and Gadsden Street. The projected cost of the event is estimated to cost $10,000, with the County and City sharing equally in the cost. Funding is available in the General Contingency Fund for the event.

Staff Recommendation:

Option #1: Approve the County's continued participation with the City of Tallahassee, the Village Square, and Leadership Tallahassee to hold the Longest Table Event.

Option #2: Approve the Budget Amendment Request in the amount of $5,000 for the Tallahassee-Leon County Longest Table Event (Attachment #1).

Report and Discussion

Background:

Leon County has a long history of promoting citizen involvement to guide policy and shape our community. On February 25, 2014, the Board formally partnered with the Village Square in its continuous effort and commitment to engage citizens through unique and meaningful programs. The formal partnership builds upon the mutual goals of the County's nationally recognized Citizen Engagement Series and the Village Square for greater and sustained citizen involvement and engagement.

The partnership led to the creation of the Club of Honest Citizens, which blends the best elements of the Citizen Engagement Series and Village Square by providing transparency of County government, while building relationship between citizens, County Commissioners, and staff through social settings. The program is inspired by the grass root Club of Honest Whigs, created by Benjamin Franklin prior to the American Revolution, that held social events that encouraged participants to discuss and debate; leading to ideas regarding police, volunteer firefighters, and the first public libraries.

On September 2, 2014, the Board continued its partnership with Village Square to host two Club of Honest Citizens events in 2015 following the success and positive feedback of the first Club of Honest Citizens season. One of the events approved was the implementation of a dinner under the canopy road proposal that was presented during the inaugural year of the Club of Honest Citizens as a unique opportunity in which the County could engage citizens.

On December 15, 2014, a Mayor/Chair meeting was held between Chairman Mary Ann Lindley and Mayor Andrew Gillum. At that time, Mayor Gillum presented the Longest Table Initiative concept of holding an outdoor community dinner and requested collaborating with the County, as well as the Village Square, to hold the event. Chairman Lindley informed Mayor Gillum of the County's Dinner Under The Canopy event and the potential opportunity to collaborate on the two events with the approval of the County and City Commissions.

This partnership with the City of Tallahassee, the Village Square, and Leadership Tallahassee to hold the Longest Table Event is consistent with to the following revised FY2012 - FY2016 Strategic Initiatives that the Board approved at the January 27, 2015 meeting:

- Implement Strategies to further engage citizens.

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

- Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community (G3 - 2012).

Analysis:

Tallahassee-Leon County Longest Table Event

The Longest Table Initiative offers the opportunity to participate with the City of Tallahassee and Village Square to hold a seated dinner event in a downtown location that invites citizens to have a meal and open dialogue on issues that impact the community. Additionally, Leadership Tallahassee has expressed interest and has been an active partner in developing a preliminary concept for the Longest Table event.

The Tallahassee-Leon County Longest Table Event would tentatively take place on Park Avenue, between Calhoun Street and Gadsden Street, across from the Knott House Museum. Concepts for the event potentially involve citizens having the opportunity to share their stories about the community and build relationships with neighbors of diverse socioeconomic and geographical backgrounds around the table. The longer-term goal of the event is to serve as an initial social gathering that empowers citizens to host similar events in their homes and/or neighborhoods fostering greater community engagement. The concept has been implemented in communities throughout the world including Lisbon, Portugal, Bosco, Italy, and Delray Beach, Florida. Community dinner events have been highlighted in Peter Kageyama's book, *For The Love of Cities* as an opportunity to foster social attachment or the sense of the attachment and belonging that people have to their community.

Given the limitations on space, a final number of citizens to be invited (tentatively set at 250) to the seated dinner event catered by a local restaurant needs to be determined. The projected cost of the event is $10,000, which would be divided between Leon County and the City of Tallahassee ($5,000 each). Village Square would handle all costs associated with promotion and advertisement. An outreach committee would be formed to ensure a cross-section of the community is represented at the event. Several civic and religious leaders, as well as the Tallahassee Downtown Improvement Authority, have expressed interest in participating in the event and assisting with outreach to the community.

Conclusion

Social attachment or the sense of the attachment and belonging that people have to their community is considered one of the best predictors of the performance of public institutions, the economic success of communities, and individuals' health and well-being. The Tallahassee-Leon County Longest Table Event would serve as an opportunity that creates the conditions for social attachment that foster relationships between citizens and their County government. The event would demonstrate the County's commitment to promote trust, strengthen partnerships, and create meaningful opportunities for citizen and community engagement. Additionally, it provides an opportunity for collaboration with the City and community partners to broaden the County's effort to engage citizens. Therefore, staff recommends that the County participate with the City of Tallahassee, the Village Square, and Leadership Tallahassee on the Tallahassee-Leon County Longest Table Event. Should the Board approve moving forward, the event would be held in lieu of the Dinner Under the Canopy.

If the Board wishes for the County to continue to participate in this event, staff will continue to work with the other community partners in finalizing the details of the dinner. Preliminary discussions have targeted late summer/early fall for the dinner to occur.

Options:

1. Approve the County's continued participation with the City of Tallahassee, the Village Square, and Leadership Tallahassee to hold the Longest Table Event.
2. Approve the Budget Amendment Request in the amount of $5,000 for the Tallahassee-Leon County Longest Table Event.
3. Do not approve the participation with the City of Tallahassee, the Village Square, and Leadership Tallahassee to hold the Tallahassee-Leon County Longest Table Event.
4. Board direction.

Recommendations:

Options #1 and #2.

Attachment:

1. Budget Amendment Request and Contingency Statement

FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST

No: BAB15027
Date: 6/24/2015

Agenda Item No:
Agenda Item Date: 7/7/2015

County Administrator
Vincent S. Long

Deputy County Administrator
Alan Rosenzweig

Request Detail:

Revenues

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
							-
				Subtotal:		-	

Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
001	990	59900	599	General Fund Contingency Reserves	157,500	(5,000)	152,500
001	820	54900	519	Longest Table Event	-	5,000	5,000
				Subtotal:		-	

Purpose of Request:

This budget amendment aligns funding for the Longest Table Event in which the County will partner with the City of Tallahassee (City), the Village Square and Leadership Tallahassee which would take place on Park Avenue between Gadsden and Calhoun streets. The projected cost of the event would be $10,000 which would be divided between the County and City ($5,000). Funding is available in the General Contingency Fund for the event.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: **Resolution** ☐ **Motion** ☒ **Administrator** ☐

BUDGET "OPERATING" CONTINGENCY RESERVES
CONTINGENCY FUND UPDATE (FY 2014/15)

			GENERAL FUND 001-990-59900-599	Beginning Balance: **$200,000.00**
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1	28-Oct-14	28-Oct-14	$30,000 for Whole Child Leon	$30,000
2	10-Feb-15	10-Feb-15	$10,000 for Operation Homeless Veterans Stand Down	$10,000
3	10-Mar-15	10-Mar-15	$2,500 for 25th Celebration of Americans With Disabilities	$2,500
4	12-May-15	12-May-15	$50,000 for America's Second Harvest Food Bank - Big Bend	$50,000
5	26-May-15	26-May-15	Motorola Risk Assessment (Gartner, Inc.)	$46,666
6		***7-Jul-15***	***Longest Table Event***	***$5,000***
7				
8				
9				
10				
13				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
		Bold, Italic items are pending Board Approval		
			USAGE TO DATE (TOTAL AMENDMENTS)	**$144,166.00**
			ENDING BALANCE	**55,834.00**
			END BALANCE AS % OF BEGIN BALANCE	**28%**
			USAGE BALANCE AS % OF BEGIN BALANCE	**72%**

Leon County
Board of County Commissioners

Notes for Agenda Item #23

Leon County
Board of County Commissioners

Cover Sheet for Agenda #23

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of $1,018,437 for the Construction of the Killearn Lakes Unit 1 Drainage Improvement Projects

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Katherine Burke, P.E., Acting Director, Public Works
Lead Staff/ Project Team:	Kimberly Wood, P.E., Chief of Engineering Coordination

Fiscal Impact:

This item has been budgeted and adequate funding is included in the proposed FY 2015/2016 Capital Improvement Program budget.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of $1,018,437 for the Construction of the Killearn Lakes Unit 1 Drainage Improvement Projects (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:
The original stormwater management concept for Killearn Lakes was for "Sheet Flow" from the road right-of-ways and lots to be conveyed to the extensive Green Spaces and, ultimately, into the lakes/stormwater facilities. Over the years, the Green Spaces have been left in their natural state and trash, underbrush, and deadfall have impeded stormwater flows. The proposed project is to clean up and enhance the Green Spaces, such that they will function as originally intended for stormwater treatment and flood control. Due to the amount of Green Spaces needing to be improved and limited funding, the project was phased to focus first on the primary drainage ways in Units 1, 2, and 3. The bids for Units 2 and 3 have been awarded and are currently under construction.

The proposed work in Unit 1 consists of the following:

- the cleaning out of underbrush, deadfall, and trash;
- removing sediments that have built up in existing channels and restoring them such that they can provide effective conveyance of stormwater;
- repairing existing conveyance systems, such as curbs and swales, utilizing berms and swales to redirect stormwater to the Green Spaces and safely pass it through the subdivision;
- enhancing the Green Spaces by removal of dead and invasive vegetation and replanting with native species; and,
- cleaning of the Green Spaces to reduce the risk of fire, while enhancing wildlife habitat.

Analysis:
The Invitation to Bid for the Killearn Lakes Unit 1 improvements was advertised locally on May 22, 2015. A total of 353 vendors were notified through the automated procurement system. Thirty eight vendors requested bid packages and the County received four bids on June 25, 2015.

The lowest responsive bidder is Allen's Excavation for a total bid price of $1,018,437 (Attachment #2).

Company	Total
Allen's Excavation	$1,018,437
Sandco	$1,141,756
Talcon	$1,618,500
North Florida Asphalt	$1,488,024

The M/WSBE Division reviewed the M/WBE participation plans for the four bids to determine if the Aspirational Targets of 17% MBE and 9% WBE for this project were met (Attachment #3). All bidders either met or exceeded the Aspirational Targets.

Options:

1. Approve the Agreement awarding bid to Allen's Excavation, Inc. in the amount of $1,018,437 for the construction of the Killearn Lakes Unit 1 Drainage Improvement Projects (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Allen's Excavation in the amount of $1,018,437 for the construction of the Killearn Lakes Unit 1 Drainage Improvement Projects.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement with Allen's Excavation, Inc.
2. Bid Tabulation Sheet
3. M/WSBE Analysis

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ALLEN'S EXCAVATION, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County the following services related to Killearn Lakes Greenways in accordance with: 1) Killearn lakes Greenways Maintenance and Restoration, Phase 1A, Bid# BC-06-25-15-39 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within three hundred and sixty five (365) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

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 TO THE GENERAL CONTRACTOR

A. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, the 10% retainage shall be reduced to 5% at 50% completion of the work.

B. Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the Owner, finished and ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the General Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to General Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

C. Payments to Subcontractors - The General Contractor shall promptly, but not later than 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retain age of ten percent (10%). If there should remain items to be completed, the General Contractor and Architect-Engineer shall list those items required for completion and the General Contractor shall require the retain age of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The General Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retain age, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

D. Delayed Payments by Owner - If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor, then the General Contractor may, upon fourteen (14) additional days advance written notice to the Owner and the Architect-Engineer stop the Project until payment of the Amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the General Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

E. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the Owner on each occasion).

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:	Kimberly Wood
Street Address:	2280 Miccosukee Road
City, State, Zip Code:	Tallahassee, FL 32308
Telephone:	850-606-1545
E-mail:	woodk@leoncountyfl.gov

B. The Contractor's Project Manager is:

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

C. Proper form for a payment request for this contract is:

For the purposes of this section, the term "Agent" shall refer to the Engineer when the County (Owner) has engaged their professional services an to serve as an Agent for a project. In those instances when no Agent has been retained for the project, the County shall provide services as Agent with its own staff.

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Agent/Owner a comprehensive list of items to be completed or corrected prior to final payment. For contracts less than $10 million in value, the list must be developed within 30 calendar days of substantial completion. For contracts more than $10 million in value, the list must be developed within 30 calendar days of substantial completion unless the parties agree in writing to extend it up to 60 days. Failure to include an item on such list does not alter the responsibility of the contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Agent/Owner will make an inspection to determine whether the Work or designated portion is substantially complete. If the Agent/Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, it shall be added to the list and the Contractor shall, before the issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Agent/Owner. In such case, the Contractor shall then submit a request for another inspection by the Agent/Owner to determine Substantial Completion.

Upon completion or correction of all the items on the list, the Contractor may submit a payment request for all remaining retainage. The County may withhold up to 150% of the cost of any incomplete items.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event

shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

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

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

1. General Liability: $1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a $2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

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

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically identified by Leon County.

10. LICENSES

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

11. ASSIGNMENTS

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

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to , herein called Owner, in the sum of $, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated , between Principal and Owner for construction of , the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 20__.

(Name of Principal)

By:
(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

16. MONITORING

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

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

17. TERMINATION

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

18. PUBLIC ENTITY CRIMES STATEMENT

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

19. UNAUTHORIZED ALIEN(S)

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

20. EMPLOYMENT ELIGIBILITY VERIFICATION

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

b. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the

subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

c. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

d. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

e. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. REVISIONS

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

24. VENUE

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

25. CONSTRUCTION

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

26. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

Exhibit A - Solicitation Document
Exhibit B - Contractor Response
Exhibit C - Tabulation Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

ALLEN'S EXCAVATION, INC.

By: _____
President or designee

_____
Printed Name

Title: _____

Date: _____

_____

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

   Bid No. _____
   Board of County Commissioners
   Leon County Purchasing Division
   1800-3 N. Blair Stone Road
   Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.

3. Bid must contain an original, manual signature of an authorized representative of the company.

4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.

5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.

6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

PURPOSE:

Leon County is seeking the services of qualified contractor to perform restoration services for the Killearn Lakes Drainage Project Phase 1A unit 1, is to reconstruct stormwater management conveyances within Killearn Lakes Unit 1. The original concept for Killearn Lakes was for "Sheet Flow" from the road right of ways and lots to be conveyed to the extensive Green Spaces and ultimately the stormwater would be conveyed into the lakes/stormwater facilities. Over the years the Green Spaces have been left to revert back to a natural state. Trash, underbrush, deadfall and sedimentation have impeded the conveyance of stormwater flows. The proposed project is to clean up and enhance the Green Spaces such that they will function as originally intended for stormwater conveyance and flood control. The expected work will include removal of underbrush, deadfall, and trash, removal of sediment build up in existing channels, reconstruction of defined swales, repairing existing drainage structures (i.e. pipes, curbing, swales, etc.), installation of berms and pipes, stabilization of eroded ditch sections with sandbags, and replanting/landscaping of disturbed areas. See Technical Specifications for details.

Construction plans may be found at: http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents. All other documents are on Procurement Connect.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled**. The website addresses follow:

Addenda: http://www.leoncountyfl.gov/procurementconnect/

Public Meetings: http://www.leoncountyfl.gov/procurementconnect/

Table 1 - Schedule of Events	
Date and Time (all eastern time)	**Event**
May 24, 2015	**Release of the ITB**
June 10, 2015 at 10:00 a.m.	**MANDATORY PRE-BID MEETING:** Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: June 16, 2015 at 5:00 p.m.	**QUESTIONS/INQUIRIES DEADLINE:** Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: June 25, 2015 at 2:00 p.m.	**BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE:** Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

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

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

CONTRACTOR'S QUALIFICATIONS

The Primary Contractor must be certified by the Florida Department of transportation in the major areas of work listed in the technical specification as well all Roadway Construction Contractors and Stormwater Conveyance Contractors used on the project shall also possess a current and valid FDOT Certificate of Qualifications. Copies of both the contractor's, and any proposed subcontractors' Certificate of Qualifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate FDOT certification in the fashion described will result in the rejection of bid.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: http://www.leoncountyfl.gov/procurementconnect/. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/ for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: http://www.leoncountyfl.gov/procurementconnect/ by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

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

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

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form “AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.”

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified

minority and women-owned business enterprises in a competitive environment. This program shall:

a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.

c. Provide increased levels of information and assistance available to MBE's and WBEs.

d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

2. The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.

3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

Respondent **must complete** and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

a. Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied

b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.

d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.

e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.

g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.

h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:	Minority Business Enterprise - 17%
	Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.

b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):

1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.

2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.

3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.

4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation**. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

   a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

   b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

   The maximum cost differential shall not exceed $20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed $250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed $250,000 in value, the County may give preference to local businesses in the following manner:

   a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business , then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.

   b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

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3. Local business definition. For purposes of this section, "local business" shall mean a business which:

   a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

   b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

   c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

<u>INSURANCE</u>:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

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

   a. General Liability: $1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a $2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

   b. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

   c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

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

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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, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

      3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

      4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

   b. All Coverages

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

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

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

   Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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

<u>AGREEMENT</u>:

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

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

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PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached “IDENTICAL TIE BID” form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

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Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and
a corporation, as Surety, are bound to , herein called Owner, in the sum of $, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated , between Principal and Owner for construction of , the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 2013.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within three hundred and sixty five (365) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

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Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

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

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

   a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

   b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS TO THE GENERAL CONTRACTOR (PW construction)

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance

with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

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

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

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

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

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

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WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney=s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.

2. Failure to update the information on file including address, product, service or business descriptions.

3. Failure to perform according to contract provisions.

4. Conviction in a court of law of any criminal offense in connection with the conduct of business.

5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

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6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

TECHNICAL SPECIFICATIONS:

1. SUMMARY OF WORK

1.1 KILLEARN LAKES DRAINAGE PHASE 1A - UNIT 1

The scope of work to be performed under this bid for the Killearn Lakes Drainage Project Phase 1A unit 1, is to reconstruct stormwater management conveyances within Killearn Lakes Unit 1. The original concept for Killearn Lakes was for “Sheet Flow” from the road right of ways and lots to be conveyed to the extensive Green Spaces and ultimately the stormwater would be conveyed into the lakes/stormwater facilities. Over the years the Green Spaces have been left to revert back to a natural state. Trash, underbrush, deadfall and sedimentation have impeded the conveyance of stormwater flows. The proposed project is to clean up and enhance the Green Spaces such that they will function as originally intended for stormwater conveyance and flood control. The expected work will include removal of underbrush, deadfall, and trash, removal of sediment build up in existing channels, reconstruction of defined swales, repairing existing drainage structures (i.e. pipes, curbing, swales, etc.), installation of berms and pipes, stabilization of eroded ditch sections with sandbags, and replanting/landscaping of disturbed areas.

The proposed work is located in the greenways and public rights of way in Unit 1 of the Killearn Lakes Subdivision, Sections 9, 15, & 16 of Township 2 North 1 East, Florida.

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans. The construction procedure, materials, equipment, and the technical specifications listed herein, shall be in accordance with the following specifications and contract documents:

2.1 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2010 Edition and all supplemental documents thereto.

2.2 FDOT Roadway and Traffic Design Standards, 2010 Edition.

2.3 Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010. (See attachments.)

2.4 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.

In the event of any conflict between the Florida Department of Transportation’s standard specifications and the specifications of this contract, the specifications of this contract shall govern.

3. MANDATORY PREBID CONFERENCE

Contractors are required to attend the pre-bid conference and the subsequent onsite visit to be qualified for bidding.

4. SPECIAL PROVISIONS

4.1 An allowance of 365 calendar days has been set for the completion of this Contract, including utility coordination and relocation.

Contractor shall invite all utilities involved in this project to attend the pre-construction conference. The contractor will be responsible for coordinating any Utility Relocations

4.2 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at

http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm.

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department.

4.3 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

4.4 The contractor will be responsible for construction layout and surveying, including providing Record Drawings at the end of the job. Pay item LC-002 to be lump sum.

4.5 It is Contractor's responsibility to verify and locate all the utilities to avoid damages.

4.6 It is the Contractor's responsibility to establish a staging area with Engineer's review and approval prior to commencement of construction. The Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain a temporary staging area permit from Leon County Growth and Environmental Management Department.

The contractor shall remove all equipment from the roadway and the shoulder during non-working hours to ensure the least practicable interference with traffic and pedestrians. The contractor is to provide the area for storing equipment.

4.7 Within 15 days after the contract has been awarded, the contractor shall submit to the engineer or his designee a working schedule for the project showing in detail the working day on which he expects to begin and complete each of the various major items of the work to be performed.

4.8 A copy of the permits are included in this bid as attachments 4 & 5. (except the NPDES Permit referenced as the Contractors responsibility above in Section 4.2) Contractor is also responsible to ensure all construction activities comply with the permit requirements. Please see "Special Conditions" of all permits, as these conditions may affect means/methods of work.

4.9 Dewatering:

a. If pumping is necessary for dewatering, the contractor shall use biodegradable fluids to prevent potential pollution.

b. Best management practices shall be followed, and all dewatering measures shall be approved by the County environmental inspector.

c. Contractor shall check with NWFWMD for potential permit requirements at (850)921-2986.

d. Contractor shall also comply with the directions given by the County environmental inspectors.

4.10 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.

4.11 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.

4.12 The Contractor shall coordinate with the School Board before and during construction.

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4.13 Working hours will normally be from 9:00 a.m. to 4:00 p.m., Monday through Friday, however, upon request of the contractor, the engineer or his designee, may consider an alternative to these working hours based on the time of the year, site, weather, and traffic conditions.

4.14 Obstructions and barricades shall be lighted at night and such lights shall be kept burning from sunset to sunrise. All such signing and traffic control within the limits of the project shall be done in accordance with the engineer or his designee, applicable OSHA regulations and MUTCD

4.15 The Contractor shall provide two weeks advanced notice to Leon County Public Works Department for any planned road closure.

4.16 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.

4.17 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.

5. ATTACHMENTS

Attachment #1	Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010
Attachment #2	Permitted Construction Plans for Killearn Lakes Drainage Project Phase 1A Unit 1
Attachment #3	Killearn Lakes Drainage Project Phase 1A Unit 1 Pay Item Sheet.
Attachment #4	Leon County Environmental Management Permit
Attachment #5	NWFWMD ERP Permit

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____ Completed Bid Response Sheet with Manual Signature
_____ Affidavit Immigration Laws
_____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
_____ Identical Tie Bid Statement
_____ Insurance Certification Form
_____ Certification/Debarment Form
_____ Applicable Licenses/Registrations

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

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

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Bid Total from Unit Price Sheet: _____

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

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

Allen's Excavation, Inc.
(Firm Name)

BY Allen Weldon
(Authorized Representative)

Allen Weldon
(Printed or Typed Name)

ADDRESS 6403 Woodville Hwy
Tallahassee, FL 32305

EMAIL ADDRESS allensexcavation@hotmail.com

TELEPHONE 850-421-6872

FAX 850-421-2391

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Bid Total from Unit Price Sheet: $ 1,018,437.00

ESTIMATE OF COSTS
KILLEARN LAKES GREENWAYS
PHASE 1a - UNIT 1

ITEM DESCRIPTION	ITEM #	UNIT	QUANTITY	UNIT PRICE	EXT TOTAL
MAINTENANCE OF TRAFFIC					
Mobilization	101-1	LS	1	$ 65,000.00	$ 65,000.00
Maintenance of Traffic	102-1	LS	1	$ 8,000.00	$ 8,000.00
EROSION CONTROL					
Sediment Barrier (Staked Type IV Silt Fence w/ Hay Bales)	104-10-3	LF	10,712	$ 6.50	$ 69,628.00
Sediment Barrier (Staked Hay Bales in swales)	104-10-3	LF	4,681	$ 3.00	$ 14,043.00
Soil Tracking Prevention Devices	104-15	EA	6	$ 3,000.00	$ 18,000.00
Tree Protection Barricades at Limits of Construction	LC-010	LF	22,667	$ 3.00	$ 68,001.00
EARTHWORK					
Clearing and Grubbing	110-1-1	LS/AC	6.400	$ 16,000.00	$ 102,400.00
Regular Excavation (Swales)	120-1	LS	1	$ 267,000.00	$ 267,000.00
PAVEMENT AND CONCRETE					
Concrete Curb & Gutter (modifed Type F)	520-1-10	LF	187	$ 20.00	$ 3,740.00
Concrete Pavement (Concrete Flumes)	350-2-1	SY	15	$ 130.00	$ 1,950.00
DRAINAGE					
24" Reinforced Concrete Pipe	430-174-124	LF	59	$ 130.00	$ 7,670.00
24" MES	430-982-129	EA	2	$ 1,500.00	$ 3,000.00
RipRap Sand Cement (Ditch Paving)	530-1	CY	67	$ 390.00	$ 26,100.00
INCIDENTAL CONSTRUCTION					
Existing structures to be relocated (fencing, playhouse, etc.)	LC-001	LS	1	$ 2,500.00	$ 2,500.00
Construction Layout / Surveying (staking limits of const., etc)	LC-002	LS	1	$ 20,000.00	$ 20,000.00
LANDSCAPING					
Performance Turf (Sod)	570-1-2	SY	10,000	$ 3.60	$ 36,000.00
Plastic Filter Fabric, Stabilization (Turf Reinfocement Mat)	571-1-11	SY	18,000	$ 7.00	$ 126,000.00
Shrubs (all shall be 1 gal.)	580-1-1				
Beautyberry		EA	150	$ 13.00	$ 1,950.00
Cherokee Bean		EA	125	$ 11.00	$ 1,375.00
Witch-hazel		EA	50	$ 13.50	$ 675.00
Inkberry		EA	160	$ 13.50	$ 2,160.00
Yaupon Holly		EA	160	$ 13.00	$ 2,080.00
Darrow's Blueberry		EA	100	$ 13.50	$ 1,350.00
Shiny Blueberry		EA	100	$ 13.50	$ 1,350.00
Southern Arrowwood		EA	155	$ 13.50	$ 2,092.50
Inkberry		EA	95	$ 13.50	$ 1,282.50
Virginia-willow		EA	80	$ 13.50	$ 1,080.00
Wax Myrtle		EA	95	$ 13.00	$ 1,235.00
Highbush Blueberry		EA	90	$ 13.50	$ 1,215.00
Southern Arrowwood		EA	70	$ 13.50	$ 945.00
Small Viburnum		EA	70	$ 13.50	$ 945.00
Groundcover, Vines, and Ferns (all shall be 1 gal.)	580-1-1				
Pink Muhly		EA	800	$ 11.00	$ 8,800.00
Purple Lovegrass		EA	800	$ 11.00	$ 8,800.00
Carolina Jasamine		EA	100	$ 13.00	$ 1,300.00
Coral Honeysuckle		EA	100	$ 13.00	$ 1,300.00
Adam's Needle		EA	200	$ 11.00	$ 2,200.00
Southern Woodfern		EA	100	$ 12.00	$ 1,200.00
Switchgrass		EA	300	$ 11.00	$ 3,300.00
Soft Rush		EA	300	$ 11.00	$ 3,300.00
Cinnamon Fern		EA	300	$ 12.00	$ 3,600.00
Wildflowers (all shall be 1 gal.)	580-1-1				
Swamp Sunflower		EA	125	$ 11.00	$ 1,375.00
Blue Flag Iris		EA	125	$ 11.00	$ 1,375.00
Blazingstar		EA	125	$ 11.00	$ 1,375.00
Cardinal Flower		EA	125	$ 11.00	$ 1,375.00
Widflower (seed)	580-1-1				
Lanceleaf Coreopsis		SY	12,000	$ 1.00	$ 12,000.00
Drummond Phlox		SY	6,000	$ 1.00	$ 6,000.00
Carpetgrass		SY	3,000	$ 1.00	$ 3,000.00
Trees (all shall be 15 gal. or 1" cal.)	580-1-2				
Flowering Dogwood		EA	10	$ 173.00	$ 1,730.00
Persimmon		EA	20	$ 173.00	$ 3,460.00
Redbud		EA	10	$ 173.00	$ 1,730.00
Pignut Hickory		EA	20	$ 175.00	$ 3,500.00
Yaupon Holly		EA	10	$ 173.00	$ 1,730.00
Sweetgum		EA	10	$ 173.00	$ 1,730.00
Southern Magnolia		EA	20	$ 175.00	$ 3,500.00

ESTIMATE OF COSTS
KILLEARN LAKES GREENWAYS
PHASE 1a - UNIT 1

Black Gum	EA	20	$ 173.00	$ 3,460.00
Longleaf Pine	EA	20	$ 173.00	$ 3,460.00
Chickasaw Plum	EA	20	$ 173.00	$ 3,460.00
Live Oak	EA	20	$ 173.00	$ 3,460.00
Sassafras	EA	20	$ 175.00	$ 3,500.00
Florida Maple	EA	15	$ 173.00	$ 2,595.00
Stiff Cornel Dogwood	EA	10	$ 173.00	$ 1,730.00
Loblolly Bay	EA	10	$ 185.00	$ 1,850.00
Silverbell	EA	12	$ 185.00	$ 2,220.00
Dahoon Holly	EA	6	$ 175.00	$ 1,050.00
Sweetgum	EA	10	$ 173.00	$ 1,730.00
Sweet-bay	EA	15	$ 175.00	$ 2,625.00
Swamp Tupelo	EA	12	$ 175.00	$ 2,100.00
River birch	EA	10	$ 175.00	$ 1,750.00
Mulch for Tree and Schrub Plantings	CY	200	$ 60.00	$ 12,000.00
Mulch for Tree Protection (areas between T.O.B. & L.O.C.)	CY	700	$ 50.00	$ 35,000.00
TOTAL ESTIMATED CONSTRUCTION COST				
Initial Projected Construction Cost				$1,018,437.00
ESTIMATE OF COST				**$1,018,437.00**

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Allen's Excavation, Inc.

Signature: Allen Weldon Title: President

STATE OF FL
COUNTY OF Leon

Sworn to and subscribed before me this 25 day of June, 2015

Personally known ✓

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

REBECCA R. WHITE
Commission # FF 205901
Expires May 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(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 CO[illegible] N,

RECEIVED

2014 JUN 25 PM 1:25

PURCHASING DIVISION
LEON COUNTY

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

___✓___ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Allen Weldon
Bidder's Signature

President
Title

6/25/15
Date

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Allen's Excavation, Inc.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

> Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:

    a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied

b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.

d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.

e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.

g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.

h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

_____

_____

_____

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

SECTION 3 – RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification)[1]	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group[2] (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. Bannerman Landscape	Tallahassee, FL	668-1189	F	$91,660.-	landscaping
b. Gaines & Sons	Tallahassee, FL	893-4084	B	$140,330.-	sodding & landscaping
c. Capital City Contracting	Crawfordville, FL	251-4951	B	$32,805.-	concrete & RipRap
d.					
e.					
f.					

Total Bid Amount $ $1,018,437.00

Total MWBE Participation $ $264,795.00

MBE Participation % 17%
WBE Participation % 9%
(MBE or WBE Participation $ 264,795.00
Total Bid $) 1,018,437.00

[1] Certification Attach and submit a copy of each MBE and WBE certification with the proposal.
[2] Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.

Attach Exhibit #B
Page 88 of 19

Posted at 11:00 p.m. on June 29, 2015

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. Meridian Surveying	Tallahassee, FL	668-7641	$20,000.00	lay-out & as-builts
b. RB&B Contracting	Crawfordville, FL	519-0977	$35,000.00	clearing & grubbing
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Attachment #B
Page 39 of 49

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Allen Weldon

Title: President

Firm: Allen's Excavation, Inc.

Address: 6403 Woodville Hwy TLH, FL 32305

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

INSURANCE CERTIFICATION FORM

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

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

☑ YES ☐ NO

Commercial General Liability:	Indicate Best Rating: A Indicate Best Financial Classification: XI
Business Auto:	Indicate Best Rating: A Indicate Best Financial Classification: XI

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

☑ YES ☐ NO

Indicate Best Rating: A
Indicate Best Financial Classification: X

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

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

☑ YES ☐ NO

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

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

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

Name Lynda Turner
Typed or Printed

Signature Lynda Turner

Date 6/25/2015

Title Agent
(Company Risk Manager or Manager with Risk Authority)

ALLEN-3 OP ID: LT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of FL, Inc.
3520 Thomasville Rd #500
Tallahassee, FL 32309
Matt Osiecki

CONTACT NAME: Lynda Turner
PHONE (A/C, No, Ext): 850-656-3747 FAX (A/C, No): 850-656-4065
E-MAIL ADDRESS: lturner@bbtally.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Bridgefield Employers Ins Co	10701
INSURER C: Amerisure Mutual Insurance Co.	23396
INSURER D: Amerisure Partners Insurance C	11050
INSURER E:	
INSURER F:	

INSURED
Allen's Excavation, Inc.
6403 Woodville Hwy
Tallahassee, FL 32305

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X		CPP2088723	08/01/2014	08/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						Empl Bene	$	1,000,000
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO	X		CA2088722	08/01/2014	08/01/2015	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							Pip	$	10,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	3,000,000
	EXCESS LIAB CLAIMS-MADE			CU2088724	08/01/2014	08/01/2015	AGGREGATE	$	3,000,000
	DED X RETENTION $ 0							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A		083044159	02/15/2015	02/15/2016	E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Equipment Floater			CPP2088723	08/01/2014	08/01/2015	R/L Equip		300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Killearn Lakes Greenways Maintenance & Restoration, Phase 1A (Unit 1). Bid No. BC-06-25-15-39. Leon County, its officers, officials, employees and volunteers are included as additional insureds with regard to General Liability and Auto Liability Coverage for this project as required by written contract. General Liability coverage is primary & noncontributory.

CERTIFICATE HOLDER

LEONCO8

Leon County BOCC
301 South Monroe Street
Tallahassee, FL 32301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynda Turner

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Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues 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.

Allen Werden
Signature

President
Title

Allen's Excavation, Inc.
Contractor/Firm

6403 Woodville Hwy Tallahassee, FL 32305
Address

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

COMPLIANCE WITH THE TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Trench Safety Act. The Contractor shall comply with all of the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, laws of Florida). The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act. Additionally, the Contractor is required to break out the costs for complying with the Florida Trench Safety Act.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 01, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	R.C.P Piping	LF	59	5.00	295.00
B.					
C.					
D.					
				TOTAL $	$295.00

DATE June 25, 2015

Official Address
(including Zip Code)
Allen's Excavation, Inc.
6403 Woodville Hwy
Tall., FL 32305

By: Allen Weldon
President
(TITLE)

ATTACH AND INCLUDE THIS PAGE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County=s satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.

b. The term Atrade contractor@ shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

---

9 Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.

9 Bidder agrees to engage not less than _____percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

Allen's Excavation, Inc.
(Firm Name)

BY Allen Weldon Allen Weldon
(Authorized Representative)

Allen Weldon
(Printed or Typed Name)

DATE 6/25/15

Bid Title: Killearn Lakes Greenways Maintenance and Restoration, Phase 1A (Unit 1)
Bid No: BC-06-25-15-39
Opening Date: June 25, 2015 at 2:00 PM

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Allen's Excavation, Inc.	
Current Local Address: 6403 Woodville Hwy Tall., FL 32305	Phone: 421-6872 Fax: 421-2391
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

Allen Weldon
Signature of Authorized Representative

6/25/15
Date

STATE OF FL
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 25 day of June, 2015
By Allen Weldon of Allen's Excavation, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a FL Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

REBECCA R. WHITE
Commission # FF 205901
Expires May 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-06-25-15-39

Bid Title: Killearn Lakes Greenway maintenance & Restoration **Opening Date: Thursday, June 25, 2015 at 2:00 PM**

Item/Vendor	N. Fla. Asphalt	Talcon Group, LLC	Allen's Excavation
Manual Signature	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
Tie Bid	yes	yes	yes
MWSBE	yes	yes	yes
EEO	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Trench Act	yes	yes	yes
Trades	yes	yes	yes
Bond	yes	yes	yes
Total From Unit Price Sheet	$1,488,024.00	$1,618,499.59	$1,018,437.00
No Bid:			

Tabulated By: _____ Joanne Jennings

Exhibit C
Attachment #2
Page 48 of 49

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-06-25-15-39

Bid Title: Killearn Lakes Greenway maintenance & Restoration **Opening Date: Thursday, June 25, 2015 at 2:00 PM**

Item/Vendor	Sandco, Inc.		
Manual Signature	yes		
Affidavit of Immigration	yes		
Tie Bid	yes		
MWSBE	yes		
EEO	yes		
Insurance	yes		
Certificate Debarment	yes		
Trench Act	yes		
Trades	yes		
Bond	yes		
Total From Unit Price Sheet	$1,141,755.18		
No Bid:			

Tabulated By: _____ Joanne Jennings

Exhibit C
Attachment #2
Page 49 of 49

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-06-25-15-39

Bid Title: Killearn Lakes Greenway maintenance & Restoration **Opening Date: Thursday, June 25, 2015 at 2:00 PM**

Item/Vendor	N. Fla. Asphalt	Talcon Group, LLC	Allen's Excavation
Manual Signature	yes	yes	yes
Affidavit of Immigration	yes	yes	yes
Tie Bid	yes	yes	yes
MWSBE	yes	yes	yes
EEO	yes	yes	yes
Insurance	yes	yes	yes
Certificate Debarment	yes	yes	yes
Trench Act	yes	yes	yes
Trades	yes	yes	yes
Bond	yes	yes	yes
Total From Unit Price Sheet	$1,488,024.00	$1,618,499.59	$1,018,437.00
No Bid:			

Tabulated By: _____ Joanne Jennings

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-06-25-15-39

Bid Title: Killearn Lakes Greenway maintenance & Restoration **Opening Date: Thursday, June 25, 2015 at 2:00 PM**

Item/Vendor	Sandco, Inc.		
Manual Signature	yes		
Affidavit of Immigration	yes		
Tie Bid	yes		
MWSBE	yes		
EEO	yes		
Insurance	yes		
Certificate Debarment	yes		
Trench Act	yes		
Trades	yes		
Bond	yes		
Total From Unit Price Sheet	$1,141,755.18		
No Bid:			

Tabulated By: _____ Joanne Jennings

Date: June 25, 2015

To: Kim Wood, Chief of Engineering Coordination
Division of Engineering Services

From: Shanea Y. Wilks, Director
Minority, Women, & Small Business Enterprise (MWSBE)
Office of Economic Vitality

Subject: MWBE Analysis for the Killearn Lakes Greenways Maintenance and Restoration Project (BC-06-25-15-39)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans for four (4) firms to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Killearn Lakes Greenways Maintenance and Restoration Project.

The submitted MWBE Participation Plans for each bidder are as follows:

Allen's Excavation, Inc. met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen's Excavation, Inc.** intends to utilize on this project.

Total Bid Amount	**$1,018,437**				
Name of MWBE	**Race/Gender**	**Certifying Agency**	**Goods & Services**	**MWBE Dollars**	**MWBE Utilization**
Bannerman Landscape, LLC	Non-Minority Female	City of Tallahassee	Landscaping	$91,660	9.0%
Gaines & Sons Striping, Inc.	African American Male	City of Tallahassee	Sodding & Landscaping	$140,330	13.8%
Capital City Contracting, LLC	African American Male	Leon County	Concrete & Rip Rap	$32,805	3.2%
Total MWBE Dollars				$264,795	
Total MWBE Utilization Percentage				26.0%	

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

Total Bid Amount	**$1,141,755**				
Name of MWBE	**Race/Gender**	**Certifying Agency**	**Goods & Services**	**MWBE Dollars**	**MWBE Utilization**
Florida Developers, Inc.	African American Male	City of Tallahassee	Rip Rap, Silt Fence, Tree Protection & Hay Bales	$194,099	17.0%
Persica Landscaping Co., Inc.	Non-Minority Female	City of Tallahassee	Landscaping	$102,758	9.0%
Total MWBE Dollars				$296,857	
Total MWBE Utilization Percentage				26.0%	

Talcon Group, LLC met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Talcon Group, LLC** intends to utilize on this project.

Total Bid Amount	**$1,618,500**				
Name of MWBE	**Race/Gender**	**Certifying Agency**	**Goods & Services**	**MWBE Dollars**	**MWBE Utilization**
Bannerman Landscape, LLC	Non-Minority Female	City of Tallahassee	Landscaping	$145,700	9.0%
Merit Enterprises, LLC	African American Female	City of Tallahassee	Clearing, Erosion Control, Trucking, Etc.	$275,145	17.0%
Total MWBE Dollars				$420,845	
Total MWBE Utilization Percentage				26.0%	

North Florida Asphalt, Inc. met the MWBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **North Florida Asphalt, Inc.** intends to utilize on this project.

Total Bid Amount	**$1,488,024**				
Name of MWBE	**Race/Gender**	**Certifying Agency**	**Goods & Services**	**MWBE Dollars**	**MWBE Utilization**
Florida Developers, Inc.	African American Male	City of Tallahassee	Erosion Controls, Clearing	$253,000	17%
Persica Landscaping Co., Inc.	Non-Minority Female	City of Tallahassee	Landscaping	$97,200	6.5%
Suzanne Diambra Landscaping, Inc.	Non-Minority Female	City of Tallahassee	Concrete, Sod	$36,800	2.5%
Total MWBE Dollars				$387,000	
Total MWBE Utilization Percentage				26%	

Leon County
Board of County Commissioners

Notes for Agenda Item #24

Leon County
Board of County Commissioners

Cover Sheet for Agenda #24

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Agreements Awarding Bids for Custodial Services for Courthouse, Class "A" Facilities, Libraries, Clinical Facilities, and General Services in the Amount of $990,526

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E., Acting Director, Department of Public Works Tom Brantley, P.E., Director, Division of Facilities Management
Lead Staff/ Project Team:	Shelley Cason, Facilities Sr. Operations Manager

Fiscal Impact:

This item has a fiscal impact in the amount of $990,526 for all custodial services, utilizing "green" cleaning products, for a twelve-month period with four one-year extensions. Funding is included in the FY15 budget and proposed FY16 budget.

Staff Recommendation:

Option #1: Approve the Agreements awarding bids for custodial services in the amount of $990,526 for a 12-month period with C & L Associates for Courthouse (Attachment #1), USSI for Class "A" Facilities (Attachment #2), Nelsonic, Inc. for Libraries and General Services (Attachment #3), and Tribond for Clinical Facilities (Attachment #4), and authorize the County Administrator to execute.

Report and Discussion

Background:

The Division of Facilities Management currently administers a series of service contracts for custodial services in all County buildings. Since June 12, 2001, these contracts have been comprised of four separate groupings of County building facilities, which are unique by size, function, and/or location:

- Group I is the Courthouse and the Courthouse Annex;
- Group II are the Libraries;
- Group III are the Health Departments;
- Group IV are remaining County facilities such as: Amtrak, Public Works, Traffic Court, Facilities Management, Dental Clinic, Solid Waste, and other buildings not included in the other three groups.

The original contracts for these four groups had various start dates and expiration dates throughout the year. For better financial and operational management purposes, Facilities Management is extending some of the previous contracts in order to start all of the new custodial contracts on August 1, 2015.

In October 2014, Facilities Management re-evaluated these groups and concluded there was a need for an additional group to service buildings in which outside tenants occupy and/or are highly visible and/or heavily used by the community. The new custodial groups are as follows:

- Group 1 Courthouse;
- Group 2 Class “A” Facilities (Leon County Government Annex (BOA), Welcome Center, and Public Safety Complex);
- Group 3 Libraries;
- Group 4 Clinical Facilities (All Health Departments, Dental Clinic, and Community Service Complex);
- Group 5 General Services Facilities (Amtrak, Ag Center, Public Works, Purchasing, Solid Waste, Traffic Court, Elections Voting Center, Facilities Management, Fleet Management and Transfer Station and other buildings not included in the other four groups).

Analysis:

Bid BC-03-15-13 was opened on March 10, 2015. The bid was advertised locally on February 12, 2015 and 155 vendors were notified through the automated procurement system. A total of 37 vendors requested bid package, which resulted in nine bids (Attachment #5). Two bids submitted by Contractor’s Enterprises and Executive Cleaning were found non-responsive, as they did not meet the minimum qualification specified in the bid (Attachment #6).

The bid award criteria were divided into two sections, preliminary and final. The preliminary bid criteria includes the contractor's cost per square foot for building facilities (35 points); qualifications and experience (20 points); and, detailed operations and management plan (20 points); for a maximum of 75 points. Following the scoring of preliminary bid criteria, no more than four vendors were awarded up to 25 points for the final Presentation bid criteria, for a maximum bid value of 100 points. The final five vendors were interviewed on April 30, 2015.

The low bidders for the five new groups are as follows;

- Group 1- C & L Associates in the amount of $244,853,
- Group 2- USSI in the amount of $265,762,
- Group 3 - Nelsonic, Inc. in the amount of $190,831,
- Group 4- Tribond, in the amount of $168,109,
- Group 5- Nelsonic, Inc. in the amount of $120,971.

The initial term of the four new contracts are for one year, with an anticipated start date of August 1, 2015, and expiration on July 31, 2016. After the initial period, the County, at its discretion, may extend the contract for four additional one-year periods. In acknowledging the Board's strong commitment to the environment and sustainability, staff is recommending the utilization of green cleaning products.

There were no MWSBE aspirational goals associated with this bid. This solicitation did not contain any MWSBE Aspirational Targets because there are no subcontracting opportunities available in this category. However, one of the contractors (C & L Associates) is a certified WBE.

Options:

1. Approve the Agreements awarding bids for custodial services in the amount of $990,526 for a 12-month period with C & L Associates for Courthouse (Attachment #1), USSI for Class "A" Facilities (Attachment #2), Nelsonic, Inc. for Libraries and General Services (Attachment #3), and Tribond for Clinical Facilities (Attachment #4), and authorize the County Administrator to execute.
2. Do not approve the Agreements awarding bids in the amount of $990,526 to C & L Associates, USSI, Nelsonic, Inc., and Tribond.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Draft Agreement with C&L Associates for Group 1
2. Draft Agreement with USSI for Group 2
3. Draft Agreement with Nelsonic for Group 3 and Group 5
4. Draft Agreement with Tribond for Group 4
5. Bid Tabulation Sheet
6. Non- Responsive Memo

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and C & L ASSOCIATES, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County Custodial Services, Group 1, in accordance with: 1) Custodial Services County Wide, Continuing Services, Bid# BC-03-10-15-13 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)__, which is located in Tallahassee, Florida. "

4. TIME:

The Agreement shall be for a period of one (1) year, commencing on July 1, 2015, and shall continue until June 30, 2016. After the initial One (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

5. 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.

6. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:	Shelly Cason
Street Address:	1907 S. Monroe Street
City, State, Zip Code	Tallahassee, FL 32301
Telephone:	850-606-5000
E-mail:	casons@leoncountyfl.gov

B. The Contractor's Project Manager is:

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

C. Proper form for an invoice is:

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

8. 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.

9. INSURANCE

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

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

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

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

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

10. PERMITS

The Contractor shall pay for all necessary permits as required by law.

11. 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.

12. 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.

13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by

the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

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

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

16. TERMINATION

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

17. PUBLIC ENTITY CRIMES STATEMENT

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

18. UNAUTHORIZED ALIEN(S)

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

19. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

20. 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.

21. VENUE

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

22. CONSTRUCTION

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

23. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

Exhibit A - Solicitation
Exhibit B - Vendor Response
Exhibit C - Tab Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

C&L ASSOCIATES, INC.

By: _____
President or designee

_____
Printed name

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

   Bid No. _____
   Board of County Commissioners
   Leon County Purchasing Division
   1800-3 N. Blair Stone Road
   Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.

3. Bid must contain an original, manual signature of an authorized representative of the company.

4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.

5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.

6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

PURPOSE:

Leon County is seeking the services of qualified vendors for custodial services at the locations specified in Table 1 below and performed in accordance with the attached specifications (Attachment A). The County has a commitment to operating all of its facilities in a sustainable manner which includes utilizing green or environmentally preferred products, as well as recycling.

Table 1

Group 1 - Courthouse	**Address**	**Building Square Footage**	**Cleaning Square Footage**	**Restrooms**
Courthouse	301 S. Monroe St.	295,768	**279,512**	**56**

Group 2 - Class Facilities	**Total Square Footage**	255,793	**228,318**	
Government Annex (BOA)	315 S. Calhoun St.	128,191	122,910	20
Government Annex (BOA) Bldg @	311 S. Calhoun St.	18,202	17,822	10
Welcome Center	106 E. Jefferson St.	9,400	8,250	8
Public Safety Complex	Open 24/7			
Main Bldg	911 Easterwood Dr.	76,000	59,703	8
Logistics - EMS	911 Easterwood Dr.	24,000	19,633	5

Group 3 - Libraries	**Total Square Footage**		**149,320**	
Main Library	200 W. Park Avenue	88,230	78,753	10
BL Perry Branch Library	2817 S. Adams St.	16,066	15,694	4
Eastside Branch Library	1583 Pedrick Rd.	13,419	12,000	6
Ft. Braden Branch Library	16327 Blountstown Hwy	5,660	5,288	4
Lake Jackson Branch Library	3840 N. Monroe St. Suite 300	12,372	12,000	4
NE Branch Library	5513 Thomasville Rd.	19,000	18,789	4
Tax Collectors Lake Jackson	3840 N. Monroe St. Suite 103	4,796	4,796	2
Woodville Branch Library	1492 J. Lewis Hall Sr. Rd.	2,000	2,000	4

Group 4 - Clinical Facilities	**Total Square Footage**		**66,710**	
Health Depts.				
Robert Stevens Clinic	1515 Old Bainbridge Rd.	17,963	15,963	6
Southside Health Clinic	872 W. Orange Rd.	15,500	15,128	6
Main Health Dept.	2965 Municipal Way	21,928	21,184	8
Amtrak Dental Clinic	912 Railroad Ave.	4975	4975	4
Community Services Bldg/UA Trailer		8432	8060	6

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Group 5 - General Services Facilities	**Total Square Footage**		**84,359**	
Ag Center	615 Paul Russell Rd.	13,289	11,150	4
Amtrak Station Bldg	918 Railroad Avenue	9,794	7,197	6
Elections Voting Center Warehouse	2990 Apalachee Pkwy	31,332	6,581	4
Facilities Management & Shop bathrooms	1907 S. Monroe St.	4,591	4,291	4
Fleet Mgt. Office/Bays	1800-1 Blairstone Rd.	14,685	1,300	2
Public Works Bldg	2280 Miccosukee Rd.	24,240	23,668	7
Purchasing/MBE/Sign Shop	1800-3 Blairstone Rd.	4,471	3,822	3
Solid Waste Facility 4 buildings	7550 Apalachee Pkwy	11,425	7,495	5
Traffic Court	1920 Thomasville Rd.	15,874	14,842	6
Transfer Station	4900 Gum Rd.	3,000	2,600	4
Truck Sheds Office/Bathroom	1800-8 Blairstone Rd.	2,061	1,413	4

Vendor Restrictions:

It is the intent of Leon County to award each of the five groups individually or in groups imparting price reduction, except that no vendor to be awarded more than two to three groups totaling over 300,000 sf (approximately). Vendors are invited to place bids on as many groups or pairings of groups as they wish to increase the possibility of securing one or more of the groups offered.

Hours of Work:

The County is seeking bid prices (per square foot per month) for scheduled custodial services in the evenings with various hours/days:

Information on the facilities and their initial square footage is contained in Attachment B. Bidder should take note that the
County reserves the right to amend spaces to be cleaned and to change the cleaning times when necessary with only verbal notice provided to contractor.

Term of Agreement:

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2017. After the initial period, at the discretion of the County, the contract may be extended for no more than four () additional (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 period. In the event of suspending services with a vendor, the County may award those services to another vendor or vendors, or re-bid the work.

Price Adjustments:

At the discretion of the County, price adjustments may be negotiated annually beginning with the first extension period. It is the intent of Leon County to not have any price adjustment exceed changes in the Consumer Price Index for all Consumers (CPI-U), for the twelve (12) month period prior to the contract extension. However, changes in CPI alone shall not warrant price adjustments to these contracts.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Bid Pricing:

Bidders will be required to provide bid pricing per square foot per month. The contract shall include all services and the provision of all paper products, hand sanitizers and hand soap being supplied by the vendor as specified in the Leon County Facilities Management Custodial Services Performance Specifications and Forms attached or enclosed.

Bidder Minimum Qualifications:

Bidders must have been in the cleaning business a minimum of 5 years. Also, the bidder must have cleaned a facility of similar size and scope to those required by this bid. For bids on more than two groups, the bidder shall demonstrate cleaning of comparable aggregate square footages within past five years. For size consideration, the bidder should combine 2 buildings that have been cleaned simultaneously to meet the stated square footage requirements. Further, the management staff to be assigned to this contract must have a minimum of no less than three (3) years' experience in the custodial business with proven supervisory experience. Bidders shall be presently conducting cleaning services of the type sought under this bid. To verify this, a listing of at least three facilities currently being serviced that County staff as an option may visit to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, contact person, telephone number, and square footage being serviced.

In order to demonstrate financial capability and capacity, Bidders are required to submit as a part of their bid the following items:

1. A letter from their bank or accountant stating their financial capability to handle this contract (meet payroll and adequately secure supplies and equipment)

2. Proof of insurance capacity by completion of the Insurance Certification form contained in this invitation to bid.

3. Such financial and business information shall be routinely verified by the County subsequent to bid award to insure that the vendor(s) remain financially solvent, insured against applicable risks, and to ensure that business factors affecting the County decision to contract with vendor have not been changed.

BIDDER EXPERIENCE

A. All bidders shall submit the below listed items with the bid. If incomplete information is provided, the bid will be determined to be non-responsive. Bidders not meeting the minimum experience requirements as set out herein will be determined to be non-responsive and the bid will not be considered.

B. All bidders shall provide the reference information requested below for the ~~two largest~~ all projects of the same or a similar nature (square footage, high traffic volume, and large number of restrooms) that you have serviced in the last five years. In addition, all bidders must provide a minimum of five (5) additional references. At least two (2) references must be current customers of the bidder. At least one (1) reference must be for a contract that provided for the commercial cleaning of a building or buildings that totaled a minimum of 10,000 square feet with the contract not having been expired for more than 2 years.

   Each reference shall contain the following:
   1) Name and address of company.
   2) Site of work under contract (address and brief description of facility including square footage).
   3) Person to contact and telephone number (Contract Manager, address and phone number).
   4) How long you have had the contract. (contract term; starting and ending dates)
   5) A written summary of the types of services provided under this contract, including Agreen@ cleaning methods and practices used.

C. All bidders must list all contracts held, including any contracts that have been terminated or lost, due to unsatisfactory performance, within the last five (5) years. These contracts shall be reported in the same format as a reference as outlined above. Failure to comply with this provision will be grounds for denial of or immediate termination of the contract.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

BID AWARD CRITERIA:

The bid will be awarded as soon as possible based to the most responsible, and responsive bidder as determined by the following evaluation criteria:

A. Preliminary Bid Criteria - 75 Points; The following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

1. Cost - 35 Points

The vendor with the adjusted lowest price per square foot per month will receive the full 35 points in the Bid Evaluation. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. In other words, if the low bid was $1.00 per square foot and the next bidder was
$1.10, the second bidder would be receiving 31.8 points or 91% of the score. Example:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 35 = \textit{Point Score for Cost}$$

The cost may be adjusted as provided by the Leon County local preference ordinance detailed elsewhere in this document.

2. Contractor's qualifications and experience - 20 Points

a. Length of time company has operated; length of time providing services similar to those being bid; qualifications of key personnel to be assigned to this project; extent of Contractor current and prior similar contracts; location(s) of Contractor=s office(s); and current and past project references.

b. Company has considerable and readily quantified experience in providing similar services.

c. Company has a proven ability to effectively manage multiple sites. Company shall provide relevant experience data and references.

d. Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans; procedures; documents; staffing; and subcontractors.

e. Company's policy in recruitment and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any site specific needs.

f. Equipment owned/leased by the company and readily available to be assigned to use under the terms of the contract.

g. Experience and knowledge of green cleaning practices.

3. Operations & Management Plan - 20 Points

Contractor=s staffing and approach to providing the services under this bid as indicated by:

a. Staffing - An adequate number of employees and ~~two~~ day-time porters(where applicable) The quantity of labor hours and supervision assigned to the facility to successfully complete the work. The Contractor=s proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.

b. Process - Contractor=s plan to perform the services required in the Custodial Services Performance Specifications. The systems, procedures and forms used by Contractor to monitor the quality of custodial services.

c. Turnaround cleaning services – Contractor's plan to provide immediate, corrective, detailed cleaning of the entire facility for purposes of making an immediate and noticeable impact upon cleanliness and presentation aspects of the facility. These services are to be included in the contractor's bid price per square foot. The contractor shall state both time and performance aspects of this item in their Cleaning Plan.
d. Construction cleaning – Contractor's capabilities, experience, staff, track record, etc., for follow-up to periodic construction work areas.
e. Emergency Services – Contractor's strategy, qualifications, methods, responsiveness and effectiveness to periodic emergency needs.

At its option, the County may total the points from Part A only and forego the Final Bid Criteria appearing in Part B, and use those sub-part scores as basis for making its recommendations for bid awards.
Sub-total 75 Points (Maximum)

B. Final Bid Criteria - 25 points (optional)

1. Presentation - 25 points:

Interviews - Following the evaluation of the items listed above, the County has the option to interview the top three to five bidders in any of the bid groups having the highest subtotals. Bidders shall include a detailed presentation of the Operation and Maintenance plan of the company as a minimum and may present any information that the bidder deems important to display their product and promote their businesses. The bidders shall also respond to any questions as asked by County staff. As a part of the interview or separately if interviews not completed, the bidder must provide representative samples of toilet paper, hand towels, toilet seat cover, hand sanitizer and hand soap that can be left with the County for evaluation.

If Part B is used, the points from Part A & B shall be combined to produce a vendor's final bid score. These scores shall then be ranked in order by each of the bid groups or pairings thereof. Staff may select the individual or paired bid groups that impart the overall lowest cost onto the County from this final short-list of vendors.

Total 100 Points (maximum)

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled**. The website addresses follow:

Addenda: http://www.leoncountyfl.gov/procurementconnect/

Public Meetings: http://www.leoncountyfl.gov/procurementconnect/

Table 1 - Schedule of Events	
Date and Time (all eastern time)	**Event**
February 12, 2015	**Release of the ITB**
February 25, 2015 at 10:00 a.m.	**MANDATORY PRE-BID MEETING:** Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Not later than: February 27, 2015 at 5:00 p.m.	**QUESTIONS/INQUIRIES DEADLINE:** Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: March 10, 2015 at 2:00 p.m.	**BID SUBMISSION DUE DATE/OPENING OF RESPONSE:** Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person=s representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any

employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

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

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: http://www.leoncountyfl.gov/procurementconnect/. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/ for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County

Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: http://www.leoncountyfl.gov/procurementconnect/ by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

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

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

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AAFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.

2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:

   a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.

c. Provide increased levels of information and assistance available to MBE=s and WBEs.

d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE=s, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed $20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed $250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed $250,000 in value, the County may give preference to local businesses in the following manner:

a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business , then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business=s bid was not greater than 110% of the lowest responsive and responsible bid amount.

b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County=s satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term Atrade contractor@ shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders= attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

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

a. General Liability: $1,000,000 combined single limit 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.

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, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor=s insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor=s insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer=s liability.

b. All Coverages

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

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best=s rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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

Bid Title: Custodial Services County Wide, Continuing Services
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AGREEMENT:

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

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

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

PURCHASES BY OTHER PUBLIC AGENCIES:

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

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached AIDENTICAL TIE BID@ form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)_____, which is located in Tallahassee, Florida. "

TIME

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2016. After the initial period, at the discretion of the County, the contract may be extended for no more than four (4) additional (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 period.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases.

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

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

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

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

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

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This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

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

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.

2. Failure to update the information on file including address, product, service or business descriptions.

3. Failure to perform according to contract provisions.

4. Conviction in a court of law of any criminal offense in connection with the conduct of business.

5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing

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activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list **and any other items required by any section of this invitation for bids**. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____ Completed Bid Response Sheet with Manual Signature
_____ Affidavit Immigration Laws
_____ Identical Tie Bid Statement
_____ Insurance Certification Form
_____ Certification/Debarment Form
_____ Applicable Licenses/Registrations

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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

Mary Ann Lindley
Chairman

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

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : _____

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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

Mary Ann Lindley
Chairman

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

C & L Associates, Inc.
(Firm Name)

BY James W. Shutes Jr.
(Authorized Representative)

James W. Shutes, Jr.
(Printed or Typed Name)

ADDRESS 2915 East Park Ave.
Tallahassee, Fl 32301

EMAIL ADDRESS classociates@nettally.com

TELEPHONE 850.216.2536. (Cell: 228-0898)

FAX 216.2536 or 342.9912

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated JWS Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : .073 / $20404.38

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : .0749 / $17101.18

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : .109 / $16275.88

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : .15 / $10,006.50

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : .135 / $11,388.46

RECEIVED

2014 MAR 10 AM 10: 47

PURCHASING DIVISION
LEON COUNTY

C&L ASSOCIATES

Custodial Services County Wide
BC-03-10-15-13
March 10, 2015 @ 2:00 PM

Maintaining Your Investment ~

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AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act (INA)}.

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: C & L Associates, Inc.

Signature: James W. Shuto Jr. Title: Vice president

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 6th day of March, 2015

DIXIE PARKER
MY COMMISSION # EE 084305
EXPIRES: April 13, 2015
Bonded Thru Notary Public Underwriters

Personally known ✓

Dixie Parker
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

_____
(Type of identification)

My commission expires: April 13, 2015

Dixie Parker
Printed, typed, or stamped commissioned name of notary

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

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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: James W. [illegible]

Title: Vice-President

Firm: C&L Associates, Inc.

Address: 2915 E. Park Ave., Tall., Fl 32301

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

__✓__ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

James W. Shuter Jr.
Bidder's Signature

Vice-President
Title

March 9, 2015
Date

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

INSURANCE CERTIFICATION FORM

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

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

9 YES 9 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?

9 YES 9 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?

9 YES 9 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.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

Please mark the appropriate box:

Coverage is in place ✓ Coverage will be placed, without exception ✓

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

Name James W. Shutes, Jr. (Typed or Printed) Signature James W. Shutes Jr.

Date March 9, 2015 Title Vice-President (Company Risk Manager or Manager with Risk Authority)

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues 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.

James W. Shuster
Signature

Vice-President
Title

C & L Associates, Inc.
Contractor/Firm

2915 E. Park Ave., Tallahassee, Fl 32301
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses, if such a license is required by the relevant local government. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: C + L Associates, Inc.	
Current Local Address: 2915 E. Park Ave Tallahassee, Fl 32301	Phone: 850-216-2536 Fax: same
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

James W. Shutes Jr. — 3-6-2015

Signature of Authorized Representative — Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 6th day of March, 2015.

By James W. Shutes Jr., of Vice President,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a C+L Associates, Inc. corporation, on behalf of the corporation. He/she is personally known to me ✓
(State or place of incorporation)

or has produced _____ as identification.
(type of identification)

Dixie Parker
Signature of Notary

Dixie Parker
Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

DIXIE PARKER
MY COMMISSION # EE 094305
EXPIRES: April 13, 2015
Bonded Thru Notary Public Underwriters

Return Completed form with supporting documents to:
1800-3 Blair Stone Road
Leon County Purchasing Division
Tallahassee, Florida 32308

2014 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 10, 2014
Secretary of State
CC3134403405

DOCUMENT# P00000036120

Entity Name: C & L ASSOCIATES OF TALLAHASSEE, INC.

Current Principal Place of Business:

2915-5 EAST PARK AVENUE
TALLAHASSEE, FL 32301

Current Mailing Address:

2915-5 EAST PARK AVENUE
TALLAHASSEE, FL 32301 US

FEI Number: 59-3642305

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SHUTES, JAMES WVP
310 EGRET MARSH RD
TALLAHASSEE, FL 32309 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP	Title	PD
Name	SHUTES, JAMES WJR.	Name	SHUTES, LISA C
Address	310 EGRET MARSH ROAD	Address	310 EGRET MARSH ROAD
City-State-Zip:	TALLAHASSEE FL 32309	City-State-Zip:	TALLAHASSEE FL 32309

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 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES W. SHUTES — VICE PRESIDENT — 04/10/2014

Electronic Signature of Signing Officer/Director Detail — Date

C&LASSO-01 TODONNELL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Legacy Insurance Solutions, LLC
3500 Financial Plaza
4th Floor
Tallahassee, FL 32312-9999

CONTACT NAME: Tina O'Donnell
PHONE (A/C, No, Ext): (850) 894-2333 FAX (A/C, No): (850) 894-3129
E-MAIL ADDRESS: todonnell@legacyinslic.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Company	24082
INSURER B: Bridgefield Employers Insurance Company	10701
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
C & L Associates of Tallahassee Inc.
310 Egret Marsh Road
Tallahassee, FL 32309

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS55509821	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			BAS55509821	04/01/2014	04/01/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		83035067	09/04/2014	09/04/2015	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Leon County
Facilities Management Division
1907 S. Monroe Street
Tallahassee, FL 32301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE

2014-15

LOCAL BUSINESS TAX RECEIPT

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: C & L ASSOCIATES, INC
Location Address: 2915 E PARK AVE #5
TALLAHASSEE FL 32301

Account Number: 73992

Type Code	Sub Code:	Type Description:
850	h	Service - Miscellaneous

C & L ASSOCIATES, INC
JIMMY SHUTES

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)

FOCUS
CREDIT UNION

March 9, 2015

Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

Re: Financial Stability - C & L Associates of Tallahassee, Inc.

To Whom It May Concern:

This letter shall serve as confirmation of the financial stability for C & L Associates of Tallahassee, Inc.

C & L Associates has the capacity of meeting the financial obligations associated with RFP No: BC-03-10-15-13, Custodial Services County Wide. The individuals who own this company have borrowed in excess of $600,000 at any one time and have paid back all indebtedness on or before the due date. C & L Associates also has the financial capacity to borrow up to $800,000 that can be accessed at any time. Additionally, should C & L Associates be awarded this contract, FOCUS Credit Union is prepared to issue an irrevocable letter of credit should the county so desire.

I have found that dealing with the owners of this company to be honest and trustworthy in all the business and personal banking transactions.

If you need any additional information please do not hesitate to contact me at (850) 663-2404 or w.enfinger@focuscu.org.

Sincerely,

William C. Enfinger, President/CEO
FOCUS Credit Union

CITY OF TALLAHASSEE
ECONOMIC & COMMUNITY DEVELOPMENT

LEON

C & L ASSOCIATES OF TALLAHASSEE, INC.

is recognized as a
Women Owned Business Enterprise
Under the
City of Tallahassee and Leon County
Consortium Interlocal Agreement

For a period of two (2) years beginning:

JULY 2, 2014 – JULY 30, 2015

MWSB Administrator

Certification Specialist

Posted at 11:00 p.m. on June 29, 2015

QUALIFICATIONS AND EXPERIENCE

When evaluating qualifications there is no doubt Leon County will have many janitorial businesses who meet the minimum qualifications. C&L Associates of Tallahassee has demonstrated and exceeded these qualifications to clean and service the Leon County facilities. In fact, C&L Associates of Tallahassee, Inc, has actively been engaged in the commercial janitorial business for twenty years with a combined thirty plus years of experience. During this time C&L has earned a reputation for maintaining highly ethical businesses practices. Having always retained more than the required insurance and bonding. Never once lapsing in coverage or presenting contractual risks to the County. Additionally, C&L Associates is very proud to say we have been under contract with Leon County for the last fifteen years. And it is important to note that throughout this time period C&L has serviced every group outlined in (Table 1) this bid with the one exception of the new Public Safety Complex.

So when it comes to evaluating experience, we believe our commitment to Leon County is what sets us apart from the competition. Most businesses can maintain short term responsibility but it takes loyalty and hard earned experience to partner for the long haul. The commercial cleaning business is very challenging and there are occasions when a trash can is missed, a dispenser is not filled or an area is not vacuumed but as our record will reflect, upon close review of the magnitude of square footage and occupants combined with general public access of the current and past project experience of our company, C&L's quality control mechanisms cannot be beat. This experience combined with hands on management produces an extremely low complaint intake. Specifically, listed below are the contract periods in which we proudly serviced the facilities of Leon County.

- ***Leon County Courthouse and Government Annex (BOA)***
  2005 - present (10 years experience)

- ***Leon County Public Libraries***
  2000 - 2005, 2005 - 2010

- ***Leon County General Services Facilities***
  2005 - 2010

- ***Leon County Health Departments***
  2006 (C&L was requested to step in on an emergency basis)

Because of our past contract experience with the county coupled with the fact that we are currently under contract for the Leon County Courthouse and the Courthouse Annex, we believe we are the most experienced and qualified

contractor to execute the specifications outlined in this bid. As you know, there has been a tremendous amount of construction at the Courthouse over the last ten years and we are faced with cleaning challenges daily. Many of which fall outside the scope of our contractual duties. We diligently do our part to handle issues as they arise and in most instances without unnecessarily involving county personnel. In fact, not a week passes that we don't get compliments on our day porter, Mr. Toney Thomas. Mr. Thomas goes above and beyond every day he reports to work. Often times dealing with unsanitary situations the average person could not tolerate. Our employees are the heartbeat of our company and our success is dependent upon their personal desire to service the facility they are assigned. Employee turnover is common in the janitorial business however, C&L Associates does what it takes to retain good employees. Mr. Thomas has been with us and servicing the Leon County Courthouse for nine years. Additionally, another valued employee, Ms. Molly Blake, has been servicing the Bank of America (Annex) building for eleven years. Her dedication and personal attention to the tenants she serves cannot be matched.

Not only have we proven ourselves to be a trustworthy service provider, on several occasions the County has asked us to step in for projects requiring immediate attention outside of our current contracts. An example of this is when we were asked to perform temporary custodial services for all three health clinics. In addition to providing professional service, we executed a seamless transition. This flexibility, quality and dedication further demonstrates our commitment and desire to work with the County. Transitioning to a new contractor comes with significant disruption risk. While C&L will be free to focus on continuing our excellent service, improving current processes, and identifying and implementing value-added services, a new vendor will be preoccupied in establishing a routine and an effective cleaning plan that only experience can render.

We have a wide array of current and past project experience ranging from the very prestigious high security Florida Supreme Court Building to financial institutions, as well as some unique sites that require strict sanitizing such as day care facilities, schools and medical offices. In addition to the Leon County Courthouse and Annex, C&L Associates is currently under contract for additional square footage of tenant occupied space. Each of which has its own unique cleaning challenges. For example, many are accessed by the general public on a daily basis or require strict security measures such as financial institutions. Our ability to effectively manage our business operations has been consistently demonstrated in the dedication we have shown the county. As our record will reflect, we have a 98% success rate on a daily basis. More importantly, we have never lost a contract due to unsatisfactory job performance. In fact, the following reference list includes both current and past contracts in which we welcome an opportunity for an inquiry regarding our reputation. We at C&L Associates feel confident that you will receive positive feedback.

The quality and expertise exhibited by our company has proven essential to the growth of the business, as well as the ability to respond to and meet the needs of

our customers. C&L is proud of the work we have provided the County for the last fifteen years. We are honored to have the potential opportunity to continue our partnership with the County.

"Green Cleaning" has become a necessity for both public and private sector facility management. A well-designed healthy building does not have to be complex or expensive. Green Cleaning is cleaning to safeguard human health while minimizing the impact to the environment. Our goal is to protect the health of building occupants, visitors and cleaning personnel, as well as reducing polluting effects on our air and water. Green Cleaning is more than just using "green" products. The success of C&L's green cleaning program is dependent on numerous factors. While the selection of product is important, it will have little effect in an otherwise inadequate cleaning regimen that leaves facilities dirty and the health of occupants, visitors and the environment at risk. C&L's Green Cleaning Program encompasses a total program including chemicals, procedures, equipment, paper, everything used in an effective cleaning program. C&L utilizes green sealed certified chemicals, paper products and equipment. We are currently providing a green cleaning program at the Courthouse.

In order that we maintain our high ethical and professional standards, C&L Associates has very thorough administrative policies in place. C&L Associates promotes the hiring of individuals without regard to age, race, color, sex, religious creed, national origin, political opinions or affiliations, marital status or disability. Additionally, as reflected in our recruitment policy we have selection criteria and hiring procedures in place so that we may offer the county our best suited employees to perform the scope of work outlined in this contract. Furthermore, we have very strict policies regarding Violence in the Workplace, Sexual Harassment, Discrimination and a Drug-Free Workplace.

Please see Tab 4, Administrative Policies

REFERENCES
C&L ASSOCIATES OF TALLAHASSEE, INC.

BUILDING NAME/ADDRESS	SQUARE FEET	MANAGER & PHONE	CONTRACT DATES
Leon County Courthouse 301 South Monroe Street Tallahassee, Florida 32301	258,297	Shelley Cason (850) 606-5012	2005 -2010 2010-2015
Bank of America 315 South Calhoun Street Tallahassee, Florida 32301	136,468	Shelley Cason (850) 606-5012	2004 -2010 2010-2015
Center of Library Automation Innovation Park Tallahassee, FL 32399	33,400	Mike Adcock (850) 922-6044	2002 to Present
Dept. of Environmental Regulation – LAB 3800 Commonwealth Tallahassee, FL 32399	50,003	Sara Armour (850) 245-8060	2002 - 2007 2013-Present
Citizens Property Insurance 2312 Killearn Center Blvd. Tallahassee, FL 32309	95,575	Cherri Linn (850) 521-8288	2011 - Present
Innovation Park c/o Talcor Com. Real Estate 1018 Thomasville Rd. Tallahassee, Florida 32301	127,741	Mark Frost (850) 224-2300	2011 - Present
Workforce Plus c/o Talcor Com. Real Estate 1018 Thomasville Rd. Tallahassee, Florida 32301	30,000	Beverly Hayes (850) 224-2300	2012 - Present

Please Note:

- **Highlighted references are facilities currently being serviced that the County may choose to visit in order to evaluate performance.**
- **C&L Associates has never lost a contract due to unsatisfactory job performance or failure to fully comply with contract requirements/specifications.**

BOARD OF COUNTY COMMISSIONERS

Leon County Facilities Management Division
1907 S. Monroe St., Tallahassee, Florida 32301
(850) 606-5000 (850) 606-5001 FAX

Commissioners:

BILL PROCTOR
District 1

JANE SAULS
District 2

DAN WINCHESTER
District 3

TONY GRIPPA
District 4

BOB RACKLEFF
District 5

ED DEPUY
At Large

CLIFF THAELL
At Large

PARWEZ ALAM
County Administrator
(850) 488-9962

HERBERT W.A. THIELE
County Attorney
(850) 487-1008

October 31, 2006

Jimmy and Lisa Shutes
C&L Associates
310 Egret Marsh Road.
Tallahassee, Florida 32309

Dear Mr. & Mrs. Shutes:

On behalf of Leon County, I would like to sincerely extend my gratitude to you for your assistance in cleaning the Health Departments on a temporary basis. Due to the unexpected loss of the prior contractor, Leon County was limited in its ability to adequately prepare for the provision of services. Facilities staff provided night services for the first 30 days while efforts began to award the contract to a new vendor. These services were performed on an overtime basis which quickly became cost prohibitive. Additionally, the first bid received no respondents which resulted in a re-bid. At this time it was clear that no permanent vendor would be awarded the contract in the near future.

When requested, you kindly agreed to perform temporary custodial services for all three Health clinics, at total of 53, 391 sq ft. This required a quick and professional response to adequately perform services. You and your team provided excellent service during the four month period. Service levels were seamless allowing staff and patrons to enjoy a clean health care environment. Additionally, service provisions of existing County contracts continue to be of good quality.

With sincere thanks,

Maggie McGrath
Operations Manager

FOCUS
CREDIT UNION

March 9, 2015

Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

Re: Financial Stability - C & L Associates of Tallahassee, Inc.

To Whom It May Concern:

This letter shall serve as confirmation of the financial stability for C & L Associates of Tallahassee, Inc.

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I have found that dealing with the owners of this company to be honest and trustworthy in all the business and personal banking transactions.

If you need any additional information please do not hesitate to contact me at (850) 663-2404 or w.enfinger@focuscu.org.

Sincerely,

William C. Enfinger, President/CEO
FOCUS Credit Union

EQUIPMENT AND SUPPLIES

The following is a list of equipment and supplies presently owned by C&L Associates, however not limited to, which is readily available for use under this contract.

Equipment

Number	Description	Manufacturer	Size/Capacity
48	Vacuums-Green Seal Cert.	Sanitaire Commercial SC5815	1HP 15 inches
6	Carpet Machine/Extractor	Ambassador	5 gal./16 in.
6	Floor Machines	Clark	1.0 HP 20 inches
6	High Speed Buffers	Clark	1.5 HP 20 inches
1	Automatic scrubber	Clark	20 inches
6	Wet Vacs	Nobles	10 gallon
2	Pressure Washer	Ex-Cell - Commercial	3,600 PSI
6	Carpet Dryers	Clark	

Supplies - Paper Products and Chemicals

Product Use	Brand Name/Manufacturer
Toilet Paper 2-ply	Kimberly Clark Surpass
Jumbo Toilet Paper 2-ply	Georgia Pacific
Toilet Seat Covers	Encore Paper Company, Inc.
Multi Fold Paper Towels (natural)	Georgia Pacific
Multi Fold Paper Towels (white)	Kimberly Clark
Roll paper towels	Kimberly Clark
Can Liners	Capitol Poly
Power Kleen	Osceola Supply, Inc
Green Earth Peroxide Cleaner	Betco
Green Earth Glass Cleaner	Betco
Green Earth Daily Floor Cleaner	Betco
Green Earth Floor Stripper	Betco
Green Earth Floor Finish	Betco
Kem Care Pink Hand Soap	Johnson & Johnson
Lemon Pledge	Johnson Wax Professional
Clorox Clean-up	Proctor & Gamble
Spic n Span	Proctor & Gamble

OPERATIONS AND MANAGEMENT

At C&L we believe that leadership and management go hand and hand. Though some may argue that they are not the same we believe they are necessarily linked and are key to the success of our business. At C&L we have always practiced a consistent hands-on, hands-in approach to management. This allows us to properly assess the uniqueness of each new contract by working out the details of all the specifications at a management level. We then have the ability to effectively communicate clear expectations to our team. Our employees do not just look to our managers to assign them a task, but to define for them their purpose. More importantly, we know our employees. Taking the time to understand each individuals strengths and weaknesses produces a solid cohesive team.

Our site managers for the Courthouse and Annex are each prime examples of the leadership style we exhibit throughout our organization. Both of these site managers have been in place for at least eight years. They know these buildings inside and out. Their ability and experience to effectively communicate to the employees what needs to be accomplished on a nightly basis has been demonstrated for the past fifteen years. C&L's ability to handle any irregular/emergency situation is due to the experience and dedication of the employees assigned to these facilities. We take pride in the quality of personnel we employ.

Each new facility serviced by C&L is personally and precisely transitioned by the owner of the corporation. Specifically, the owner acts as site manager for the first 3 to 6 weeks of service. After this initial assessment period we then determine the site manager best suited to carry out the contract specifications set forth for each specific facility. In addition to the site manager there will also be supervisors with very specific roles. C&L practices team cleaning as opposed to zone cleaning.

With a significant emphasis placed on safety, each team member participates in detailed training sessions to learn about their assigned tasks, as well as how to properly handle and maintain equipment and chemicals. Each member is coached on maintaining appropriate stock levels in order to control costs and yet provide adequate supplies. We believe training plays a vital role in effective management. Our training does not end after the first week of employment. We believe training is an ongoing process that involves repetition and attention to detail.

We take great pride in knowing that we are servicing our community, facilities in which our neighbors and friends visit daily. Therefore, we are constantly striving to provide the best service possible. Another advantage to being locally owned and operated is that when our customers have a problem they communicate directly with the owner. Simply put, C&L does not have multiple layers of management to

hinder the effective operation of our cleaning process. In return our customers get an immediate response instead of waiting for a request to make its way up the chain.

In 2004, Department of Management Services called upon us to take over the Capital City Office Complex at Southwood, a one million plus sq. ft. complex, on an emergency basis until they could issue a new bid. We agreed to take on this challenge knowing that any discrepancies on our part would be a detriment to our reputation and our partnership with the State. We had only two weeks to gear up for our start date. Given the magnitude of the complex and the condition of the buildings when we began, C&L provided a smooth transition as was the day to day operation of the project. When C&L completed services at CCOC the buildings were in significantly better condition than when we took over. This project is a prime example of C&L's effective management style.

Yes, C&L's operations and management approach is unique in itself but as you will find in your review, it has proven effective with every client we serve. Therefore, we do not compete for every job that becomes available. At C&L, we carefully chose the businesses and organizations that we wish to partner with and hope they will feel the same. By doing so we consistently provide high quality service at an affordable price.

STAFFING

Based on our past experience servicing these building, the table below reflects the proposed assigned staffing for the Leon County wide facilities. Indicated are the number of persons in each position, the time of day they begin and end their respective work shifts, and the total hours per day.

Group 1 - Courthouse

Position	Number	Begin Time	End Time	Hours/Day
Custodial – Day	1 day	8:00 a.m.	5:00 p.m.	8/5
Custodial – Night	12 night	5:00 p.m.	9:00 p.m.	48/5
Supervisors - Night	1 night	4:30 p.m.	9:30 p.m.	5/5
Site Manager	1 night	4:30 p.m.	10:30 p.m.	6/5
TOTAL Employees	16			

Group 2 - Government Annex (Welcome Center/Public Safety Complex)

Position	Number	Begin Time	End Time	Hours/Day
Custodial – WeekDay	1 day	7:00 a.m.	4:00 p.m.	8/5
	1 day	8:00 a.m.	5:00 p.m.	8/5
Saturday/Sunday	1 day	10:00 a.m.	2:00 p.m.	4/2
Custodial – Night	10 night	5:30 p.m.	9:30 p.m.	40/5
Supervisors - Night	2 night	5:30 p.m.	9:30 p.m.	8/5
Site Manager	1 night	5:30 p.m.	9:30 p.m.	4/5
TOTAL Employees	15			

Group 3 - Libraries

Position	Number	Begin Time	End Time	Hours/Day
Custodial – WeekDay	1 day	10:00 a.m.	5:00 p.m.	7/5
Saturday		10:00 a.m.	4:00 p.m.	6/1
Sunday		2:00 p.m.	4:00 p.m.	2/1
Custodial – Night	12 night	9:00 p.m.	1:00 a.m.	48/7
Supervisors - Night	2 night	8:30 p.m.	1:30 a.m.	5/5
Site Manager	1 night	5:30 p.m.	1:30 p.m.	8/5
TOTAL Employees	16			

Group 4 - Clinical Facilities

Position	Number	Begin Time	End Time	Hours/Day
Custodial – Day	2 day	10:00 a.m.	4:00 p.m.	12/5
	1 day	9:00 a.m..	5:30 p.m.	8.5/5
Custodial – Night	7 night	5:30 p.m.	9:30 p.m.	28/5
Supervisors - Night	2 night	5:00 p.m.	10:00 p.m.	10/5
Site Manager	1 night	4:30 p.m.	10:30 p.m.	6/5
TOTAL Employees	13			

Group 5 -General Services Facilities

Position	Number	Begin Time	End Time	Hours/Day
Custodial – Day	1 day	4:00 a.m.	9:00 p.m.	10/5
Custodial – Night	6 night	5:30 p.m.	9:00 p.m.	24/5
Supervisors - Night	1 night	5:30 p.m.	9:30 p.m.	3.5/5
Site Manager	1 night	4:30 p.m.	10:30 p.m.	6/5
TOTAL Employees	9			

QUALITY CONTROL

To confirm compliance with this proposal, C&L Associates will inspect 20% of the maintained space nightly, so that 100% of the maintained space is inspected weekly. A written record will be maintained of these inspections, and a copy will be submitted weekly to the Contract Manager.

Reflected in our company policy number 004, are the systems and procedures C&L Associates will use to monitor the quality of our custodial services. Additionally, our procedures for inspecting completed work, identifying and correcting defects, and for communicating this information to the Contract Manager is also included in this policy. Attached are inspection forms we will use with these quality control procedures.
Please see TAB 4, company policy number 004, Quality Control.

PROCESS AND CLEANING PLAN

Provided below is a description of how our company proposes to perform cleaning services at each of the Leon County facilities outlined in this bid., so that we may continue to offer quality service.

A. Night Office Cleaning

Night office cleaning will be performed from 5:30 p.m. until 10:30 p.m., Monday through Friday or as specified in staffing tables (TAB 3). Night custodian duties include, but are not limited to: vacuuming, detail cleaning, sanitizing and stocking the restrooms, office cleaning, sanitizing the break areas and maintaining hard floors. Vacuuming staff will be responsible for vacuuming carpeted areas to remove dirt, paper, etc., from offices and common areas. Trash personnel will empty all trash receptacles, clean inside receptacle and replace liners. The site manager will ensure proper segregation of recycled and non-recycled trash. Damp mopping floors will be the responsibility of the night crew, in addition to dust mopping. Dusting personnel will wipe and dust baseboards, chairs, chair rails, clean metal, porcelain and tile surfaces to ensure a polished and shined appearance. The night custodians will be provided a copy of the "Scope of Work " in addition to a checklist, which will be incorporated with the nightly inspection. Specified employees will be assigned exclusively to the restrooms. Their sole responsibility is to detail clean and restock all restrooms, nightly. Upon completion of all nightly duties lights will be turned off and floors/building will be secured.

B. Common Area Cleaning

The on-site supervisors will be held responsible for ensuring that the overall common area cleaning of the building conforms to facility specifications. Monitoring and supervision of the building is the responsibility of the supervisors, as well as ensuring that the scope of work for this contract is completed on a daily basis. Additionally, a nightly inspection will serve as our quality control mechanism.

C. Hard Floor Maintenance

Restrooms, and break rooms will be staffed with a crew who will be designated the responsibility of scrubbing, buffing and waxing the floors. This designation will be assigned and monitored by the on site supervisor.

Restroom floors will be wiped over with a wet mop each night and machine cleaned on an as needed basis or once every three months. The floor crew and project manager will handle this function.

The glossy shine of ceramic floors will be maintained by machine scrubbing on an as needed basis by the floor crew.

Maintenance of all VCT floors will be in accordance with the specifications setforth. A Floor maintenance plan will be submitted within 30 days. This plan will include, but is not limited to stripping and waxing all floors every three (3) months.

D. Carpet Maintenance

Carpets are vacuumed nightly to ensure a neat and clean appearance at all times; site supervisors will inspect daily. Spot cleaning will be performed routinely on an as needed basis.

E. Rest Room Cleaning

Completion of the daily inspection checklist will be performed by the site supervisor. Corrective measures, if any, will be taken at that time. The project manager will also conduct routine inspections.

The night staff will perform all restroom activities. The night staff will perform mopping. Daily activities include restocking supplies and ensuring the restrooms are kept clean all during the day and in accordance with facility specifications. All these responsibilities will comply with the lights off schedule. The night supervisors are responsible for completing the restroom quality control form.

F. Day Custodian Cleaning

The day custodians will be utilized between the hours of 7:30 a.m. until 5:30 p.m. and varies as outlined in the staffing table (TAB 3). Due to the prestigious nature of these facilities and all of which are employed here, the day custodian's primary responsibility is to ensure a clean pleasurable work environment. Specifically, the day custodian will give special attention to detail areas such as the Courtroom, Justices' conference room, and judicial meeting rooms. The day custodian will be responsible for detail cleaning all Justices restrooms, in accordance with the scope of work specifications. These positions will be responsible for restocking all public restrooms twice a day, as well as, policing all entranceways and common areas. The day custodians will be responsible for emergency clean ups to include spill removals from carpets and hard floors. Safety precautions will be taken such as keeping floors dry on rainy days, placing "wet floor" signs and straightening mats. Any procedures that are currently in place will continue to be utilized if in the best interest of the facility.

G. Recycling Office Paper and Co-Mingle (cans/bottles)

The on-site supervisor is responsible for ensuring compliance with the paper recycling procedures. Two separate trash receptacles and collection barrels will be utilized. Collection barrels will be labeled "Recycled Paper" in order to properly sort and transport recycled paper and co-mingled cans and bottles to appropriate dumpsites.

C&L Associates will make a significant effort to comply with the current procedures used for recycling so as not to disrupt the employees current arrangement.

H. Carpet Deep Cleaning

A plan indicating the date of carpet cleaning will be submitted to the County within the initial 30 days of the contract. Heavy traffic areas will be extracted as specified in contract. Carpets will be free of any dirt, dust, lint, stain or foreign matter.

I. Window and Blind Cleaning

All interior glass and mirrors will be wiped clean to remove all; fingerprints, smears, smudges, spots and stains. This task will be monitored by the night supervisors. All glass and metal surfaces of building entrance/exit doors will be maintained as part of the daily cleaning provided by the day time custodian.

J. Dusting Cleaning

All horizontal and vertical surfaces, as indicated in bid specifications will be dusted to remove all lint, litter, dry soil, etc from surface. This includes both low reach areas and high reach areas weekly.

K. Special Cleaning

Special detail work such as stripping, waxing and buffing will be performed on the weekends and possibly some holidays. However, all such activities will be coordinated through the County at least two weeks in advance. This process should also include carpet cleaning.

C&L ASSOCIATES OF TALLAHASSEE, INC
ADMINISTRATIVE POLICY

SUBJECT: RECRUITMENT, SELECTION AND HIRING	NUMBER: 001

PURPOSE
To establish procedures for recruiting and selecting applicants/employees into vacant positions and processing hires.

DEFINITIONS

a. Job Opportunity Advertisement – advertisements used by C&L Associates to notify interested employees of employment opportunities, i.e. posted advertisements, newspaper advertisements, Jobs and Benefits Office.

b. Knowledge, Skills, Abilities (KSA's)
Knowledge: The organized body of information, facts, or principles that an individual must possess for successful job performance.
Skill: Proficiency in the manual, verbal, or mental manipulation of data or things that an individual must possess for successful job performance.
Ability: The capacity to perform an observable behavior or produce a product.

c. Minimum Qualifications: A specification of experience, training, education, test, or certification that provides appropriate job related evidence that an applicant can perform the essential tasks or duties needed for entry into a job.

POLICY
It is the policy of C&L Associates of Tallahassee, Inc., to establish a uniform method of employment. C&L Associates promotes the hiring of individuals without regard to age, race, color, sex, religious creed, national origin, political opinions or affiliations, marital status or handicap (except when such requirement constitutes a bona fide occupational qualification necessary to perform the tasks associated with the position). Selection of individuals to fill vacant positions will be made from the best-suited available applicants. Supervisors and managers involved in the selection process will be held accountable by the President for ensuring fair and equitable selection of applicants.

PROCEDURE
Selection Criteria: Individuals to be employed by C&L Associates into vacant positions must meet the following criteria:

a. Must meet the minimum qualifications for the position.
b. Must meet preferred knowledge, skills and abilities required for the position for which the individual is being hired.
c. Must be a United States citizen or an alien authorized to work in the United States.
d. Must provide signed acknowledgement of receipt for C&L Associates Drug-free Workplace Policy.
e. Must complete a C&L Associates employment application.
f. Must submit to a background check conducted by FDLE.

Recruitment:
Extent of recruitment for needed positions will be determined by the scope of work outlined in any proposal C&L Associates may submit. C&L Associates will utilize its current applicant pool to select qualified employees who are best suited to perform custodial services. C&L Associates will interview and provide first choice of employment to existing custodial employees of any facility C&L Associates submits a proposal. If necessary, C&L Associates will coordinate with an employee leasing company to recruit qualified applicants for a specific contract.

Hiring:
When a vacancy has occurred:

a. A complete review of the scope of work to be performed shall be reviewed by management/supervisors prior to conducting interviews. To determine the essential functions required to perform the job, the position description will be reviewed. A copy of the position description will be provided to all applicants interviewed.
b. A manager/supervisor will screen all applications, and will select and interview applicants who meet the minimum qualifications and are best suited to perform the job.
c. The President (or her designee) will be final hiring authority on all positions filled.
d. Interviewer is responsible for obtaining all hiring forms for the applicant selected.
e. C&L Associates will interview and provide first choice of employment to existing custodial employees of any facility C&L Associates submits a proposal.

The following is a list of the required forms needed to complete the hiring package:

Employment Application
Acknowledgment of Scope of Work to Be Performed
Signed Position Description
Background Check
Acknowledgment of Receipt for Drug-free Workplace Policy

ATTACHMENTS:

Employment Application

C&L ASSOCIATES OF TALLAHASSEE, INC.
ADMINISTRATIVE POLICY

SUBJECT: TRAINING	NUMBER: 002

PURPOSE
To establish procedures for ensuring proper training of all C&L Associates of Tallahassee, Inc., employees.

POLICY
C&L Associates of Tallahassee, Inc., is dedicated to the enhancement of its employees through quality training. C&L Associates is committed to provide quality, job-related training that improves job performance and the quality of service we provide to the clients we serve. In addition, we are committed to ensuring the health and safety of our employees, clients and the general public. C&L Associates provides continuous on the job training.

PROCEDURE
NEW EMPLOYEE ORIENTATION: Provides new employees with a general overview of the company to include but not limited to the following information:

a. Policies and Procedures Review and Acknowledgment
b. Drug-free Workplace Policy Acknowledgment.
c. Position Description Review and Acknowledgment
d. Scope of Work to be Performed (site employee is hired for)
e. Attendance and Leave Reporting
f. Disciplinary Standards

ON-THE-JOB TRAINING: Management/supervisors of C&L Associates of Tallahassee, Inc., will conduct in depth on-the-job training with each employee as hired. Proper cleaning techniques and use of chemicals will be explained with observational hands-on training. A complete instructional walk through of work to be performed will be completed with each new employee, at every job site. During this on site training, equipment instruction and maintenance will be provided.

SAFETY TRAINING
All new employees must participate in mandatory safety training within the first 30 days of employment. Such training will include, but is not limited to, the following instruction areas:

- Handling and use of all chemical products in accordance with the corresponding Material Safety Data Sheet (MSDA)
- Handling and use of hazardous materials
- Proper lifting and bending techniques
- Techniques to avoid accidents

OSHA TRAINING

In an effort to provide a safe and healthy environment for employees, customers and the general public, C&L Associates will ensure that all employees are familiar with the standards and guidelines setforth in the Occupational Safety and Health Act of 1970 within the first month of employment.

FORMS TRAINING

Employees will be trained on how to use and/or properly complete all forms associated with the position to which they are hired. These forms include but are not limited to the following:

a. Material Safety Data Sheets (MSDS)
b. Quality Control Inspection Forms
c. Contract specification forms

ATTACHMENT:

Job Description
Scope of Work

C&L ASSOCIATES OF TALLAHASSEE
ADMINISTRATIVE POLICY

SUBJECT: DRUG-FREE WORKPLACE	NUMBER: 003

PURPOSE
To establish procedures for ensuring a drug-free workplace for employees of C&L Associates of Tallahassee, Inc.

DEFINITIONS
Drugs – Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above substances.

POLICY
The use of illegal drugs by C&L Associates employees, whether on duty or off duty, is contrary to the efficiency of the company. C&L Associates employees are required to refrain from the use of non-prescribed drugs and from being under the influence of non-prescribed drugs while at the workplace. Persons who unlawfully use drugs or who are under the influence of illegal drugs while in the workplace are deemed not suitable for employment.

PROCEDURES
a. Employees who are convicted of any criminal drug statute because of a violation occurring in the workplace, shall notify their site supervisor in writing no later than five calendar days after such conviction.
b. A supervisor who is notified of an employee's drug conviction shall provide written notice of the conviction to the President or Vice President within five calendar days, unless the supervisor verifies that the President or Vice-President has knowledge of the conviction.
c. Employees are expressly forbidden to manufacture, distribute, dispense or possess, anywhere in the workplace, any illegal drug. Employees may only have in the workplace drugs prescribed for the employee by a licensed physician.
d. No person shall be denied or deprived employment solely on the grounds of prior drug abuse.
e. Substance abuse training will be provided for supervisory personnel to assist in identifying and addressing illegal drug use by company employees.

TYPES OF DRUG TESTING
1. Reasonable Suspicion Drug Testing
C&L Associates will require an employee to submit to drug testing when there is a reasonable suspicion of drug use. Reasonable suspicion drug testing shall not be required except upon the recommendation of a supervisor who is at least one level of supervision higher that the immediate supervisor of the employee in question. Among other things, such facts and inference may be based upon:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
- Evidence that an individual has tampered with a drug test.
- Information that an employee has caused or contributed to an accident while at work.
- Evidence that the employee has used, possessed, sold, solicited, or transferred drugs while working.

2. Follow-Up Testing

If an employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the company may require the employee to submit to a drug test as a follow-up to such a program, and on a quarterly, semiannual, or annual basis for up to two years thereafter.

Discipline

C&L Associates will discipline employees for confirmed drug use except that the company may waive or invoke more lenient discipline for an employee's first confirmed drug use when the employee enrolls in and successfully completes an appropriate employee assistance program. Confirmed use of alcohol or any other drugs will result in a written reprimand to a three-day suspension for a first occurrence and dismissal for a second occurrence. If an employee refuses to submit to a drug test, the company shall not be barred from discharging or disciplining the employee.

Employee Assistance Program

a. All employees with a first positive confirmed drug test will be given the opportunity to participate in, at the employee's expense, an employee assistance program or alcohol and drug rehabilitation program.
b. The names, addresses, and telephone numbers of local employee assistance programs and alcohol and drug rehabilitation programs are made available to employees through contacting the company President at (850) 228-0900.

ATTACHMENT:

Acknowledgment Form

C&L ASSOCIATES OF TALLAHASSEE, INC.
ADMINISTRATIVE POLICY

SUBJECT: QUALITY CONTROL	NUMBER: 004

PURPOSE
To establish procedures for ensuring quality control mechanisms are in place for all contracts C&L Associates of Tallahassee, Inc. provides service.

POLICY
C&L Associates of Tallahassee, Inc., is dedicated to providing high quality service to the clients we serve. In order that we may maintain our reputation for detail, each aspect of the services rendered under any contract, including quality of work, will be inspected by the project manager, daily.

PROCEDURE
Quality Control Inspection Form
A detailed inspection covering a minimum of 20% of the maintained space will be performed nightly and reported on the quality control form. No less than once a week, 100% of the maintained space will be inspected. A written report will be maintained of these inspections, and a copy will be submitted the Contract Manager of each job, upon request. Quality Control Inspection forms will be filled out daily by all site supervisors in order to ensure that bid specifications are being met. In addition to compliance with bid specifications, these forms are utilized as a tool for the quality of service.

Complaints/Requests Log
Each site supervisor is required to maintain a communication log on a daily basis that will report all requests or complaints. This log must include at a minimum the following:
a. Caller or name of person making request
b. Location
c. Time received
d. Nature of request or complaint
e. Time completed
f. Employee responsible for completing job

All complaints that cannot be resolved within 24 hours must be immediately reported to the contract manager.

Meetings with Contract Manager
a. The Project Manager is required to meet on a monthly basis with the Contract Manger of each site C&L Associates of Tallahassee, Inc., provides service. The purpose of this meeting will be to discuss the fulfillment of contract specifications and the quality of service being provided. Any complaints received will be reviewed and addressed during the monthly meeting. Any complaints requiring additional information or research, in order to resolve the issue(s), will be conducted by the project manager. In the event the project manager is unable to attend this meeting the President or designee will be at the meeting.

b. The owner or project manager will meet no less that once a month with the Contract Manager to review the monthly report, discuss cleaning issues and address any other related issues.

ATTACHMENT:
Quality Control Inspection Form

C&L ASSOCIATES OF TALLAHASSEE, INC.
ADMINISTRATIVE POLICY

SUBJECT: STANDARDS FOR EMPLOYEES REGARDING VIOLENCE IN THE WORKPLACE, SEXUAL HARASSMENT AND DISCRIMINATION	NUMBER: 005

PURPOSE

To establish procedures for ensuring a safe and pleasant working environment for C&L Associates employees and employees of the facilities in which C&L Associates is under contract.

I. VIOLENCE IN THE WORKPLACE

C&L Associates of Tallahassee, Inc., will not tolerate any type of violence by any employee during the performance of company business. This includes the display of violent, aggressive, or threatening behavior (verbal or physical) that results in physical injury or emotional trauma or otherwise places any person's safety or productivity at risk.

Anyone who threatens, harasses, or batters someone at the workplace or from the workplace using any Corporate resources such as workplace phones, FAX machines, mail, e-mail or other means is acting in violation of the Company's policy, and will be subject to corrective action, which may include dismissal and notification to local law enforcement.

Possession, use, or threat of use of a weapon is not permitted in any facility under contract with C&L Associates. Anyone who becomes aware of a weapon shall immediately notify their crew supervisor. Any employee found in violation of the Company's weapon policy will be terminated immediately.

Any employee, or subcontractor's employee, who becomes aware of an instance or instances of violence, aggression, threatening behavior, or unauthorized possession of a firearm as described in this section shall report such occurrence to his or her crew supervisor as soon as practicable. The Company will promptly investigate the incident; and report it to the appropriate authorities.

II. SEXUAL HARASSMENT

C&L Associates of Tallahassee, Inc., will not tolerate sexual harassment directed at, or occurring in the presence of, any employee. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature from any person directed towards or in the presence of an employee or employment applicant, when the conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Any employee of C&L Associates or entity doing business with C&L Associates who witnesses or overhears another employee of the Company engaging in such conduct has the duty to report the conduct and the name(s) of the offender(s) to his or her supervisor as soon as practicable. Any employee found in violation of the Company's sexual harassment policy will be terminated immediately.

III. DISCRIMINATION

C&L Associates of Tallahassee, Inc., will not tolerate discrimination based on race, color, gender, age, religion, national origin, marital status, handicap, or political affiliations; directed at, or occurring in the presence of any Department employee. Conduct that is offensive due to its discriminatory nature includes actions, as well as verbal expressions such as slurs, insults, and comments. Any employee or entity doing business with the Company who witnesses or overhears another employee of the company engaging in discriminatory conduct has the duty to report such conduct and the names of the offender(s) to his or her supervisor as soon as practicable. Any employee found in violation of the Company's discrimination policy will be terminated immediately.

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	C+L Associates	Nelsonic, Inc.	Contractor's Enterprises
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ 0.073	$ —	$ —
Group 2	$ 0.0749	$ 0.0985	$ 0.07
Group 3	$ 0.109	$ 0.1065	$ 0.07
Group 4	$ 0.15	$ 0.2150	$ 0.07
Group 5	$ 0.135	$ 0.1195	$ —

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Associated Services + Supplies	Tribond	Stockton Maintenance Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ —	$ 0.21	$ 0.0858
Group 2	$ 0.14312	$ 0.21	$ 0.1365
Group 3	$ —	$ 0.21	—
Group 4	$ 0.2416	$ 0.21	—
Group 5	$ —	$ 0.21	—

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Executive Cleaning	USSI	Superior Janitorial Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	No
Base Bid:			
Group 1	$ —	$ 0.093	—
Group 2	—	$ 0.097	$ 1.10
Group 3	$ 0.12	$ 0.105	$ 1.05
Group 4	$ 0.19	$ 0.211	$ 2.35
Group 5	$ 0.092	$ 0.089	$ 1.05

Tabulated By: Shelly Kelley

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and UNITED STATES SERVICE INDUSTRIES, INC. (USSI), hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County Custodial Services, Group 2, in accordance with: 1) Custodial Services County Wide, Continuing Services, Bid# BC-03-10-15-13 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)__, which is located in Tallahassee, Florida. "

4. TIME:

The Agreement shall be for a period of one (1) year, commencing on July 1, 2015, and shall continue until June 30, 2016. After the initial One (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

5. 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.

6. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:	Shelly Cason
Street Address:	1907 S. Monroe Street
City, State, Zip Code	Tallahassee, FL 32301
Telephone:	850-606-5000
E-mail:	casons@leoncountyfl.gov

B. The Contractor's Project Manager is:

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

C. Proper form for an invoice is:

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

8. 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.

9. INSURANCE

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

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

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

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

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

10. PERMITS

The Contractor shall pay for all necessary permits as required by law.

11. 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.

12. 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.

13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by

the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

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

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

16. TERMINATION

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

17. PUBLIC ENTITY CRIMES STATEMENT

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

18. UNAUTHORIZED ALIEN(S)

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

19. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

20. 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.

21. VENUE

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

22. CONSTRUCTION

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

23. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

Exhibit A - Solicitation
Exhibit B - Vendor Response
Exhibit C - Tab Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

UNITED STATES SERVICE INDUSTRIES, INC. (USSI)

By: _____
President or designee

_____
Printed name

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

   Bid No. _____
   Board of County Commissioners
   Leon County Purchasing Division
   1800-3 N. Blair Stone Road
   Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.

3. Bid must contain an original, manual signature of an authorized representative of the company.

4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.

5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.

6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

PURPOSE:

Leon County is seeking the services of qualified vendors for custodial services at the locations specified in Table 1 below and performed in accordance with the attached specifications (Attachment A). The County has a commitment to operating all of its facilities in a sustainable manner which includes utilizing green or environmentally preferred products, as well as recycling.

Table 1

Group 1 - Courthouse	**Address**	**Building Square Footage**	**Cleaning Square Footage**	**Restrooms**
Courthouse	301 S. Monroe St.	295,768	**279,512**	**56**

Group 2 - Class Facilities	**Total Square Footage**	255,793	**228,318**	
Government Annex (BOA)	315 S. Calhoun St.	128,191	122,910	20
Government Annex (BOA) Bldg @	311 S. Calhoun St.	18,202	17,822	10
Welcome Center	106 E. Jefferson St.	9,400	8,250	8
Public Safety Complex	Open 24/7			
Main Bldg	911 Easterwood Dr.	76,000	59,703	8
Logistics - EMS	911 Easterwood Dr.	24,000	19,633	5

Group 3 - Libraries	**Total Square Footage**		**149,320**	
Main Library	200 W. Park Avenue	88,230	78,753	10
BL Perry Branch Library	2817 S. Adams St.	16,066	15,694	4
Eastside Branch Library	1583 Pedrick Rd.	13,419	12,000	6
Ft. Braden Branch Library	16327 Blountstown Hwy	5,660	5,288	4
Lake Jackson Branch Library	3840 N. Monroe St. Suite 300	12,372	12,000	4
NE Branch Library	5513 Thomasville Rd.	19,000	18,789	4
Tax Collectors Lake Jackson	3840 N. Monroe St. Suite 103	4,796	4,796	2
Woodville Branch Library	1492 J. Lewis Hall Sr. Rd.	2,000	2,000	4

Group 4 - Clinical Facilities	**Total Square Footage**		**66,710**	
Health Depts.				
Robert Stevens Clinic	1515 Old Bainbridge Rd.	17,963	15,963	6
Southside Health Clinic	872 W. Orange Rd.	15,500	15,128	6
Main Health Dept.	2965 Municipal Way	21,928	21,184	8
Amtrak Dental Clinic	912 Railroad Ave.	4975	4975	4
Community Services Bldg/UA Trailer		8432	8060	6

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Group 5 - General Services Facilities	**Total Square Footage**		**84,359**	
Ag Center	615 Paul Russell Rd.	13,289	11,150	4
Amtrak Station Bldg	918 Railroad Avenue	9,794	7,197	6
Elections Voting Center Warehouse	2990 Apalachee Pkwy	31,332	6,581	4
Facilities Management & Shop bathrooms	1907 S. Monroe St.	4,591	4,291	4
Fleet Mgt. Office/Bays	1800-1 Blairstone Rd.	14,685	1,300	2
Public Works Bldg	2280 Miccosukee Rd.	24,240	23,668	7
Purchasing/MBE/Sign Shop	1800-3 Blairstone Rd.	4,471	3,822	3
Solid Waste Facility 4 buildings	7550 Apalachee Pkwy	11,425	7,495	5
Traffic Court	1920 Thomasville Rd.	15,874	14,842	6
Transfer Station	4900 Gum Rd.	3,000	2,600	4
Truck Sheds Office/Bathroom	1800-8 Blairstone Rd.	2,061	1,413	4

Vendor Restrictions:

It is the intent of Leon County to award each of the five groups individually or in groups imparting price reduction, except that no vendor to be awarded more than two to three groups totaling over 300,000 sf (approximately). Vendors are invited to place bids on as many groups or pairings of groups as they wish to increase the possibility of securing one or more of the groups offered.

Hours of Work:

The County is seeking bid prices (per square foot per month) for scheduled custodial services in the evenings with various hours/days:

Information on the facilities and their initial square footage is contained in Attachment B. Bidder should take note that the
County reserves the right to amend spaces to be cleaned and to change the cleaning times when necessary with only verbal notice provided to contractor.

Term of Agreement:

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2017. After the initial period, at the discretion of the County, the contract may be extended for no more than four () additional (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 period. In the event of suspending services with a vendor, the County may award those services to another vendor or vendors, or re-bid the work.

Price Adjustments:

At the discretion of the County, price adjustments may be negotiated annually beginning with the first extension period. It is the intent of Leon County to not have any price adjustment exceed changes in the Consumer Price Index for all Consumers (CPI-U), for the twelve (12) month period prior to the contract extension. However, changes in CPI alone shall not warrant price adjustments to these contracts.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Bid Pricing:

Bidders will be required to provide bid pricing per square foot per month. The contract shall include all services and the provision of all paper products, hand sanitizers and hand soap being supplied by the vendor as specified in the Leon County Facilities Management Custodial Services Performance Specifications and Forms attached or enclosed.

Bidder Minimum Qualifications:

Bidders must have been in the cleaning business a minimum of 5 years. Also, the bidder must have cleaned a facility of similar size and scope to those required by this bid. For bids on more than two groups, the bidder shall demonstrate cleaning of comparable aggregate square footages within past five years. For size consideration, the bidder should combine 2 buildings that have been cleaned simultaneously to meet the stated square footage requirements. Further, the management staff to be assigned to this contract must have a minimum of no less than three (3) years' experience in the custodial business with proven supervisory experience. Bidders shall be presently conducting cleaning services of the type sought under this bid. To verify this, a listing of at least three facilities currently being serviced that County staff as an option may visit to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, contact person, telephone number, and square footage being serviced.

In order to demonstrate financial capability and capacity, Bidders are required to submit as a part of their bid the following items:

1. A letter from their bank or accountant stating their financial capability to handle this contract (meet payroll and adequately secure supplies and equipment)

2. Proof of insurance capacity by completion of the Insurance Certification form contained in this invitation to bid.

3. Such financial and business information shall be routinely verified by the County subsequent to bid award to insure that the vendor(s) remain financially solvent, insured against applicable risks, and to ensure that business factors affecting the County decision to contract with vendor have not been changed.

BIDDER EXPERIENCE

A. All bidders shall submit the below listed items with the bid. If incomplete information is provided, the bid will be determined to be non-responsive. Bidders not meeting the minimum experience requirements as set out herein will be determined to be non-responsive and the bid will not be considered.

B. All bidders shall provide the reference information requested below for the ~~two largest~~ all projects of the same or a similar nature (square footage, high traffic volume, and large number of restrooms) that you have serviced in the last five years. In addition, all bidders must provide a minimum of five (5) additional references. At least two (2) references must be current customers of the bidder. At least one (1) reference must be for a contract that provided for the commercial cleaning of a building or buildings that totaled a minimum of 10,000 square feet with the contract not having been expired for more than 2 years.

   Each reference shall contain the following:
   1) Name and address of company.
   2) Site of work under contract (address and brief description of facility including square footage).
   3) Person to contact and telephone number (Contract Manager, address and phone number).
   4) How long you have had the contract. (contract term; starting and ending dates)
   5) A written summary of the types of services provided under this contract, including Agreen@ cleaning methods and practices used.

C. All bidders must list all contracts held, including any contracts that have been terminated or lost, due to unsatisfactory performance, within the last five (5) years. These contracts shall be reported in the same format as a reference as outlined above. Failure to comply with this provision will be grounds for denial of or immediate termination of the contract.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

BID AWARD CRITERIA:

The bid will be awarded as soon as possible based to the most responsible, and responsive bidder as determined by the following evaluation criteria:

A. Preliminary Bid Criteria - 75 Points; The following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

1. Cost - 35 Points

The vendor with the adjusted lowest price per square foot per month will receive the full 35 points in the Bid Evaluation. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. In other words, if the low bid was $1.00 per square foot and the next bidder was
$1.10, the second bidder would be receiving 31.8 points or 91% of the score. Example:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 35 = \textit{Point Score for Cost}$$

The cost may be adjusted as provided by the Leon County local preference ordinance detailed elsewhere in this document.

2. Contractor's qualifications and experience - 20 Points

a. Length of time company has operated; length of time providing services similar to those being bid; qualifications of key personnel to be assigned to this project; extent of Contractor current and prior similar contracts; location(s) of Contractor=s office(s); and current and past project references.

b. Company has considerable and readily quantified experience in providing similar services.

c. Company has a proven ability to effectively manage multiple sites. Company shall provide relevant experience data and references.

d. Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans; procedures; documents; staffing; and subcontractors.

e. Company's policy in recruitment and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any site specific needs.

f. Equipment owned/leased by the company and readily available to be assigned to use under the terms of the contract.

g. Experience and knowledge of green cleaning practices.

3. Operations & Management Plan - 20 Points

Contractor=s staffing and approach to providing the services under this bid as indicated by:

a. Staffing - An adequate number of employees and ~~two~~ day-time porters(where applicable) The quantity of labor hours and supervision assigned to the facility to successfully complete the work. The Contractor=s proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.

b. Process - Contractor=s plan to perform the services required in the Custodial Services Performance Specifications. The systems, procedures and forms used by Contractor to monitor the quality of custodial services.

c. Turnaround cleaning services – Contractor's plan to provide immediate, corrective, detailed cleaning of the entire facility for purposes of making an immediate and noticeable impact upon cleanliness and presentation aspects of the facility. These services are to be included in the contractor's bid price per square foot. The contractor shall state both time and performance aspects of this item in their Cleaning Plan.

d. Construction cleaning – Contractor's capabilities, experience, staff, track record, etc., for follow-up to periodic construction work areas.

e. Emergency Services – Contractor's strategy, qualifications, methods, responsiveness and effectiveness to periodic emergency needs.

At its option, the County may total the points from Part A only and forego the Final Bid Criteria appearing in Part B, and use those sub-part scores as basis for making its recommendations for bid awards.
Sub-total 75 Points (Maximum)

B. Final Bid Criteria - 25 points (optional)

1. Presentation - 25 points:

Interviews - Following the evaluation of the items listed above, the County has the option to interview the top three to five bidders in any of the bid groups having the highest subtotals. Bidders shall include a detailed presentation of the Operation and Maintenance plan of the company as a minimum and may present any information that the bidder deems important to display their product and promote their businesses. The bidders shall also respond to any questions as asked by County staff. As a part of the interview or separately if interviews not completed, the bidder must provide representative samples of toilet paper, hand towels, toilet seat cover, hand sanitizer and hand soap that can be left with the County for evaluation.

If Part B is used, the points from Part A & B shall be combined to produce a vendor's final bid score. These scores shall then be ranked in order by each of the bid groups or pairings thereof. Staff may select the individual or paired bid groups that impart the overall lowest cost onto the County from this final short-list of vendors.

Total 100 Points (maximum)

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled**. The website addresses follow:

Addenda: http://www.leoncountyfl.gov/procurementconnect/

Public Meetings: http://www.leoncountyfl.gov/procurementconnect/

Table 1 - Schedule of Events	
Date and Time (all eastern time)	**Event**
February 12, 2015	**Release of the ITB**
February 25, 2015 at 10:00 a.m.	**MANDATORY PRE-BID MEETING:** Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Not later than: February 27, 2015 at 5:00 p.m.	**QUESTIONS/INQUIRIES DEADLINE:** Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: March 10, 2015 at 2:00 p.m.	**BID SUBMISSION DUE DATE/OPENING OF RESPONSE:** Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person=s representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any

employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

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

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: http://www.leoncountyfl.gov/procurementconnect/. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/ for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County

Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: http://www.leoncountyfl.gov/procurementconnect/ by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

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

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

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AAFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.

2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:

   a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.

c. Provide increased levels of information and assistance available to MBE=s and WBEs.

d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE=s, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed $20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed $250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed $250,000 in value, the County may give preference to local businesses in the following manner:

a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business , then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business=s bid was not greater than 110% of the lowest responsive and responsible bid amount.

b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County=s satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term Atrade contractor@ shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders= attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

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

a. General Liability: $1,000,000 combined single limit 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.

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, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor=s insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor=s insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer=s liability.

b. All Coverages

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

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best=s rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

AGREEMENT:

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

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

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

PURCHASES BY OTHER PUBLIC AGENCIES:

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

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached AIDENTICAL TIE BID@ form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)_____, which is located in Tallahassee, Florida. "

TIME

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2016. After the initial period, at the discretion of the County, the contract may be extended for no more than four (4) additional (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 period.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases.

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

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

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

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

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

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

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

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.

2. Failure to update the information on file including address, product, service or business descriptions.

3. Failure to perform according to contract provisions.

4. Conviction in a court of law of any criminal offense in connection with the conduct of business.

5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing

activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list **and any other items required by any section of this invitation for bids**. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____ Completed Bid Response Sheet with Manual Signature
_____ Affidavit Immigration Laws
_____ Identical Tie Bid Statement
_____ Insurance Certification Form
_____ Certification/Debarment Form
_____ Applicable Licenses/Registrations

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Mary Ann Lindley
Chairman

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

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : _____

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

Mary Ann Lindley
Chairman

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

United States Service Industries, Inc. (USSI)
(Firm Name)

BY Danna Hewick
(Authorized Representative)

Danna Hewick
(Printed or Typed Name)

ADDRESS 4330 East-West Hwy. Suite 200
Bethesda, MD 20814

EMAIL ADDRESS dhewick@ussiclean.com

TELEPHONE (202) 824-7440

FAX (202) 393-5541

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 03/02/2015 Initials DH

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : $0.093

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : $0.097

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : $0.105

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : $0.211

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : $0.089

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Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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 (AINA)}.

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: United States Service Industries, Inc. (USSI)

Signature: Danna Hewick Title: Vice President of Business Development
Danna Hewick

STATE OF Maryland
COUNTY OF Montgomery

Sworn to and subscribed before me this 4th day of March, 2015

Personally known _____ Livia G. Zablah
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of Maryland

drivers license
(Type of identification)

My commission expires: January 4, 2018

Livia G. Zablah
Printed, typed, or stamped commissioned name of notary.

LIVIA G. ZABLAH
Notary Public - Maryland
Montgomery County
My Commission Expires
January 04, 2018

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

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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: Danna Hewick
Danna Hewick

Title: Vice President of Business Development

Firm: United States Service Industries, Inc. (USSI)

Address: 4330 East-West Hwy., Suite 200, Bethesda, MD 20814

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

✓ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Danna Hewick
Bidder's Signature Danna Hewick

Vice President of Business Development
Title

03-04-2015
Date

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

INSURANCE CERTIFICATION FORM

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

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

(9 YES) 9 NO

Commercial General Liability:	Indicate Best Rating:	A++ (Superior)
	Indicate Best Financial Classification:	_____
Business Auto:	Indicate Best Rating:	A++ (Superior)
	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?

(9 YES) 9 NO

Indicate Best Rating: A++ (Superior)
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?

(9 YES) 9 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.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-
General Liability & Automobile Liability

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

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

Please mark the appropriate box:

Coverage is in place 9 Coverage will be placed, without exception 9

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

Name Stephanie D. Nester
Typed or Printed

Signature Stephanie Nester

Date March 06, 2015

Title CFO
(Company Risk Manager or Manager with Risk Authority)

182298

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - (202) 783-5810
Wells Fargo Insurance Services USA, Inc.
1401 H Street, NW, Suite 750
Washington, DC 20005

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Charter Oak Fire Insurance Co.	25615
INSURER B :	Travelers Indemnity Company	25658
INSURER C :	Travelers Property Casualty Co of America	25674
INSURER D :	Phoenix Insurance Company	25623
INSURER E :	Federal Insurance Company	20281
INSURER F :		

INSURED
United States Service Industries
4330 East-West Highway
Suite 200
Bethesda MD 20814

COVERAGES CERTIFICATE NUMBER: 7614021 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			630-7048B505-TIA-14	04/15/2014	04/15/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY			BA-9555B559-14-CAG	04/15/2014	04/15/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / X OCCUR			CUP-7048B505-TIL-14	04/15/2014	04/15/2015	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N-UB-8172B04-1-14	04/15/2014	04/15/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Crime - Fidelity Bond			8211-6264	04/15/2014	04/15/2015	Employee Theft - $1,000,000	
E	Fiduciary			8211-6264	04/15/2014	04/15/2015	Client Coverage - $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an additional insured with respect to general liability, as required by written contract, subject to policy terms and conditions.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues 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.

Danna Hewick
Signature Danna Hewick

Vice President of Business Development
Title

United States Service Industries, Inc. (USSI)
Contractor/Firm

4330 East-West Hwy. Suite 200, Bethesda, MD 20814
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses, if such a license is required by the relevant local government. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: United States Service Industries, Inc. (USSI)	
Current Local Address: 325 John Knox Road Building M, Suite 201 Tallahassee, FL 32303	Phone: (850) 877-4314 Fax: (850) 656-2891
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address: 4330 East-West Hwy. Suite 200 Bethesda, MD 20814	Phone: (202) 783-2030 Fax: (202) 393-5541

Danna Hewick — 3-4-15

Signature of Authorized Representative — Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 4th day of March, 2015.
By Danna Hewick, of United States Service Industries, Inc. (USSI),
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a Delaware corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced driver license as identification.
(type of identification)

Livia G. Zablah
Signature of Notary

Livia G. Zablah
Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LIVIA G ZABLAH
Notary Public Maryland
Montgomery County
My Commission Expires
January 04, 2018

Return Completed form with supporting documents to:
1800-3 Blair Stone Road
Leon County Purchasing Division
Tallahassee, Florida 32308

Bid Title: Custodial Services for Group 4, Other Buildings, Continuing ServiceBid No: BC-

Opening Date: March 10, 2015

EQUIPMENT AND SUPPLIES

Equipment: List below all equipment to be used for this Contract (such as floor machines, vacuum cleaners, carpet extractors and carpet dryers) and kept on account. List back-up equipment that will be available if needed.

Number	Description	Manufacturer	Size/Capacity
10	Spectrum upright vacuum	Nilfisk-Advance	14.5 Inches cleaning path
22	Super Coach Pro® 6 back pack HEPA vacuum	ProTeam	6 Quart, 159 CFM 66 dBA, 4 level filtration
2	Windsor Clipper DUO Carpet extractor	Windsor	100 PSI, 1.5 HP vacuum 10 Gl. solution/recovery tank
10	Windsor Lightning 2000 commercial Burnisher	Windsor	2000 RPM with Dust control 20" burnisher
10	Single-Speed stripping floor machine	Windsor	175 RPM, 17" pad holder
10	HYDRODRY carpet dryer	Nilfisk-Advance	3 speed air mover. 2500 cubit feet of air per minute

Supplies - Paper Products and Chemicals: List all supplies you propose to use.

Product Use	Brand Name/Manufacturer
CLEANER BIORENEWABLE GLASS CLEANER	SPARTAN CHEMICAL COMPANY
CLEANER CLEAN ON THE GO PEROXY	SPARTAN CHEMICAL COMPANY
CLEANER NABC NON ACID BOWL CLNR DISENFECTANT	SPARTAN CHEMICAL COMPANY
CLEANER FLOOR CARPET EXTRACTION CLEANER	NATIONAL CHEMICAL LABORATORIES, INC
CRÈME CLEANSER BETCO	BETCO
SOAP GOJO FOAM SOAP	GOJO Industries, Inc.
STRIPPER BARE BONES STRIPER ACTIVE NO RINSE	NATIONAL CHEMICAL LABORATORIES, INC
TOWEL MULTI-FOLD KC BLEACHED MULTIFOLD TOWELS	KIMBERLY CLARK
TISSUE 2PLY TISSUE 2PLY DOUBLE SOFT	KIMBERLY CLARK

Attach additional sheets if needed.

Hariton
Mancuso
Jones P.C.
Certified Public Accountants

March 4, 2015

RE: United States Service Industries, Inc. (USSI) - financial capability

To whom it may concern:

USSI has been a client of Hariton, Mancuso & Jones, PC, since the early 1970's. I, Bruno Kaelin, have been the partner at Hariton, Mancuso & Jones, PC who has been responsible for providing the audit, accounting and tax services to USSI since 1991. USSI has been a profitable company in recent years. Accordingly, we believe USSI to be financially capable.

I am available to discuss this at your convenience.

Sincerely,

Bruno A. Kaelin III

Bruno A. Kaelin III, CPA
Principal

Cc: Stephanie Nester

11140 Rockville Pike Suite 340 North Bethesda, MD 20852 Tel: 301 984-6400 Fax: 301 984-0028

CITY OF TALLAHASSEE

RECEIVED OCT 0 3 2014

USSI
ACCOUNTS PAYABLE
4330 E WEST HWY SUITE 200
BETHESDA MD 208144408

Account Number: 38553

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15 **CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE** **2014-15**

LOCAL BUSINESS TAX RECEIPT

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: UNITED STATES SERVICE INDUSTRIS

Account Number: 38553

Location Address: 325 JOHN KNOX RD #M-201
TALLAHASSEE FL 32301

Type Code	Sub Code:	Type Description:
850	h	Service - Miscellaneous

USSI
ACCOUNTS PAYABLE

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name UNITED STATES SERVICE INDUSTRIES, INC., registered with the Department of State on July 1, 2014, as shown by the records of this office.

The Registration Number of this Fictitious Name is G14000068211.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of July, 2014

Ken Detzner

Secretary of State

State of Florida

Department of State

I certify from the records of this office that UNITED STATES SERVICE INDUSTRIES, INC. is a Fictitious Name registered with the Department of State on July 1, 2014.

The Registration Number of this Fictitious Name is G14000068211.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of July, 2014

Ken Detzner

Secretary of State

Authentication ID: **600261881636-070214-G14000068211**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

State of Florida
Department of State

I certify from the records of this office that UNITED STATES SERVICE INDUSTRIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 3, 1992.

The document number of this corporation is P37332.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on February 24, 2015, and 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 Twenty-fourth day of February, 2015

Ken Detzner

Secretary of State

Authentication ID: CC9763976148

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

2. CONTRACTOR QUALIFICATIONS & EXPERIENCE

a. LENGTH OF TIME COMPANY HAS OPERATED

United States Service Industries, Inc. (USSI) is pleased to submit for review and consideration our proposal for janitorial services for Leon County under Bid Number: BC-03-10-15-13.

Founded in 1912, USSI's 1,300 employees service over 30 million square feet across 600 locations every day. USSI is unique among the bidders in that:

- USSI has served its clients for 103 years.
- USSI has used E-Verify for over 7 years to ensure that employees hired by USSI are documented to work in the U.S.
- USSI has one of one of the greenest cleaning services available in the US and has earned the coveted Green Seal GS-42 certification for USSI's GreenLead© cleaning program.
- USSI offers a robust Quality Control program based on thorough inspections and periodic tenant surveys.
- USSI is able to offer its largest clients customized assistance for such functions as web-based access to janitorial payroll records so clients can verify the actual hours the staff is cleaning each week and "mock" invoice generation.

SINCE
USSI
Filling The Vacuum In Contract Cleaning Since 1912™
1912

Please find below our contact information and tax identification:

LOCAL CONTACT & OFFICE

Mr. Lester Drummer
Area Manager
Phone: (850) 508-7117
E-mail: Ldrummer@ussiclean.com

ADDRESS:
325 John Knox Rd
Suite M-201
Tallahassee, FL 32303

Tax ID: 52-0897024

CORPORATE CONTACT & OFFICE

Ms. Danna Hewick
VP, Business Development
Phone: (202) 824-7440
E-mail: dhewick@ussiclean.com

ADDRESS:
4330 East-West Highway
Suite 200
Bethesda, MD 20814

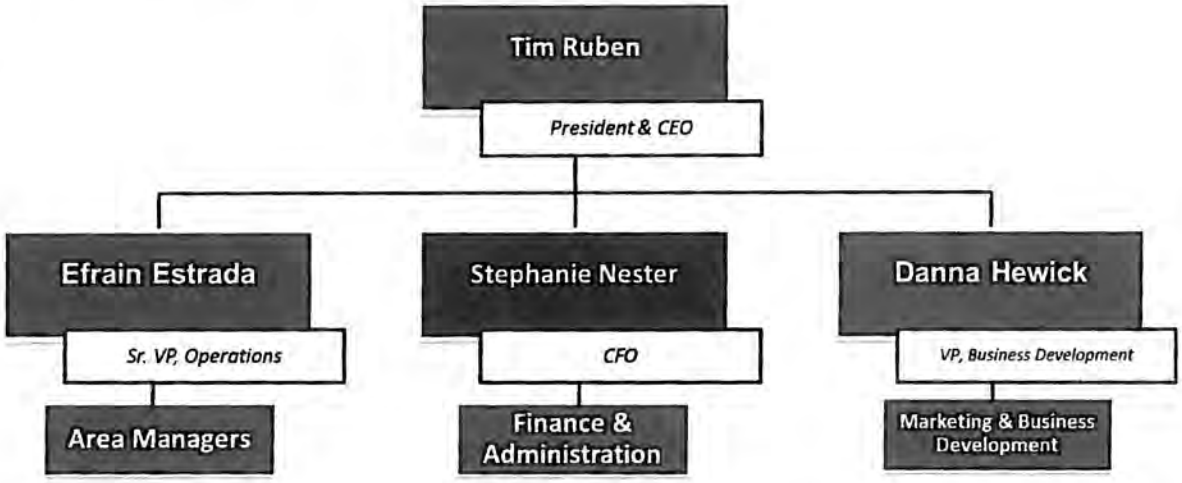
CORPORATE HISTORY

USSI has been providing janitorial and custodial related services to our customers for over 103 years. USSI has evolved over this period, as a result of several changes to the legal formation of the company. In its present legal status, the corporation was established in December of 1988. To better understand the development of USSI, the following is a chronological history for your review.

1912	•Company founded by Charles Herschel as a sole proprietorship and is named the United States Window & House Cleaning Company, (USWHC).
1950	•USWHC is renamed United States Window, House & Building Company, (USWHBC) and is incorporated in the State of Delaware
1951	•A new entity is established: United States Building Maintenance Company, (USBMC).
1973	•A new entity is established: United States Service Industries, Inc. – Florida (USSI, Florida)
1976	•USBMC is renamed United States Maintenance Company (USMC).
1988	•All entities (USWHBC, USMC & USSI, Florida) are merged together to form the present United States Service Industries, Inc. (USSI).
2006	•USSI moves headquarters to Bethesda, MD to better manage expanding geographical territory.

MANAGEMENT TEAM

Our management team is comprised of individuals with decades of industry experience, dedicated to delivering the highest levels of service to our clients. With over 1,300 full- and part-time employees in DC, FL, MD and VA, USSI is one of the largest privately-owned commercial cleaning contractors in the region. Below is our organizational structure:



Below is a brief business background and experience summary of each of USSI's key officers and department heads.

Efrain Estrada
Senior Vice President, Operations

Efrain Estrada joined USSI in January 2008 and oversees overall operations for the company. With over 25 years of experience in the service sector, Efrain is responsible for managing customer and employee relations, operations personnel and ensuring efficient service delivery for the region. Prior to joining USSI, Efrain worked in various managerial positions for Cavalier, A&L Service Industries and UNICCO. Efrain attended the Universidad Nacional De El Salvador in San Salvador, El Salvador.

Danna Hewick, SPHR
Vice President, Human Resources & Business Development

Danna Hewick joined USSI in July 2013. In her role as Vice President, Human Resources, Danna oversees performance management, training and development, policy and procedure, recruiting and employment practices for both union and non-union staff. In her role as Vice President of Business Development, Danna is responsible for revenue growth, process improvement, sales strategy and implementation, and team development. Danna has over 15 years of strategic human resources and business development experience and holds a Bachelor of Science in Marketing from George Mason University.

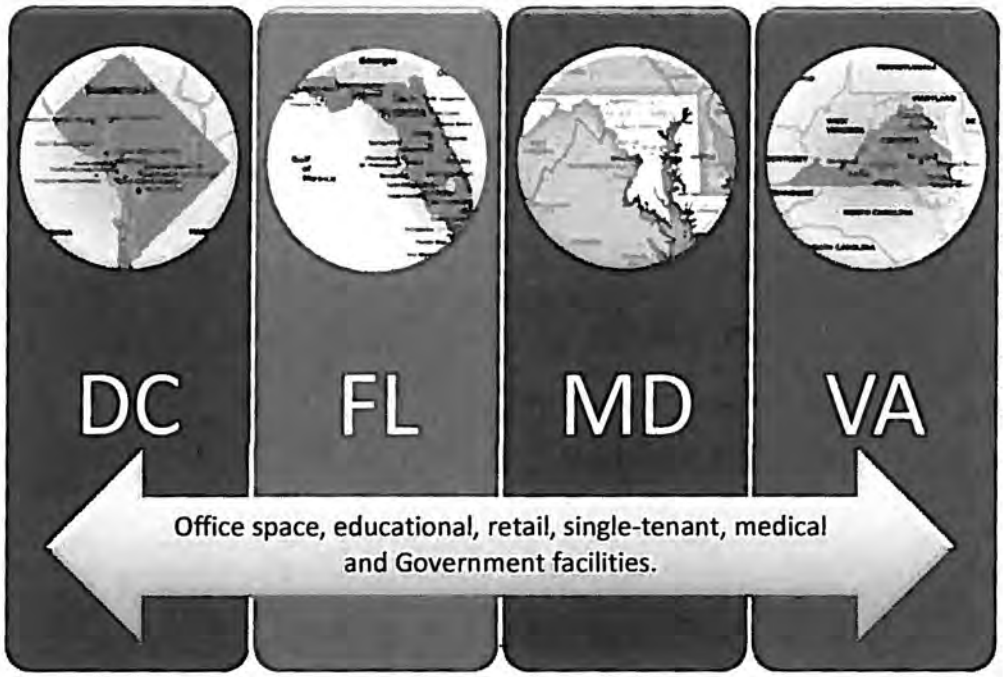
Stephanie D. Nester
CFO

Stephanie Nester joined USSI in July 1996. In her role as CFO, Stephanie oversees payroll, accounts receivable, accounts payable and purchasing departments and is responsible for producing timely and accurate financial statements, as well as protecting USSI's assets. Stephanie graduated from Virginia Polytechnic Institute and State University, and is an active CPA licensed by the State of Maryland. She is also an active member of the American Institute of Certified Public Accountants (AICPA).

Tim Ruben
President & CEO

Tim Ruben joined USSI in 1994, and serves as President and CEO. Before stepping up to his current position, he was Senior Vice President of Marketing and Business Development. Previous to his time at USSI, Tim worked 14 years for IBM as a Business Unit Executive; he received a BA in Economics from Rice University, and an MBA in Quantitative Analysis from the University of Wisconsin, Madison.

GEOGRAPHICAL AND VERTICAL MARKETS SERVED



USSI has 5 office locations in Florida to provide exceptional service to our customers:

Tallahassee
325 John Knox Road, Building M Suite 201, Tallahassee, FL 32303

Miami
3700 NW 124 Avenue, Suite 103, Coral Springs, FL 33065

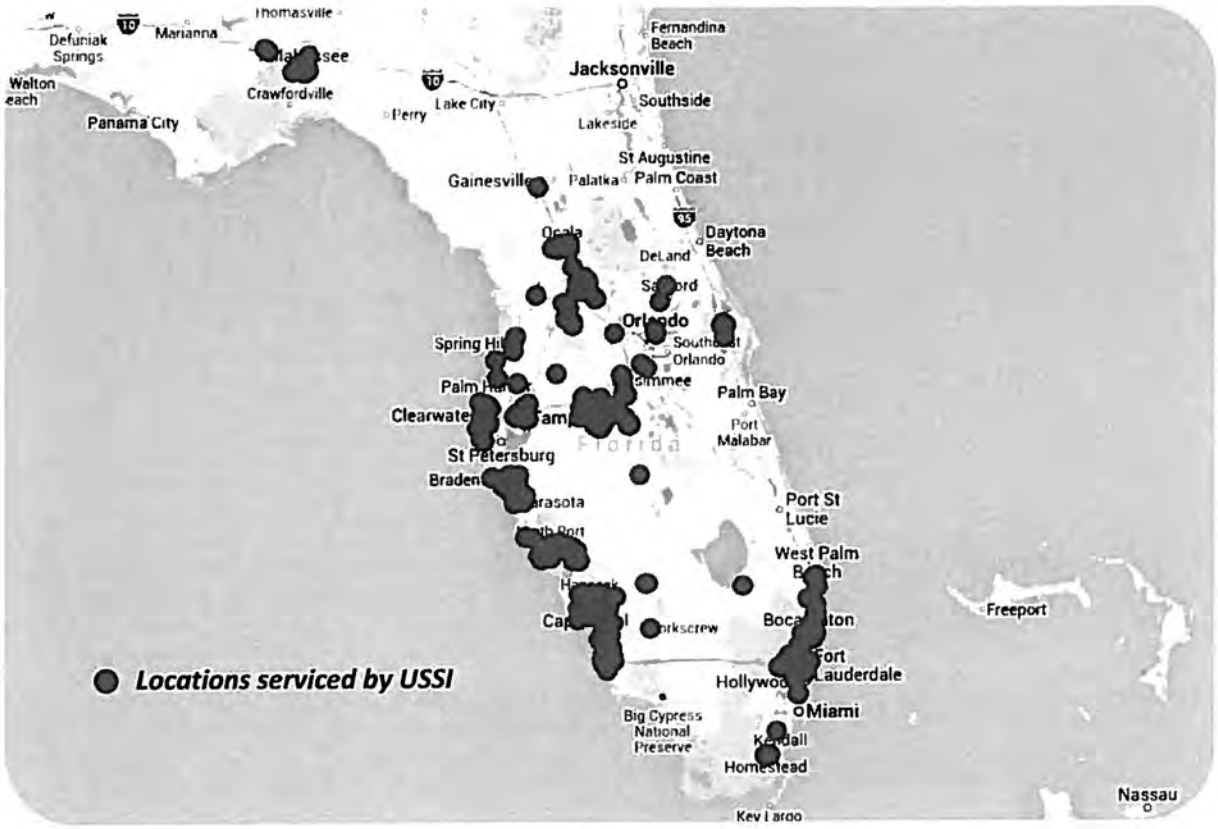
Ft. Myers
11220 Metro Parkway, Suite 17, Ft. Myers, FL 33966

Lady Lake
845 Teague Trail, Suite 11, Lady Lake, FL 32159

Orlando
9500 Satellite Blvd, Suite 180, Orlando, FL 32837

LOCATIONS SERVICED IN FLORIDA

Below is a map of locations cleaned by USSI in FL:



b. EXPERIENCE IN PROVIDING SIMILAR SERVICES

USSI has earned a strong reputation as a provider of high quality custodial services to similar projects including Lee County, Manatee County, Charlotte County, Sumter County and Lee Memorial Health Systems. Additionally, USSI services several class "A" and "B" office space, universities, elementary and high schools, dining and cafeteria facilities, child and day care facilities, theaters and auditoriums, warehouse and manufacturing facilities, medical office space and laboratories and educational facilities. USSI will bring our understanding, experience and stability to the Leon County project.

Below is a listing of our services:

- Janitorial services
  - Day cleaning
  - Night cleaning
  - Third shift (late night) cleaning
- Day Porter services
- Emergency flood clean-up
- Carpet cleaning and maintenance
- Upholstery cleaning and maintenance
- Detail cleaning services
- Post-construction clean-up
- High pressure washing
- Hard surface floor maintenance
- Kitchen/serving area cleaning
- Porter/ Matron Service
- Glass partition cleaning
- Pre and post function set up and tear down
- Specialized waste removal

REFERENCES

USSI has the experience and resources to perform work as specified in the RFP. Below are references of work that are similar in scope to those at the Leon County facilities:

1. **COMPANY NAME & ADDRESS:**
   NAI Talcor
   1018 Thomasville Rd, Tallahassee, FL 32303
2. **PROJECT OVERVIEW:**
   High Point Centre
   106 E College Avenue, Tallahassee, FL 32301
   Class A office space, 80,000 SF
3. **CONTACT DETAILS:**
   Ms. Barbara Zier
   Phone: (850) 222-1642
4. **CONTRACT DURATION:**
   Since 1993 to current (over 20 years)
5. **SUMMARY OF SERVICES**
   We perform Janitorial service with a Day Porter utilizing the Team Cleaning approach.

1. **COMPANY NAME & ADDRESS:**
   Lincoln Property Company Southeast
   1018 Thomasville Rd, Tallahassee, FL 32303
2. **PROJECT OVERVIEW:**
   Woodcrest Office Park
   325 John Knox Rd, Tallahassee, FL 32303
   Office park; Over 200,000 SF
3. **CONTACT DETAILS:**
   Ms. Debbie Pierson
   Phone: (850) 386-3000
4. **CONTRACT DURATION:**
   Since 1994 to current (over 20 years)
5. **SUMMARY OF SERVICES**
   We perform Janitorial services with a Day Porter across multiple buildings (15 locations)

1. **COMPANY NAME & ADDRESS:**
   FL Department of Economic Opportunity
   107 E Madison St, Tallahassee, FL 32399
2. **PROJECT OVERVIEW:**
   Caldwell Building
   107 E Madison St, Tallahassee, FL 32399
   Government facility; 125,000 SF
3. **CONTACT DETAILS:**
   Mr. Michael Hall
   Phone: (850) 921-3256
4. **CONTRACT DURATION:**
   Since 2012 to current (3 years)
5. **SUMMARY OF SERVICES**
   We perform nightly janitorial services with Day Porter and day cleaning services.

ADDITIONAL REFERENCES

Florida Gulf Coast University

Mr. Bob Belliveau, Coordinator-Physical Plant Facilities Services
Florida Gulf Coast University
Phone: (239) 590-1316; Email: bbelliveau@fgcu.edu
Contract start date: July 1, 2003
Approximately 1,151,000 total square feet
USSI provides general evening and daytime janitorial services for the 40 buildings that comprise the campus of FGCU.

Lee County Government

Ms. Jayne Elwell, Facilities Supervisor
Phone: (239) 533-8819; Fax: (239) 335-2653; E-mail: elwelljd@leegov.com
1500 Monroe Street, Fort Myers, FL 33901
Contract start date: May 1, 1995
Over 1,000,000 total square feet
USSI provides general daytime and evening janitorial services to 22 separate facilities housing offices of the Lee County Government including Sheriff Substations.

Manatee County Government

Mr. Tom Roberts, Property Management Dept
Phone: (941) 748-4501 ext: 6930; Fax: (941) 742-5880; E-mail: Tom.Roberts@mymanatee.org
1112 Manatee Avenue West, Bradenton, FL 32405
Contract start date: May 1, 2008
Approx. 400, 000 total square feet
USSI provides general daytime and evening janitorial services to 20 separate facilities housing offices of the Marion County Government.

Lee Memorial Health System

Ms. Wendy Cole, Property Management Specialist
Phone: (239) 424-2302; Fax: (239) 772-6494; E-mail: wcole@leememorial.org
636 Del Prado Blvd, Cape Coral, FL 33990
Contract start date: January 30, 2006
Approx 400,000 total square feet
USSI provides general evening and daytime janitorial services to over 40 medical rehab and outpatient facilities.

City of Tampa

Mr. Luis Alcantara, Facilities Contract Manager
Phone (813) 348-1047; Fax (813)-348-1050; E-mail: Luis.Alcantara@ci.tampa.fl.us
411 North Franklin Street, Tampa, FL 33602
Contract start date: Oct 1, 2007
Approximately 1 million square feet
USSI provides general evening janitorial services to the City of Tampa locations

CLIENT APPRECIATION

What Our Customers Are Saying...

From: "Mcleish Delgado, Karin" <KMcleishDelgado@leegov.com>
Date: November 5, 2014 at 3:21:58 PM EST
To: "NancyG@ussiclean.com" <NancyG@ussiclean.com>
Subject: Marlen

Hi Nancy. I just wanted to take a minute to tell you what a great job Marlen does for us at Talking Books Library. She is always looking for ways to make the library cleaner and neater. She keeps our carpet clean and notices when there are spots that she needs to treat with extra attention. She makes sure that our trash is separated from the recyclables, and that our dispensers are always stocked with soap and towels. She keeps that the exterior free of cobwebs, picks up trash from the parking lot and the sidewalks, and keeps the glass clean. She does all this with a big smile and is always cheerful and pleasant. We very much enjoy having Marlen around and want you to know how much we appreciate her, and also thank you for everything you do for us.

Sincerely,

Karin McLeish-Delgado, Mgr
Lee County Talking Books Library
1651 Lee Street
Fort Myers, FL 33901-2916
kmcleish@leegov.com
Phone: (239) 533-4782
Fax: (239) 485-1175

After exhausting all Option Years available on the Lee County Gun Range project in April 2011, we were unsuccessful in our bid to retain the location due to a mandatory bid in a low-bid situation. Upon departure from the facility, our customer sent the below email:

From: Stanforth, Theresa
Sent: Thu 4/21/2011 2:06 PM
To: Andres Guzman
Subject: RE: Gun Range

Hi Andrew,
You and your company will be missed. Thank you for the wonderful job and professionalism you provided.
Please be sure to return the keys and swipe cards to me so I can inform our key control person and reassign to whoever the new company representative is.

Thank again and it has been a pleasure working with you.

Respectfully,
Theresa Stanforth
Training Manager
Lee County Sheriff's Office / Gun Range

From: Mueller,Thomas [mailto:TMueller@covanta.com]
Sent: Monday, October 13, 2014 2:02 PM
To: Nancy Guzman
Cc: Viviana Bernal
Subject: RE: Deep cleaning/floor work

Yes!!

Everything looked great and we had many many comments on how then place liked like new!!

Thank you and your team!!!

USSI is the best!!!

From: Nancy Guzman [mailto:NGuzman@ussiclean.com]
Sent: Monday, October 13, 2014 12:26 PM
To: Mueller,Thomas
Subject: Deep cleaning/floor work

Hi Tom,

I hope you had a amazing weekend.

We were on Thursday and Friday working on floors.
As we agreed I had a cleaning crew on Friday night for the detailed Cleaning as well.
I would like to know if we accomplished with your expectations in preparation of that important day.

Should you have any concern, please do not hesitate to contact me.

Thank you,

Nancy Guzman
Project Manager
USSI | 111220 Metro Parkway
Suite 17 | Ft Myers FL 33966
P: (239) 334-1865 | F: (239) 334-1908
C: (239) 292-7553
nguzman@ussiclean.com
http://www.ussiclean.com

From: Lombardo, Paula
Sent: Thursday, September 11, 2014 9:42 AM
To: Lourdes Gallo
Cc: Broderick, Cathy; Wagie, Marie
Subject: Floor Cleaning of the Microbiology Lab 3rd Floor Administration 1A

Good Morning Lourdes,

Your staff did a through and excellent job cleaning the floor areas of the 3rd floor lab Wednesday evening. Please let them know their work was fantastic and very much appreciated.

Great Job!

Paula Lombardo
Accounting Coordinator
plombardo@myboca.us
561-338-7304

"You cannot do a kindness too soon, for you never know how soon it will be too late."
~ Ralph Waldo Emerson ~

From: DiNorscio, Amy [mailto:ADiNorscio@ci.boca-raton.fl.us]
Sent: Tuesday, February 17, 2015 11:25 AM
To: Marcela Bernal
Cc: Viviana Bernal
Subject: Saturday

Marcela,

THANK YOU for doing such and AMAZING job for us this weekend!

The facility was clean all night, each of your employees worked hard. You did a wonderful job communicating to each employee their designated area and duties for the event.

Amy

Amy DiNorscio
Amphitheater Events Coordinator
City of Boca Raton
(561) 393-7984

c. ABILITY TO MANAGE MULTIPLE SITES

USSI has a proven history of managing projects with multiple sites. Below are examples of for your review:

CHARLOTTE COUNTY, FL
23 Locations; 39 Facilities

- Admin Complex - Building A
- Admin Complex - Building B
- Airport Road Annex - Transit
- Airport Road Annex - Transit Trailer
- Charlotte County Justice Center
- Charlotte County Utilities, Loveland
- Construction Services Bldg
- East Englewood Mini Recycle
- Eastport Campus - Admin #1
- Eastport Campus - Admin #2
- Eastport Campus - Admin #3
- Eastport Campus - Admin #4
- Eastport Campus Bld A
- Eastport Campus - Ops #1
- Eastport Campus - Ops #2
- Employee Health Center
- Environmental Campus Trailer
- Facilities Construction & Maintenance
- Family Services Center
- Fleet Building
- Fuel Islands, Grace Street
- Health Department
- Historic Courthouse
- Human Services
- Maintenance Ops at San Casa Yard
- Medical Examiner
- Mid County Recycle
- Municipal Solid Waste
- Public Safety Building
- Public Work Signing And Marketing
- Public Works Lighting Office & Shop
- Public Works Maint & Operations
- Sheriff Training
- Sheriff Training Trailer
- Sheriff: District 2 Office
- Sheriff: District 4 Office
- Sheriff's Admin Office
- South County Annex
- West County Annex

FLORIDA CANCER SPECIALISTS
26 Locations

- Colonial Office, Ft. Myers, FL
- Englewood, Englewood, FL
- Lakewood Ranch, Bradenton, FL
- North Port, North Port, FL
- Sarasota - Cattlemen, Sarasota, FL
- Sarasota - Downtown, Sarasota, FL
- Venice - Health Park, Venice, FL
- Venice Island and VIP's, Venice, FL
- Bradenton East, Bradenton, FL
- Bradenton West, Bradenton, FL
- Bonita Springs, Bonita Springs, FL
- Fort Myers - Broadway , Ft. Myers, FL
- Cape Coral - Del Prado, Cape Coral, FL
- Cape Coral - Pkwy West, Cape Coral, FL
- Naples - Goodlette, Naples, FL
- Naples - Napa Ridge, Naples, FL
- Naples - West, Naples, FL
- Fort Myers - Summerlin, Ft. Myers, FL
- Corporate Offices, Ft. Myers, FL
- Hematopathology Lab, Ft. Myers, FL
- Port Charlotte, Port Charlotte, FL
- New Port Richey, New Port Richey, FL
- Hudson, Hudson, FL
- Spring Hill PET, Spring Hill, FL
- County Line Road, Spring Hill, FL
- Brooksville, Spring Hill, FL

CITY OF OCALA, FL
23 Locations; 38 Facilities

- 8th Avenue Senior Center
- Airport - Air Traffic Control Tower
- Airport - T Hangar - Bldg 19
- Airport - Terminal
- American Legion
- Barbara Washington Sr. Activity Center
- Building Dept / Growth Mgmt
- Care Here (CLINIC)
- City Hall
- Discovery Science Center
- Electric Administration (Bldg B)
- Electric Telecomm
- Facilities Maintenance
- Fire Station #1 - Administration
- Fleet -- Admin (Bldg D)
- Fleet - Light Vehicle
- Greyhound Bus Station
- Human Resources/RISK (Bldg E) & Electric Warehouse
- Ocala Electric Utility
- Ocala Police Department East District (District 2)
- Ocala Police Department Main Bldg
- Ocala Police Department Paddock Mall
- Ocala Police Department West District (District 1)
- Parks Operations Administration
- Parks Operations Shop
- Public Works / Sanitation (Bldg K)
- Public Works / Streets
- Public Works / Traffic Admin
- Public Works / Traffic Ops (Bldg L)
- Rec & Parks Admin (8th Avenue)
- SunTran (Bldg I)
- Transportation Planning Office (TPO)
- Union Train Station
- Water & Sewer Admin (Bldg H)
- Water Reclamation Facility #1
- (Admin & Operational Center)
- Water Reclamation Facility #2 (Admin & Lab)
- Water Reclamation Facility #3 (1st and 2nd Floors)
- Water Treatment Plant

Below is a listing of current clients serviced in the state of Florida, sorted alphabetically:

- Advisor's R.E. Group
- Agency for Workforce Innovation
- Apria Healthcare
- Associated Area Health Ed. Centers
- Baxter Healthcare Corp.
- Bella Terra Condominium
- Carr Riggs & Ingram CPA's
- CBRE Mgmt.
- Charlotte County
- Charlotte County Airport Authority
- City Furniture
- City Of Bartow
- City of Boca Raton
- City of Boynton Beach Utilities
- City of Clermont
- City of Coconut Creek
- City of Ft. Myers
- City of Homestead
- City of Largo
- City of Madeira Beach
- City of Miami Gardens
- City of Ocala
- City of Sunrise
- City Of Tamarac
- City of Tampa
- City of Titusville
- Gadsden Co. Health Dept.
- Genesis Group, Inc.
- Granite Naples 305 LLC
- Greenberg Traurig LLC
- Harrison Holdings, LLC
- Hawker Beechcraft Corporation
- Heritage Plaza
- Continental Fidelity
- Covanta Energy
- Cryovation, LLC
- Department of Revenue
- Dept. of Economic Opportunity
- Dept. of Juvenile Justice
- Elman Tallahassee Associates
- Enterprise Florida
- Environmental Consulting & Technology
- Exceptional Education Facility at Edgewater High
- Farmer's Market Restaurant
- FL Dept. of Children and Families
- Fla Dept. of Economic Opportunity
- Flag Federal Credit Union
- Florida Cancer Specialists
- Florida Dept. of Economic Opportunity
- Florida Dept. of Transportation
- Florida Gulf Coast University
- Florida Sports Foundation
- Florida Workers' Comp. Insurance Guaranty Association
- Florida's Blood Centers
- St. John Neumann High School
- Structure Property Mgmt, LLC
- Sumter Landing Comm. Dev. District
- SW FL Workforce Dev. Board
- Tallahassee Highpoint Partners
- Tallahassee Land Management
- Terranova Corporation
- The Florida Bar Assoc.
- The Ford Bldg., LLC

- Hodges University
- Hospital Mgmt. Services
- HSP Partners LLC
- Lee County
- Lee Memorial Health Plant Operations
- Lee Memorial Health System
- Liberty Property Trust
- Lincoln Harris CSG
- Lincoln Property Co.
- Loeb Partners
- Manatee County
- Marquis Software Development
- Mary Kneece
- Municipal Code Corporation
- North Port OVM
- Northside Office Ctr. Condo
- Oertel-Hoffman Harrison Holdings
- Osceola Historical Society
- Palm Beach Health Dept.
- Rasmussen College
- Research Mgmt. Corp
- Riley Palmer Construction
- Sedona II LLC
- Sentinel Capital Partners LLC
- Simon Property Group
- Sumter County
- St. Joe Land Co. / Advisor's R.E.
- The Village School of Naples
- The Villages Commercial Property Mgmt.
- Thomas C. Chase, P.A.
- Titusville, FL Police Dept
- Town of Lake Park
- Tracey McMaken-Vasquez
- Triple B Inspections
- Investar
- ITT Technical Institute
- Lakeland Area Mass Transit District
- Lee County
- Lee County Toll Plazas
- Urban America
- Veterans Tribute and Museum of Osceola
- Village Center Community Dev. District
- Village Sq. of Tallahassee
- Visconti Family LTD Partnership
- Water Quality Administration Lab
- Webb Diversified, LLC
- Westcott / Advantis Property Mgmt
- Westgate Condominium
- Woodcrest LLC

d. EMPLOYEE TRAINING

Employee training is at the core of service delivery at USSI. A combination of continuing on-the-job training and formalized class-room style approach helps USSI's employees upgrade their skills on a regular basis. Training is conducted in-house and on-site for managers, supervisors and cleaning crew. USSI leverages our strong vendor partnerships to perform on-site training for employees using various methods including:

1. Step-by-step instruction guides
2. Instructional videos (English & Spanish)
3. On-site wall posters

USSI employees after a training session.

USSI has a dedicated Training & Safety resource for the region. Topics covered during training include:

- Green cleaning procedures
- Green cleaning chemicals and handling
- Personal Protective Equipment (PPE)
- Building Safety
- Cleaning for health
- Complaints, tools, steps, safety tips
- Job Safety Analysis
- Preventive maintenance
- Team cleaning & Cleaning Specialists functions:
  - Light Duty specialist
  - Vacuum specialist
  - Restroom specialist
  - Utility specialist
- Job Cards
- Door dots
- SDS

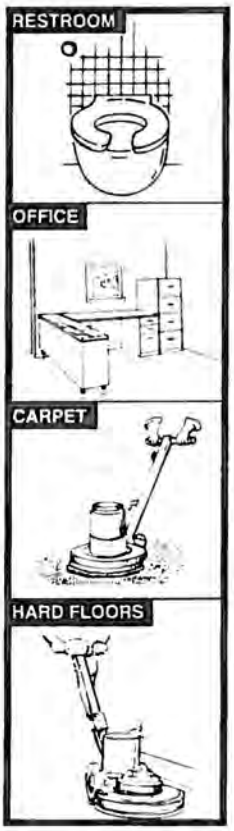
BOOT CAMP

In addition to ongoing, on-site training, USSI also conducts "Boot Camps", where cleaning workers are trained for 4-5 hours in a classroom environment.

At a minimum, all custodial staff members are trained in proper chemical handling, maintenance and use of equipment and cleaning procedures. Supervisors and managers responsible for ordering supplies are trained in selection of sustainable cleaning products and materials.

New hires are required to receive initial training on standard operating procedures (SOPs), safety procedures, sequencing of cleaning steps, and the proper use of personal protective equipment. This training typically occurs before personnel are assigned to a facility. Site-specific training should include training on:

- Building specific cleaning plan
- Tailored procedural training based on the green cleaning plan
- Hazardous communication standards
- Hand hygiene



The Boot Camp also addresses several technical aspects of the cleaning process including:

- SOPs
- Equipment maintenance
- Trash removal
- Dusting/surface cleaning
- Mopping
- Hazardous waste removal
- Restroom cleaning
- Vacuuming
- Wet mopping
- Carpet care
- Hard floor maintenance
- Pressure washing
- Floor burnishing

Each employee receives a certification of completion at the end of the course.

e. RECRUITMENT POLICY

E-VERIFY

USSI uses the E-Verify system to verify the employment eligibility of all new hires. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA). All new USSI employees hired since January 1, 2008 have been processed using E-Verify. According to the U.S. Citizenship and Immigration Services (USCIS), E-Verify is the best means available for employers to electronically verify the employment eligibility of their newly-hired employees.

Once USSI hires a new employee, we enter the individual's I-9 information into a third party portal (Lookout Services, http://www.lookoutservices.net/), which in turn allows access to the E-Verify system. The E-Verify system, based on records from the Department of Homeland Security (DHS) and the Social Security Administration (SSA), notifies us regarding the individual's employment eligibility. If E-Verify determines that there is an issue, the employee must resolve the issue according to a specific process and timetable in order to remain employed.

Key benefits of using the E-Verify system include:

- Helping employers maintain a legal workforce
- Virtually eliminating Social Security mismatch errors
- Improving the accuracy of wage and tax reporting

BACKGROUND CHECKS

All employees, performing work under the Contract will comply with all security and administrative requirements of the County. USSI will provide a current FDLE (Florida Department of Law Enforcement) background check on each individual that will be working in the facilities (where applicable) no later than five (5) working days prior to the individual beginning work. Additionally, USSI will provide a complete list of employees working in the buildings and updated within 48 hours of any changes.

f. EQUIPMENT

USSI utilizes the best tools and chemicals suited for each facility, based on the specific requirements of that building. Our commitment to preserving the environment is reflected in the use of Green Seal certified chemicals, wherever possible, in our routine cleaning operations. Ergonomic tools, such as the ProTeam SuperCoach Backpack vacuum are not only designed to safeguard the health and well-being of our employees, but are also proven to improve indoor air quality (IAQ).

All new powered cleaning equipment purchased and used at the facility will comply with the criteria outlined below. At least 20% of the existing cleaning equipment (by cost or number) must meet the requirements, as indicated below:

- ***Vacuum cleaners*** are certified by the Carpet & Rug Institute "Green Label" Testing Program and operate with a sound level less than 70dba
- ***Carpet extraction equipment*** used for restorative deep cleaning is certified by the Carpet & Rug Institute "Seal of Approval" testing program for deep cleaning extractors.
- ***Powered floor maintenance equipment*** including electric and battery powered floor buffers and burnishers is equipped with vacuums, guards and/or other devices for capturing fine particulates and operate at a sound level of less than 70dba
- ***Propane-powered floor equipment*** has high efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resource Board (CARB) or EPA standards for the specific engine size and operate at a sound level of less than 90dba
- ***Automated scrubbing machines*** are equipped with variable speed feed pumps and on board chemical metering to optimize use of cleaning fluids
- ***Battery powered equipment*** is equipped with environmentally preferable gel batteries
- ***Powered equipment*** is ergonomically designed to minimize vibration, noise and user fatigue
- Equipment is designed with safeguard such as rollers or rubber bumpers to reduce potential damage to building surfaces.

Attachment #3
Page 38 of 65

CORE EQUIPMENT

The following core equipment is used by USSI in routine janitorial operations:

Backpack Vacuum Cleaner:
ProTeam SuperCoach

Pressure Washer:
Simpson Honda GX200

Carpet Dryer:
Viper Whiptail

Carpet Extractor:
Windsor MiniPro

High Speed & Low-Speed Buffer:
Viper Venom

Wet/Dry Vacuum:
Windsor Titan

EQUIPMENT MAINTENANCE

Proper equipment maintenance is essential to protecting occupant and custodial employee health. Poorly maintained equipment leads to degradation of indoor air quality due to the spread of contaminants from the equipment.

We train our employees on proper equipment maintenance by follow manufacturer recommendations for scheduled maintenance. Additionally, equipment maintenance logs are maintained in the format specified below:

Cleaning Equipment Maintenance Log

Building Name: ___ [illegible] **EQc3.4- Gre**

Equipment Type	Manufacturer	Model Number	Date of Purchase	Repair Date	Repair Description	Maintenance Date	Maintenance Description
A) Vacuum Cleaners	Proteam	SCM1282	4/1/2005			Daily maintenance done every day. Monthly maintenance was done on August 9th	Daily maintenance 1. Check bag. Inspect intercept Micro Filter. 2. If dirty, rinse out, air dry & replace. Monthly Maintenance 1. Hand wash cloth filter and let air dry 2. Replace cloth filter 3. Clean Dome filter, air dry & replace
	Proteam	SCM1122	11/1/1997			Daily maintenance done every day. Monthly maintenance was done on August 9th	Daily maintenance 1. Check bag. Inspect intercept Micro Filter. 2. If dirty, rinse out, air dry & replace. Monthly Maintenance 1. Hand wash cloth filter and let air dry 2. Replace cloth filter 3. Clean Dome filter, air dry & replace
B) Carpet Extraction Equipment	Ambassador	C46100-00	Unknown			Daily maintenance done every day. Monthly maintenance was done on August 9th.	Maintenance as-needed: 1. Clean outside of the machine with a mild cleaner. 2. Check power cord for any damage. 3. Lubricate wheels, if necessary.
C) Electric or Battery Powered Floor Maintenance Equipment							
D) Automated Scrubbing Machines	Pacific Floor Burnisher	UHS-20	3/12/1996			Daily maintenance done every day. Monthly maintenance was done on August 23rd.	Daily Maintenance. 1. Remove dust recovery bag and empty contents. 2. Check drive block for proper installation 3. Clean filter. Monthly Maintenance: 1. Clean outside of the machine with a mild cleaner 2. Check power cord for any damage. 3. Lubricate wheels, if necessary.
	Kent Floor Machine	KF-175A	Unknown			Daily maintenance done every day. Monthly maintenance was done on August 23rd.	Daily Maintenance: 1. Remove dust recovery bag and empty contents. 2. Check drive block for proper installation. 3. Clean filter. Monthly Maintenance: 1. Clean outside of the machine with a mild cleaner 2. Check power cord for any damage. 3. Lubricate wheels, if necessary.

9. GREEN CLEANING PRACTICES

GREEN CLEANING: USSI GREENLEAD © PROGRAM

Our cleaning service has been proven one of the greenest cleaning services available in the US. USSI's GreenLead© Program is a high performance cleaning program focused on promoting sustainable cleaning practices that protect human health, building finishes, building systems and the environment.

USSI's GreenLead© Program has achieved Green Seal certification after being evaluated by Green Seal to comply with the rigorous environmental and performance requirements of the Green Seal Environmental Standard for Cleaning Services (GS-42, 2006). Green Seal is an independent, non-profit organization that provides science-based environmental certification standards for hundreds of products and services.

The GreenLead© Program specifically addresses the following key custodial areas that have a direct impact on human health and environment:

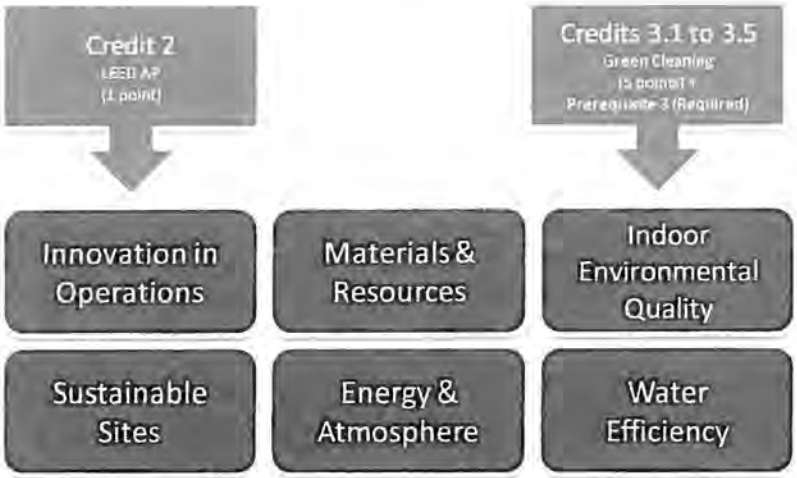
- Promoting the use of sustainable cleaning products and equipment
- Establishing standard operating procedures (SOPs) for typical cleaning and maintenance tasks focused on sustainable cleaning practices
- Conducting an audit program to monitor effective implementation of the policy and encouraging continuous improvement
- Outlining specific guidelines regarding chemical handling, equipment maintenance, communication protocols, documenting and tracking key metrics that demonstrate impact of the custodial operations on the environment
- Training custodial employees, with an emphasis on safe handling and storage of cleaning chemicals and hand hygiene, as well as hazards, use, maintenance, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

The core principles underlying the policy include reduced or no use of potentially harmful cleaning chemicals, removal or elimination of dirt, dust and other contaminants, protection and preservation of surfaces during cleaning and proactive strategies to reduce contaminant infiltration at source.

USSI & LEED CERTIFICATION

As a leading provider of cleaning services in the area, USSI prides itself on growth through innovation. Our expertise in "green" practices is derived from several years of experience in implementing environmentally sustainable cleaning practices. USSI is among the first building service contractors to use Green Seal certified chemicals in daily cleaning operations. In addition to using Green Seal certified chemicals, our cleaning process encompasses the use of several tools and techniques that are geared towards the health and safety of tenants.

In our role as a cleaning contractor, we can impact the following point and credits (*Based on LEED Reference Guide for Existing Buildings: Operations & Maintenance, 2009 Edition, Version 3):



We understand the complexity and documentation requirements involved in the LEED certification process and work closely with our clients as a proactive partner through the entire certification cycle. Since our cleaning process is already geared toward being environmentally sustainable, we ensure that you receive the maximum possible points from our role as a cleaning services provider. As an active supporter of the US Green Building Council's (USGBC) initiatives, USSI is well positioned to provide you with the support and resources required to ensure the success of your LEED project.

LEED AP

As an added benefit to clients seeking LEED certification, we assign a LEED Accredited Professional (LEED AP) to the specific project. LEED APs are accredited by the Green Building Certification Institute (GBCI) and have a thorough understanding of green building practices, principles and the LEED Green Building Rating System. This helps in facilitating a streamlined implementation of specific project requirements and helps our clients to effectively implement sustainability initiatives at their facilities.

Some of the benefits of a green program include:

- Improved indoor air quality
- Healthier facilities for tenants and cleaning crew
- Minimized exposure to aggressive chemicals
- Reduced water and air pollution

By actively partnering with our vendors and suppliers, we can implement a green program in your facility, without significant cost overruns. Our understanding of the LEED certification process enables us to add value to your efforts.

3. OPERATIONS & MANAGEMENT PLAN

a. STAFFING PLAN

All personnel assigned by USSI to the project will receive close and continuing first line supervision. All crew supervisors will have a minimum of one (1) year of experience in the commercial janitorial field. USSI will provide on-site, as needed, a minimum of one (1) employee that has a minimum of three (3) years documented experience, in the care and maintenance of "pre-finished" hard surface flooring. All site managers engaged in directing the work to be accomplished under this contract will possess at least two (2) years of recent (within the past 5 years) experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size of the building(s) to be cleaned under this contract.

GROUP 1 STAFFING PLAN

NIGHTIME CLEANING SERVICE	AVERAGE SQUARE FEET CLEANED NIGHTTIME PER NIGHT	HOURS / WEEK
COURTHOUSE	279,512	345.00
DAY PORTERS	# OF DAY PORTERS	HOURS / WEEK
COURTHOUSE	1.00	40.00
GRAND TOTALS	TOTAL AVERAGE SQUARE FEET CLEANED NIGHTTIME + DAYTIME	HOURS / WEEK
COURTHOUSE	279,512	385.00

GROUP 2 STAFFING PLAN

NIGHTIME CLEANING SERVICE	AVERAGE SQUARE FEET CLEANED NIGHTTIME PER NIGHT	HOURS / WEEK
Government Annex (BOA)	122,910	132.50
Government Annex (BOA) Bldg 2	17,822	15.00
Welcome Center	8,250	7.50
Public Safety Complex	-	
Main Bldg	59,703	84.00
Logistics - EMS	19,633	24.50
TOTAL NIGHTTIME CLEANING	**228,318**	**263.50**

DAY PORTERS	# OF DAY PORTERS	HOURS / WEEK
Government Annex (BOA)	1.00	20.00
Government Annex (BOA) Bldg 2	1.00	20.00
Welcome Center		
Public Safety Complex		
Main Bldg	2.00	24.00
Logistics - EMS	2.00	24.00
TOTAL DAY PORTERS	**6.00**	**88.00**

GRAND TOTALS	TOTAL AVERAGE SQUARE FEET CLEANED NIGHTTIME + DAYTIME	HOURS / WEEK
Government Annex (BOA)	122,910	152.50
Government Annex (BOA) Bldg 2	17,822	35.00
Welcome Center	8,250	7.50
Public Safety Complex	-	-
Main Bldg	59,703	108.00
Logistics - EMS	19,633	48.50
GRAND TOTALS	**228,318**	**351.50**

GROUP 3 STAFFING PLAN

NIGHTIME CLEANING SERVICE	AVERAGE SQUARE FEET CLEANED NIGHTTIME PER NIGHT	HOURS / WEEK
Main Library	78,753	108.50
BL Perry Branch Library	15,694	25.00
Eastside Branch Library	12,000	20.00
Ft. Braden Branch Library	5,288	8.75
Lake Jackson Branch Library	12,000	21.25
NE Branch Library	18,789	30.00
Tax Collectors Lake Jackson	4,796	5.00
Woodville Branch Library	2,000	5.00
TOTAL NIGHTTIME CLEANING	**149,320**	**223.50**

DAY PORTERS	# OF DAY PORTERS	HOURS / WEEK
Main Library	4.00	43.00
BL Perry Branch Library		
Eastside Branch Library		
Ft. Braden Branch Library		
Lake Jackson Branch Library		
NE Branch Library		
Tax Collectors Lake Jackson		
Woodville Branch Library		
TOTAL DAY PORTERS	**4.00**	**43.00**

GRAND TOTALS	TOTAL AVERAGE SQUARE FEET CLEANED NIGHTTIME + DAYTIME	HOURS / WEEK
Main Library	78,753	151.50
BL Perry Branch Library	15,694	25.00
Eastside Branch Library	12,000	20.00
Ft. Braden Branch Library	5,288	8.75
Lake Jackson Branch Library	12,000	21.25
NE Branch Library	18,789	30.00
Tax Collectors Lake Jackson	4,796	5.00
Woodville Branch Library	2,000	5.00
GRAND TOTALS	**149,320**	**266.50**

GROUP 4 STAFFING PLAN

NIGHTIME CLEANING SERVICE	AVERAGE SQUARE FEET CLEANED NIGHTTIME PER NIGHT	HOURS / WEEK
Robert Stevens Clinic	15,963	22.50
Southside Health Clinic	15,128	22.50
Main Health Dept.	21,184	30.00
Amtrak Dental Clinic	4,975	7.50
Community Services Bldg/UA Trailer	8,060	11.25
TOTAL NIGHTTIME CLEANING	**65,310**	**93.75**
DAY PORTERS	**# OF DAY PORTERS**	**HOURS / WEEK**
Robert Stevens Clinic	1.00	30.00
Southside Health Clinic	1.00	30.00
Main Health Dept.	2.00	30.00
Amtrak Dental Clinic	-	-
Community Services Bldg/UA Trailer	1.00	10.00
TOTAL DAY PORTERS	**5.00**	**100.00**
GRAND TOTALS	**TOTAL AVERAGE SQUARE FEET CLEANED NIGHTTIME + DAYTIME**	**HOURS / WEEK**
Robert Stevens Clinic	15,963	52.50
Southside Health Clinic	15,128	52.50
Main Health Dept.	21,184	60.00
Amtrak Dental Clinic	4,975	7.50
Community Services Bldg/UA Trailer	8,060	21.25
GRAND TOTALS	**65,310**	**193.75**

GROUP 5 STAFFING PLAN

GRAND TOTALS	TOTAL AVERAGE SQUARE FEET CLEANED NIGHTTIME + DAYTIME	HOURS / WEEK
Ag Center	11,150	15.00
Amtrak Station Bldg	7,197	10.00
Elections Voting Center Warehouse	6,581	2.00
Facilities Management & Shop bathrooms	4,291	6.25
Fleet Mgt. Office/Bays	1,300	5.00
Public Works Bldg	23,668	31.25
Purchasing/MBE/Sign Shop	3,822	5.00
Solid Waste Facility 4 buildings	7,495	15.00
Traffic Court	14,842	20.00
Transfer Station	2,600	12.50
Truck Sheds Office/Bathroom	1,413	2.50
GRAND TOTALS	**84,359**	**124.50**

CUSTODIAL SPECIALIST FUNCTIONS AND METRICS

LIGHT DUTY SPECIALIST

Key Functions	Productivity Metrics
• Empty trash, recycling bins & re-install liners • Dust all appropriate horizontal and vertical surfaces-high to low • Pick up paper clips, paper and pencils from floor • Spot clean surfaces-door, push plates and glass • Spot clean wall and fixture marks and dirt.	Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), a trained Light Duty Specialist, with tools and chemicals, as specified in the cleaning process, can clean 10,000 Square feet per hour. (Refer ISSA publication "447 Cleaning Times")

VACUUM SPECIALIST

Key Functions:	Productivity Metrics
• Check the trash can in each office • Vacuum all traffic areas • Spot vacuum all other areas • Vacuum crumbs, ashes, other spills on furniture • Reposition all furniture correctly • Turn out lights upon completion of a room • Secure area as required	Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), a trained Vacuum Specialist, with tools and chemicals, as specified in the cleaning process, can clean 10,000 Square feet per hour. (Refer ISSA publication "447 Cleaning Times")

RESTROOM SPECIALIST

Key Functions	Productivity Metrics
• Refill toilet tissue • Refill all other dispensers • Empty restroom trash • Clean and disinfect all fixtures, mirrors and drinking fountains • Spot clean and disinfect partitions and doors • Sweep and mop floors • Turn out the lights	Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), a trained Restroom Specialist, with tools and chemicals, as specified in the cleaning process, can clean and disinfect 1 restroom fixture in 3 minutes. (Refer ISSA publication "447 Cleaning Times")

UTILITY SPECIALIST

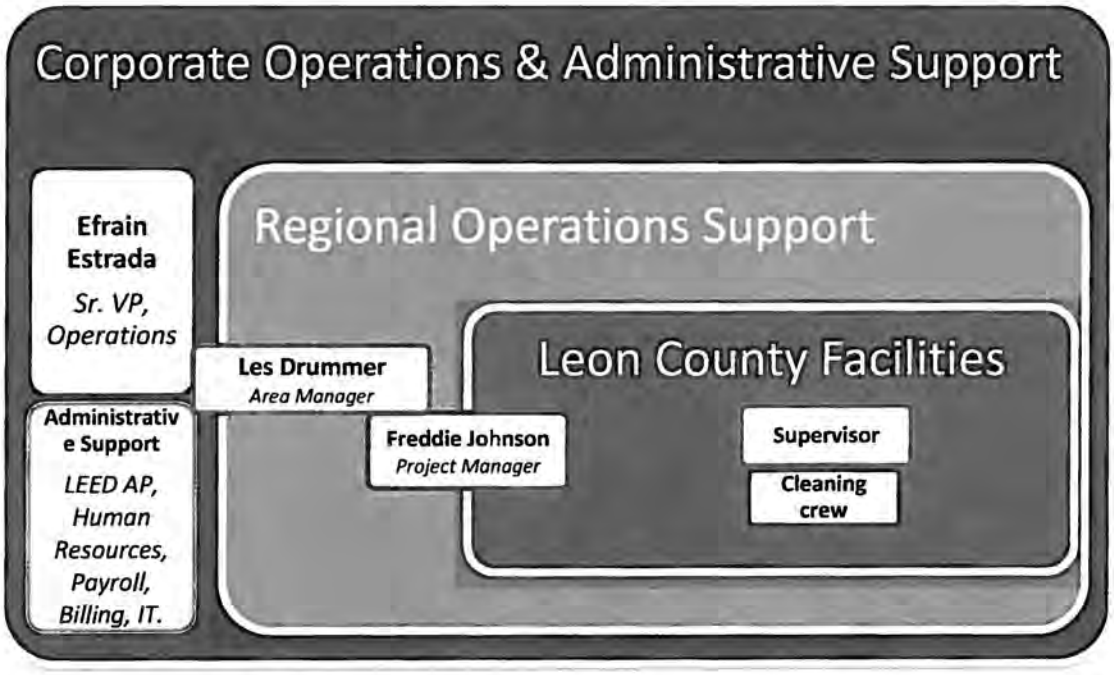
Key Functions	Productivity Metrics
• Police stairs and vacuum stairwells • Clean glass • Polish brass • Pick up trash on specified floors • Spot carpet • Clean 1st impression areas • Clean high-visibility carpet • Haul trash to dumpster • Floor care	Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), one trained Utility Specialist, with tools and chemicals, as specified in the cleaning process, is required for approximately 25,000 square feet of typical office space. (Refer ISSA publication "447 Cleaning Times")

CONTRACT MANAGER

Mr. Lester Drummer, Area Manager, will act as Contract Manager and take overall responsibility for the Leon County account. The primary person responsible for managing routine custodial operations at the Leon County facilities will be Mr. Freddie Johnson, USSI's proposed Project Manager. Mr. Johnson will be the primary interface between USSI and the Leon County representatives and will be accountable for the management and scheduling of work to be performed under the scope of the contract as well as for hiring, training, payroll and administrative duties related to the facilities.

OPERATIONAL SUPPORT STRUCTURE

To ensure the highest levels of service at the Leon County facilities, we propose an operations structure as illustrated below:



The custodial team at the buildings will be headed by USSI's Project Manager, Mr. Freddie Johnson, who will be the primary on-site interface between USSI and the Leon County representatives. Mr. Johnson will be responsible for overall operations at the buildings. Additionally, USSI will provide an on-site Supervisor to oversee training, safety and building inspections. The Supervisor will be supported by the cleaning crew. Additional supervisor responsibilities include ordering supplies, ensuring availability of equipment and handling special tenant requests.

The Supervisor will report directly to USSI's Project Manager who is responsible for hiring, training, payroll and administrative duties related to the project. USSI's Area Manager and Senior VP, Operations support the Project Manager and are responsible for ensuring consistent service delivery, inventory management, reporting and compliance with contract specifications. Overhead support to the buildings from the LEED-AP, HR, IT, billing and payroll is provided to ensure consistency of service.

PROJECT MANAGER RESPONSIBILITIES

The Project Manager handles day to day management under the contract and is the primary point of contact for all routine custodial issues. Mr. Freddie Johnson, USSI's proposed Project Manager will be responsible for the supervision and the continuity in all scheduling concerning your facilities. She will make regular written inspection reports and advise the USSI cleaning supervisors of her observations. Mr. Johnson will meet with the Leon County representatives regularly to ensure proper communication.

Below is a summary of key tasks performed by the Project Manager:

- Meets daily with the USSI staff.
- Responsible for the scheduling and completion of all daily cleaning tasks.
- Responsible for the smooth and orderly running of the project, including strict adherence to cleaning specifications, employee selection, and ordering of materials, supplies and equipment.
- Responsible for resolving complaints and handling emergency situations.
- Manages the USSI cleaners in the completion of housekeeping functions.
- Ensures that USSI employees comply with all project regulations, security requirements, badge controls, uniforms, etc.
- Responsible for updating the Safety Data Sheets and ensuring USSI personnel are conscientious in their use of materials and supplies.
- Assumes ultimate responsibility for all USSI employees on-site, the control of materials and equipment, and inventory maintenance of all paper products.
- Responsible for project inspections and quality control.
- Oversees the receiving, documentation, security and proper inventory of all materials, equipment and paper products.

Resumes of key personnel are enclosed.

FREDDIE JOHNSON

Proposed Project Manager

Summary of Experience

United States Service Industries, Inc. (USSI) is pleased to submit for your review and consideration Mr. Freddie Johnson as proposed Project Manager for the Cecil Airport project. Mr. Johnson has been an employee of USSI for over 18 years and has risen for the initial position of night staff cleaner to a project manager. Mr. Johnson's experience in the janitorial business is comprehensive. He understands the means and processes of cleaning a facility, the necessity to work and lead staff members, the need to coordinate efforts with the customer and the requirement to produce consistent, quality service.

Professional Experience

UNITED STATES SERVICE INDUSTRIES, INC. 2005 - Present
Project Manager

- Manages and supervises all supervisors as well as oversees cleaning personnel.
- Conducts nightly operational quality assurance inspections and documents results.
- Reviews and coordinates cleaners' daily work schedules.
- Provides training to cleaners on proper procedures, including use of equipment, chemicals and tools.

UNITED STATES SERVICE INDUSTRIES, INC. 2000 - 2005
Supervisor

- Supervise and direct work of building night supervisor as well as oversee a staff of day personnel.
- Check building at the end of the shift to ensure proper procedures and policies are being adhered to
- Assign keys to cleaners at the start of each shift
- Sign cleaners in and out for their shifts
- Conduct key count at the end of the night and match it to the key inventory
- Supervise and direct the work of the night cleaners
- Train cleaners on proper use of equipment, tools, chemicals and cleaning techniques
- Ensured proper OSHA compliance
- Hire and fire personnel

UNITED STATES SERVICE INDUSTRIES, INC. 1996 - 2000

- *Building/Night Supervisor*

LESTER DRUMMER

Area Manager, Tallahassee and North Florida Region

Summary of Experience

Mr. Drummer has been an employee of USSI for over 17 years and has risen from the initial position of project manager to area manager. Mr. Drummer's experience in the janitorial business is comprehensive in that he fully understands the means and processes of cleaning a facility, the necessity to work and lead staff members, the need to coordinate efforts with the customer, and the requirement to produce consistent, quality service. Mr. Drummer presently has the full authority to act on behalf of USSI on his projects. He has hire-fire authority, purchasing authorization, inspection and reporting responsibilities and overall point of contact duties with his customers.

Professional Experience

UNITED STATES SERVICE INDUSTRIES, INC. 1994 - Present
Area Manager of Tallahassee Division

- Reports directly to the Senior Vice President, Operations, who in turn identifies project assignments, based upon particular needs of the Tallahassee Metropolitan Area.
- Provides additional management and supervision to project managers, building supervisors as well as oversight to cleaning personnel.
- Reviews the operational needs pertaining to supplies, equipment, tools and other materials and makes requests as necessary.
- Meets with customers' management staff and tenants to review performance and determine if added resources are required.

SCOTTY'S, INC. 1987 - 1994
Store Manager

- Responsible for complete operation of multi-million dollar store operation.
- Including management and supervision of assistant managers, salesmen and approximately 30 store employees.
- Implementation of in-store programs to increase sales
- Development of employee and public relations incentive programs.
- Provided training and developmental assistance to all assistant managers, supervisors, and employees.

EDUCATION
Bachelor of Science
Wiley College – Marshall, Texas

EFRAIN ESTRADA

Senior Vice President of Operations

Professional Experience

UNITED STATES SERVICE INDUSTRIES, INC. 2008 - Present

Senior Vice President of Operations

- Administer overall organizational priorities, implemented plans, and managed all areas of organizational development, measurably improving institutional productivity.
- Plan, coordinate, and direct the efforts of 8 departments with more than 1,400 personnel.
- Provide oversight for all fiscal matters, including budgetary planning, contractual authority and implementation of fiscal policies for accounts totaling over $25M.
- Enhanced organizational effectiveness and performance by reengineering internal functions to meet challenging yet realistic goals.
- Develop job descriptions that accurately described responsibilities and are consistent with specific levels of compensation.
- Develop personnel requirements, schedules, scope, content and travel plans, resulting in 100% of the inspections completed on-time, within budget and to the satisfaction of senior management.
- Coordinate technical and professional courses that provided for employees' professional development and benefit the organization's short and long range goals.

UNICCO INTEGRATED FACILITIES SERVICES 2002-2007

Operations Manager

- Direct and coordinate overall management of assigned book of business of an excess of 15.2M Sq/Ft.
- Quality assurance, customer and tenant satisfaction, P&L overall responsibility, budget development, strategic planning, sales and marketing responsibilities

UNICCO INTEGRATED FACILITIES SERVICES 2000-2002

Project Manager

- Direct and coordinate overall management of United States Patent and Trademark Office Project of an excess of 3.2M Sq/Ft.
- P&L responsibility, quality assurance, customer and tenant satisfaction.
- Budget development, strategic planning, sales and marketing responsibilities

H&A GENERAL MAINTENANCE 1997-2000

Operations Manager

- Managed over 24 accounts throughout metro D.C. area totaling 5M sq. ft.
- Overall P/L and revenue enhancement responsibility.
- Responsible for implementing and managing administrative procedures.
- Budget development, strategic planning, sales and marketing responsibilities

b. PROCESS

Your facilities are unique and so is our cleaning.

Each building has distinct cleaning requirements that need to be addressed specifically to ensure high levels of service. USSI develops a customized operations plan for each facility, based on specific requirements of the building. Our cleaning method is based on the key principles of delivering process, performance and results. In addition to delivering operational excellence, USSI strives for superior customer service through our various support systems.

By providing our cleaning crew with the right training, tools and chemicals, USSI is committed to exceeding the expectations of our clients.

USSI will furnish all labor, materials, and equipment necessary to complete all work at the locations as specified in BID NO: BC-03-10-15-13. USSI is committed to operating all facilities in a sustainable manner by utilizing green or environmentally preferred products as required by the County at locations specified in Groups 1 (Courthouse), 2 (Class Facilities), 3 (Libraries), 4 (Clinical facilities) & 5 (General Service Facilities). USSI will comply with the tasks, frequencies and specifications outlined for each of the groups.

CORE CHEMICALS

The following are the core chemicals used by USSI in daily cleaning operations:

PERdiemTM/MC
General Purpose Cleaner

Glance® NA
Glass & Multi-Purpose Cleaner

Meets California Code of Regulations VOC Levels

SparCreme:
Deep cleanser

Crew® Bathroom Cleaner & Scale Remover

Spartan Green Solutions
Floor Seal & Finish

The chemicals used in daily cleaning operations have been carefully chosen to not only clean effectively, but also to minimize harm to the environment.

At least 30% of total annual purchases (by cost) of cleaning materials and products will comply with the sustainability criteria outlined below:

- ***Cleaning products*** that meet one of the following criteria:
  - Green Seal GS-37 for general-purpose, bathroom, glass and carpet cleaners
  - Environmental Choice CCD-110 for cleaning and degreasing compounds
  - Environmental Choice CCD-146 for hard surface cleaners
  - Environmental Choice CCD-148 for carpet and upholstery care

- ***Disposable janitorial paper products and trash bags*** meet the minimum requirements of one or more of the following:
  - US EPA Comprehensive Procurement Guidelines for janitorial paper and plastic trash can liners
  - Green Seal GS-09, for paper towels and napkins
  - Green Seal GS-01 for tissue paper
  - Environmental Choice CCD-082 for toilet tissue
  - Environmental Choice CCD-086 for hand towels
  - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers

EcoLogo

Scott® 2-ply Roll Bath Tissue

EcoLogo

Scott® Multi-Fold Towels

- ***Disinfectants, metal polish, floor finishes, strippers or other products*** not addressed by the above standards meet one or more of the following standards:
    - Green Seal GS-40 for industrial and institutional floor care products
    - Environmental Choice CCD-112 for digestion additives and odor control
    - Environmental Choice CCD-113 for drain or grease traps additives
    - Environmental Choice CCD-115 for odor control additives
    - Environmental Choice CCD-147 for hard floor care
    - California Code of Regulations maximum allowable VOC levels for specific product category

- ***Hand soaps*** meet one or more of the following standards:
    - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations
    - Green Seal GS-41 for industrial and institutional hand cleaners
    - Environmental Choice CCD-104 for hand cleaners and hand soap

MANAGEMENT & SUPPORT SYSTEMS

While we pride ourselves on our cleaning operations, we distinguish our services based on the support system that we offer our clients. USSI's Operations Managers meet with our clients on a periodic basis to understand any unique requirements and ensure tenant satisfaction. The billing and contracts department assists clients with requests for billing adjustments, contract updates and certificates of insurance.

USSI's front-line crew is augmented by a strong support system to enable a seamless customer experience. Our management team has a wealth of experience from within and outside the industry to enable USSI to deliver on the promise on superior customer service.

Our employees are our most valuable assets. Our strong management structure, supported by our human resources department provides daily support. The purchasing department ensures that supplies, tools and equipment are readily available to get the job done. USSI's payroll department ensures that our employees are paid correctly and on time.

BILLING PROCESSES

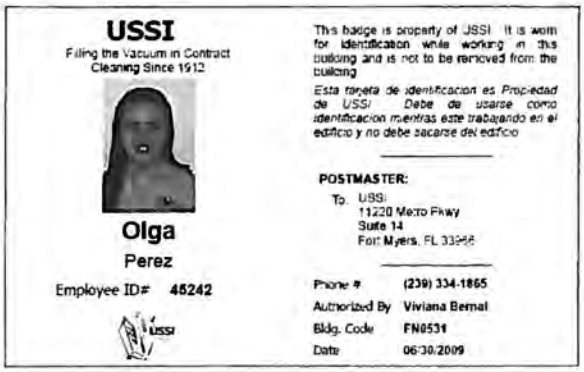
As an industry leader in automation, USSI electronically bills (e-bills) all contracts as standard practice on or about the 1st of each month. Where requested, USSI also provides a hard copy as back-up.

For supplemental work, Operations submits a "BI" or Billing Instructions to the Accounts Receivable department within 5 working days of performance of such work. Accounts Receivables, in turn, e-bills or send out hard copies of bills within 5 days of receipt of BIs.

UNIFORMS & IDENTIFICATION

The appearance of the front-line employees reflects directly upon Leon County . Therefore it is vital to portray the proper image at every location. At your discretion, we recommend the below uniform standards be used.

We also issue picture IDs to our employees for easy identification. A sample is shown below:

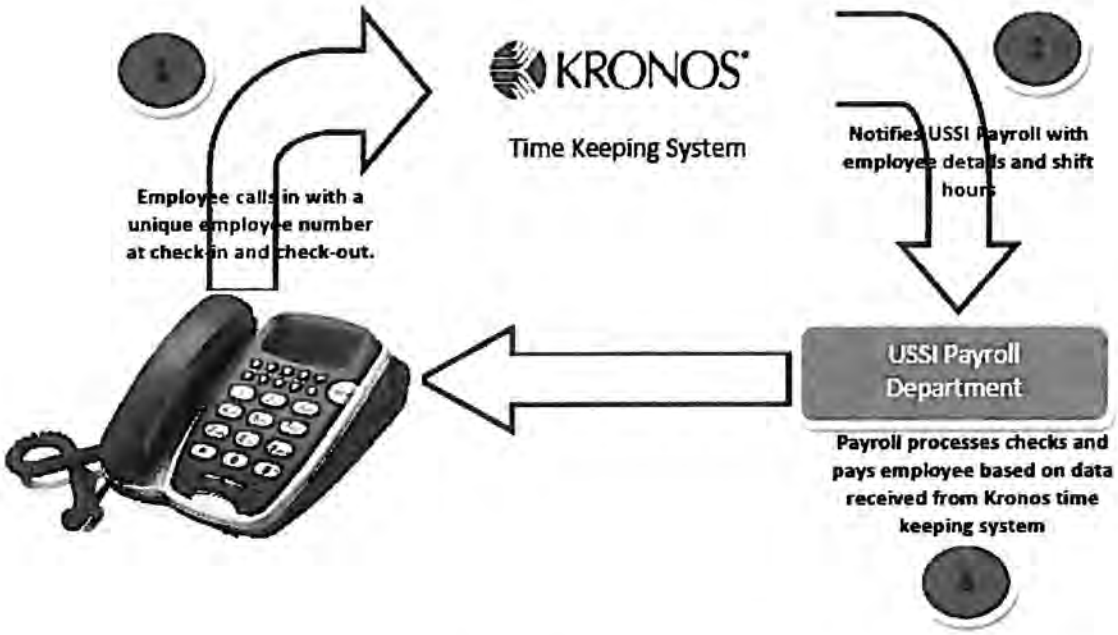


PAYROLL & TIMEKEEPING PROCEDURE

We maintain daily logs for shift attendance at each site. Each employee is required to sign in and sign out the hours of attendance each day.

In addition the project management staff will be using our automated telephone timekeeping system, Kronos. This accurate and reliable method of timekeeping will be vital to maintaining a successful project. This system ensures accuracy in payroll and shift hours while giving our managers comprehensive data on each shift at each location cleaned by USSI.

If requested, USSI can share the attendance reports generated by the Kronos system with key Leon County personnel. Below is an overview of the Kronos system:



Key steps in logging, recording and processing employee payroll using the Kronos system are summarized below:

1. Each employee is issued a unique employee id.
2. Employee enters employee id using the phone assigned to each site during shift check-in and check-out.
3. The Kronos 4500 Touch ID logs each scan, and the shift hours worked by a particular employee.
4. Details of the employee and daily shift hours are transferred remotely to USSI's central payroll department
5. USSI's payroll department processes the information received from the Kronos time-keeping system to deliver checks to the employee

KEY CONTROL POLICY & PROCEDURES

Because USSI understands the importance of safety and security in each location we service, we've developed a policy to ensure proper distribution and handling of all keys for the locations we service. Access to locked facilities and areas required for the performance of an employee's assigned tasks will be provided through the issuance of an appropriate key required for entry into the authorized area or areas.

Keys to buildings, offices, and other facilities will only be issued to a USSI employee upon proper clearance through all necessary background checks. Any person, who knowingly makes, duplicates, possesses or uses access controlled keys for entry to any area without appropriate authorization will be subject to disciplinary action by USSI.

Persons to whom key(s) are issued must sign the key request form when they pick up their key(s) acknowledging receipt of the key(s) and agreeing to assume full responsibility for the security and proper use of keys issued to them. Upon receiving a key(s) the key recipient also agrees that they:

- will not lend or otherwise permit key(s) to be used by any other person,
- will not duplicate or alter the key(s) and will not allow others to do so,
- will report the loss or theft of key(s) immediately to supervisor or project manager,
- will return issued key(s) that are no longer needed to the supervisor,
- will return issued key(s) to supervisor upon termination of employment and obtain a clearance form from USSI indicating all keys have been returned;
- will hand deliver key(s) being returned and will not send keys through the U.S. or campus mail;
- will use keys issued to gain access only to the assigned work area to conduct USSI business; and,
- will ensure the door(s) to an assigned work area are properly locked or otherwise secured per the USSI Door Dot System when leaving the area or at the conclusion of work.

SAFETY PROGRAM

USSI's policy is to inform all employees of the hazards associated with the materials that they use on the job. USSI has implemented the *Beyond Compliance* program to ensure the proper safety and education of our cleaners.

GHS

The
Globally Harmonized System
of Classification and Labeling of Chemicals

OSHA

Each building USSI cleans is equipped with a binder containing an inventory of hazardous materials used in that building as well as Safety Data Sheets (SDS) for each chemical used. These SDS sheets are conveniently accessible in case of an emergency. SDS information is located in:

1. The USSI check-in area
2. Training handbooks
3. On the web

These sheets provide detailed information on health hazards, physical hazards, personal protective equipment and proper emergency response measures. We have selected a specific cleaning system with a limited number of cleaning products. These have been selected both for their cleaning effectiveness as well as for their low toxicity. USSI ensures due diligence by exceeding OSHA compliance requirements through a series of measures including:

- A written safety policy, which is updated periodically
- Mandatory employee training regarding OSHA regulations and SDS
- Periodic audits and inventory checks of chemicals in the facility

The "Beyond Compliance" program at USSI ensures improved health and safety of our employees and tenants, while reducing liability through due diligence and precautionary measures.

USSI guarantees that there is an SDS handbook in each and every building being cleaned by our employees. This handbook contains a chemical description of all products used in the building and explains what to do in case of an accident or emergency. The SDS handbook is placed in a plexi-glass display shelf on the storage room, next to the posted emergency phone numbers.

SAFETY GUIDELINES

The following guidelines are used for storage and handling of cleaning products and materials to ensure custodial employee and occupant safety:

- Cleaning chemicals, equipment and materials are physically isolated and secured in a central storage area in the building
- Chemical products must be separated from cleaning tools and equipment
- Any chemicals that require the use of gloves must be identified. Only trained personnel should be allowed to handle these chemicals
- Central storage area must be key controlled to supervisor level or higher
- No unlabeled and unmarked bottles/containers are allowed for use by custodial employees
- Safety Data Sheets (SDS) are available and updated for each product used in the cleaning operation and displayed in a prominent area of the storage room
- Never mix chemicals
- Products on shelving must be loaded so that heaviest items are on the bottom and the most used items are at eye level
- First aid kit should be made available in the check-in/storage area
- Adequate lighting and ventilation must be provided to avoid injuries and spills

QUALITY ASSURANCE PROGRAM

Our quality control program utilizes a defined structure, clear responsibilities, a formal schedule, appropriate analytical procedures, strong documentation requirements and required corrective action plans, if necessary.

Supervision & Inspection

One of the key features of the GreenLead program at USSI is maintenance of supervisory and management reports. This ensures proper care of tools, equipment and material. All our cleaning workers are trained in the maintenance of tools and equipment during the training boot-camp.

Our program utilizes a defined structure, clear responsibilities, a formal schedule, appropriate analytical procedures, strong documentation requirements and required corrective action plans, if necessary. Ultimately, Leon County will enjoy multiple levels of quality assurance, including:

- Weekly inspections by the Quality Control Manager
- Regular inspections by the Project Manager
- Periodic reviews by the Area Manager

In addition, our process incorporates several controls, measures and a reporting system to ensure scheduled maintenance is performed on a regular basis.

Reporting

For the Leon County project, USSI will be utilizing inspection software developed in-house to deliver reports and maximize customer satisfaction. This system will result in enhanced quality control and a more responsive project team.

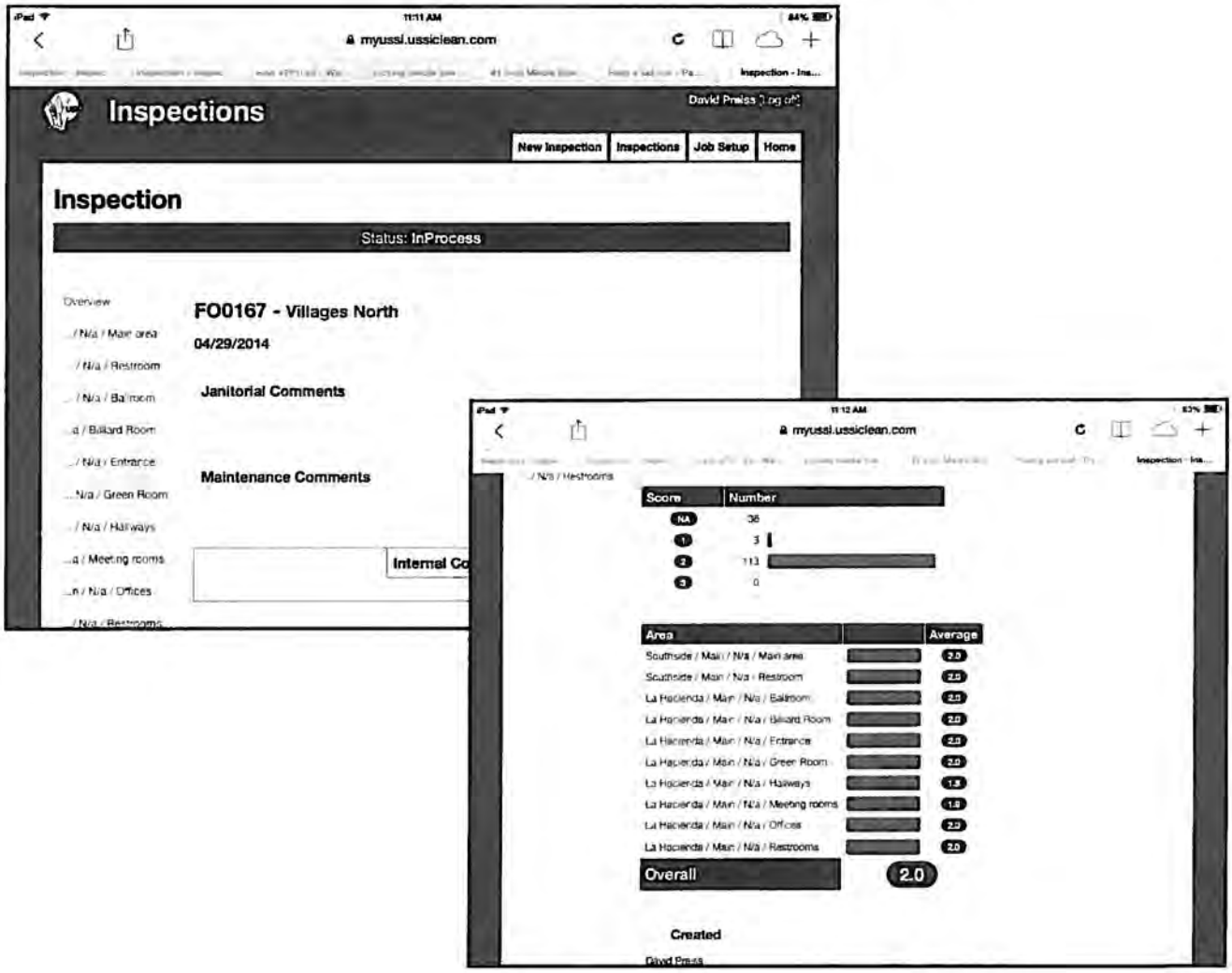
Our communications software enables USSI to manage performance and generate client data into reports that accurately pinpoint which areas need attention. We are able to instantly distribute work orders or complaints to the person responsible for correcting the deficiency as soon as possible. This system also allows senior management to be aware of any issues so that they can get involved in the resolution if necessary. All communication is tracked in one place which allows us to monitor and manage your ultimate satisfaction with our services.

USSI is able to efficiently:

- Perform detailed inspections
- Correct deficiencies
- Customize schedules to unique areas in each location, and
- Prove our performance to Leon County

In addition to tracking the resolution of service deficiencies, we can also develop customized schedules which will be unique to Leon County locations and the periodic services you require per the contract. The USSI project management team will be able to set up reminders for periodically scheduled services such as floor maintenance and window cleaning services so that we can be sure these items are being completed as required.

The graphics below show examples of inspection templates generated on this system.



c. TURNAROUND CLEANING SERVICES

USSI has capability and experience to provide turnaround cleaning services as defined in the RFP. We have a successful track record of delivering on projects that focused on providing immediate, corrective, detailed cleaning of the entire facility for purposes of making an immediate and noticeable impact upon cleanliness and presentation aspects of the facility.

The following illustrates the typical process in delivering turn-around cleaning services:

The goal for turn-around cleaning services is to provide thorough, detailed cleaning that has a significant impact on the appearance of facility finishes and tenant environment.

d. CONSTRUCTION CLEANING

Construction clean-up involves removal of significant amounts of dirt and debris from the facilities undergoing construction and renovation, and ensuring that facilities are ready for tenant move-in. In addition to dust and debris removal, this also includes repeated, thorough cleaning of areas occupied by tenants. In the event of renovations occurring at a facility, USSI follows the following procedures:

a. Area to be closed to all traffic.
b. Installation of barriers such as plastic coverings, boarding up construction sites, or air locks to prevent migration of dust and/or other contaminants from the area.
c. Thoroughly clean the area prior to putting back in service.

We ensure that our employees are properly trained, utilize correct PPE and equipment, use proper bagging and disposal of all materials and thoroughly clean the area prior to putting back in service.

e. EMERGENCY SERVICES

If an emergency arises (such as flooding), USSI will divert the cleaning crew as deemed necessary from their normal assigned duties to meet these conditions. When these employees are no longer needed, they shall be directed to return to their normal duties.

The following is an illustration of the typical stages of response to an emergency:

INCIDENT REPORTING
- Client contactcs USSI regarding emergency via phone, email or fax.
- Typically, the Project Manager assigned to the account receives the call.
- Alternate contactc is the USSI emergency response line.

FACT FINDING
- Project Manager or alternate is on-site within 1.5 hours of initial client call.
- Collects additional information, determines course of action.

RESOURCE MOBILIZATION
- Project Manager recruits additional resources and mobilizes equipment needed
- Initiates clean up efforts

RESOLUTION & FOLLOW-UP
- Keeps open communication with building engineers and Client to report status at different stages of the clean-up effort and conclusion.

The primary point of contact in the event of an emergency would be the Project Manager assigned to the account. We also provide access to back-up resources. All members of the USSI team are "on call" 24 hours, except during vacation or authorized leave. We ensure the availability of basic equipment such as wet vacuums, fans and dehumidifiers at larger facilities

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LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	C+L Associates	Nelsonic, Inc.	Contractor's Enterprises
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ 0.073	$ —	$ —
Group 2	$ 0.0749	$ 0.0985	$ 0.07
Group 3	$ 0.109	$ 0.1065	$ 0.07
Group 4	$ 0.15	$ 0.2150	$ 0.07
Group 5	$ 0.135	$ 0.1195	$ —

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Associated Services + Supplies	Tribond	Stockton Maintenance Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ —	$ 0.21	$ 0.0858
Group 2	$ 0.14312	$ 0.21	$ 0.1365
Group 3	$ —	$ 0.21	—
Group 4	$ 0.2416	$ 0.21	—
Group 5	$ —	$ 0.21	—

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Executive Cleaning	USSI	Superior Janitorial Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	No
Base Bid:			
Group 1	$ —	$ 0.093	—
Group 2	—	$ 0.097	$ 1.10
Group 3	$ 0.12	$ 0.105	$ 1.05
Group 4	$ 0.19	$ 0.211	$ 2.35
Group 5	$ 0.092	$ 0.089	$ 1.05

Tabulated By: Shelly Kelley

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and NELSONIC, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County Custodial Services, Groups 3 & 5, in accordance with: 1) Custodial Services County Wide, Continuing Services, Bid# BC-03-10-15-13 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)__, which is located in Tallahassee, Florida. "

4. TIME:

The Agreement shall be for a period of one (1) year, commencing on July 1, 2015, and shall continue until June 30, 2016. After the initial One (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

5. 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.

6. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:	Shelly Cason
Street Address:	1907 S. Monroe Street
City, State, Zip Code	Tallahassee, FL 32301
Telephone:	850-606-5000
E-mail:	casons@leoncountyfl.gov

B. The Contractor's Project Manager is:

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

C. Proper form for an invoice is:

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

8. 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.

9. INSURANCE

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

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

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

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

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

10. PERMITS

The Contractor shall pay for all necessary permits as required by law.

11. 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.

12. 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.

13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by

the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

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

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

16. TERMINATION

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

17. PUBLIC ENTITY CRIMES STATEMENT

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

18. UNAUTHORIZED ALIEN(S)

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

19. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

20. 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.

21. VENUE

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

22. CONSTRUCTION

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

23. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

Exhibit A - Solicitation
Exhibit B - Vendor Response
Exhibit C - Tab Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

NELSONIC, INC.

By: _____
President or designee

_____
Printed name

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

   Bid No. _____
   Board of County Commissioners
   Leon County Purchasing Division
   1800-3 N. Blair Stone Road
   Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.

3. Bid must contain an original, manual signature of an authorized representative of the company.

4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.

5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.

6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

PURPOSE:

Leon County is seeking the services of qualified vendors for custodial services at the locations specified in Table 1 below and performed in accordance with the attached specifications (Attachment A). The County has a commitment to operating all of its facilities in a sustainable manner which includes utilizing green or environmentally preferred products, as well as recycling.

Table 1

Group 1 - Courthouse	Address	Building Square Footage	Cleaning Square Footage	Restrooms
Courthouse	301 S. Monroe St.	295,768	**279,512**	**56**

Group 2 - Class Facilities	Total Square Footage	255,793	**228,318**	
Government Annex (BOA)	315 S. Calhoun St.	128,191	122,910	20
Government Annex (BOA) Bldg @	311 S. Calhoun St.	18,202	17,822	10
Welcome Center	106 E. Jefferson St.	9,400	8,250	8
Public Safety Complex	Open 24/7			
Main Bldg	911 Easterwood Dr.	76,000	59,703	8
Logistics - EMS	911 Easterwood Dr.	24,000	19,633	5

Group 3 - Libraries	Total Square Footage		**149,320**	
Main Library	200 W. Park Avenue	88,230	78,753	10
BL Perry Branch Library	2817 S. Adams St.	16,066	15,694	4
Eastside Branch Library	1583 Pedrick Rd.	13,419	12,000	6
Ft. Braden Branch Library	16327 Blountstown Hwy	5,660	5,288	4
Lake Jackson Branch Library	3840 N. Monroe St. Suite 300	12,372	12,000	4
NE Branch Library	5513 Thomasville Rd.	19,000	18,789	4
Tax Collectors Lake Jackson	3840 N. Monroe St. Suite 103	4,796	4,796	2
Woodville Branch Library	1492 J. Lewis Hall Sr. Rd.	2,000	2,000	4

Group 4 - Clinical Facilities	Total Square Footage		**66,710**	
Health Depts.				
Robert Stevens Clinic	1515 Old Bainbridge Rd.	17,963	15,963	6
Southside Health Clinic	872 W. Orange Rd.	15,500	15,128	6
Main Health Dept.	2965 Municipal Way	21,928	21,184	8
Amtrak Dental Clinic	912 Railroad Ave.	4975	4975	4
Community Services Bldg/UA Trailer		8432	8060	6

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Group 5 - General Services Facilities	**Total Square Footage**		**84,359**	
Ag Center	615 Paul Russell Rd.	13,289	11,150	4
Amtrak Station Bldg	918 Railroad Avenue	9,794	7,197	6
Elections Voting Center Warehouse	2990 Apalachee Pkwy	31,332	6,581	4
Facilities Management & Shop bathrooms	1907 S. Monroe St.	4,591	4,291	4
Fleet Mgt. Office/Bays	1800-1 Blairstone Rd.	14,685	1,300	2
Public Works Bldg	2280 Miccosukee Rd.	24,240	23,668	7
Purchasing/MBE/Sign Shop	1800-3 Blairstone Rd.	4,471	3,822	3
Solid Waste Facility 4 buildings	7550 Apalachee Pkwy	11,425	7,495	5
Traffic Court	1920 Thomasville Rd.	15,874	14,842	6
Transfer Station	4900 Gum Rd.	3,000	2,600	4
Truck Sheds Office/Bathroom	1800-8 Blairstone Rd.	2,061	1,413	4

Vendor Restrictions:

It is the intent of Leon County to award each of the five groups individually or in groups imparting price reduction, except that no vendor to be awarded more than two to three groups totaling over 300,000 sf (approximately). Vendors are invited to place bids on as many groups or pairings of groups as they wish to increase the possibility of securing one or more of the groups offered.

Hours of Work:

The County is seeking bid prices (per square foot per month) for scheduled custodial services in the evenings with various hours/days:

Information on the facilities and their initial square footage is contained in Attachment B. Bidder should take note that the
County reserves the right to amend spaces to be cleaned and to change the cleaning times when necessary with only verbal notice provided to contractor.

Term of Agreement:

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2017. After the initial period, at the discretion of the County, the contract may be extended for no more than four () additional (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 period. In the event of suspending services with a vendor, the County may award those services to another vendor or vendors, or re-bid the work.

Price Adjustments:

At the discretion of the County, price adjustments may be negotiated annually beginning with the first extension period. It is the intent of Leon County to not have any price adjustment exceed changes in the Consumer Price Index for all Consumers (CPI-U), for the twelve (12) month period prior to the contract extension. However, changes in CPI alone shall not warrant price adjustments to these contracts.

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Bid Pricing:

Bidders will be required to provide bid pricing per square foot per month. The contract shall include all services and the provision of all paper products, hand sanitizers and hand soap being supplied by the vendor as specified in the Leon County Facilities Management Custodial Services Performance Specifications and Forms attached or enclosed.

Bidder Minimum Qualifications:

Bidders must have been in the cleaning business a minimum of 5 years. Also, the bidder must have cleaned a facility of similar size and scope to those required by this bid. For bids on more than two groups, the bidder shall demonstrate cleaning of comparable aggregate square footages within past five years. For size consideration, the bidder should combine 2 buildings that have been cleaned simultaneously to meet the stated square footage requirements. Further, the management staff to be assigned to this contract must have a minimum of no less than three (3) years' experience in the custodial business with proven supervisory experience. Bidders shall be presently conducting cleaning services of the type sought under this bid. To verify this, a listing of at least three facilities currently being serviced that County staff as an option may visit to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, contact person, telephone number, and square footage being serviced.

In order to demonstrate financial capability and capacity, Bidders are required to submit as a part of their bid the following items:

1. A letter from their bank or accountant stating their financial capability to handle this contract (meet payroll and adequately secure supplies and equipment)

2. Proof of insurance capacity by completion of the Insurance Certification form contained in this invitation to bid.

3. Such financial and business information shall be routinely verified by the County subsequent to bid award to insure that the vendor(s) remain financially solvent, insured against applicable risks, and to ensure that business factors affecting the County decision to contract with vendor have not been changed.

BIDDER EXPERIENCE

A. All bidders shall submit the below listed items with the bid. If incomplete information is provided, the bid will be determined to be non-responsive. Bidders not meeting the minimum experience requirements as set out herein will be determined to be non-responsive and the bid will not be considered.

B. All bidders shall provide the reference information requested below for the ~~two largest~~ all projects of the same or a similar nature (square footage, high traffic volume, and large number of restrooms) that you have serviced in the last five years. In addition, all bidders must provide a minimum of five (5) additional references. At least two (2) references must be current customers of the bidder. At least one (1) reference must be for a contract that provided for the commercial cleaning of a building or buildings that totaled a minimum of 10,000 square feet with the contract not having been expired for more than 2 years.

   Each reference shall contain the following:
   1) Name and address of company.
   2) Site of work under contract (address and brief description of facility including square footage).
   3) Person to contact and telephone number (Contract Manager, address and phone number).
   4) How long you have had the contract. (contract term; starting and ending dates)
   5) A written summary of the types of services provided under this contract, including Agreen@ cleaning methods and practices used.

C. All bidders must list all contracts held, including any contracts that have been terminated or lost, due to unsatisfactory performance, within the last five (5) years. These contracts shall be reported in the same format as a reference as outlined above. Failure to comply with this provision will be grounds for denial of or immediate termination of the contract.

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BID AWARD CRITERIA:

The bid will be awarded as soon as possible based to the most responsible, and responsive bidder as determined by the following evaluation criteria:

A. Preliminary Bid Criteria - 75 Points; The following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

1. Cost - 35 Points

The vendor with the adjusted lowest price per square foot per month will receive the full 35 points in the Bid Evaluation. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. In other words, if the low bid was $1.00 per square foot and the next bidder was
$1.10, the second bidder would be receiving 31.8 points or 91% of the score. Example:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 35 = \textit{Point Score for Cost}$$

The cost may be adjusted as provided by the Leon County local preference ordinance detailed elsewhere in this document.

2. Contractor's qualifications and experience - 20 Points

a. Length of time company has operated; length of time providing services similar to those being bid; qualifications of key personnel to be assigned to this project; extent of Contractor current and prior similar contracts; location(s) of Contractor=s office(s); and current and past project references.

b. Company has considerable and readily quantified experience in providing similar services.

c. Company has a proven ability to effectively manage multiple sites. Company shall provide relevant experience data and references.

d. Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans; procedures; documents; staffing; and subcontractors.

e. Company's policy in recruitment and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any site specific needs.

f. Equipment owned/leased by the company and readily available to be assigned to use under the terms of the contract.

g. Experience and knowledge of green cleaning practices.

3. Operations & Management Plan - 20 Points

Contractor=s staffing and approach to providing the services under this bid as indicated by:

a. Staffing - An adequate number of employees and ~~two~~ day-time porters(where applicable) The quantity of labor hours and supervision assigned to the facility to successfully complete the work. The Contractor=s proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.

b. Process - Contractor=s plan to perform the services required in the Custodial Services Performance Specifications. The systems, procedures and forms used by Contractor to monitor the quality of custodial services.

c. Turnaround cleaning services – Contractor's plan to provide immediate, corrective, detailed cleaning of the entire facility for purposes of making an immediate and noticeable impact upon cleanliness and presentation aspects of the facility. These services are to be included in the contractor's bid price per square foot. The contractor shall state both time and performance aspects of this item in their Cleaning Plan.

d. Construction cleaning – Contractor's capabilities, experience, staff, track record, etc., for follow-up to periodic construction work areas.

e. Emergency Services – Contractor's strategy, qualifications, methods, responsiveness and effectiveness to periodic emergency needs.

At its option, the County may total the points from Part A only and forego the Final Bid Criteria appearing in Part B, and use those sub-part scores as basis for making its recommendations for bid awards.
Sub-total 75 Points (Maximum)

B. Final Bid Criteria - 25 points (optional)

1. Presentation - 25 points:

Interviews - Following the evaluation of the items listed above, the County has the option to interview the top three to five bidders in any of the bid groups having the highest subtotals. Bidders shall include a detailed presentation of the Operation and Maintenance plan of the company as a minimum and may present any information that the bidder deems important to display their product and promote their businesses. The bidders shall also respond to any questions as asked by County staff. As a part of the interview or separately if interviews not completed, the bidder must provide representative samples of toilet paper, hand towels, toilet seat cover, hand sanitizer and hand soap that can be left with the County for evaluation.

If Part B is used, the points from Part A & B shall be combined to produce a vendor's final bid score. These scores shall then be ranked in order by each of the bid groups or pairings thereof. Staff may select the individual or paired bid groups that impart the overall lowest cost onto the County from this final short-list of vendors.

Total 100 Points (maximum)

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled**. The website addresses follow:

Addenda: http://www.leoncountyfl.gov/procurementconnect/

Public Meetings: http://www.leoncountyfl.gov/procurementconnect/

Table 1 - Schedule of Events	
Date and Time (all eastern time)	**Event**
February 12, 2015	**Release of the ITB**
February 25, 2015 at 10:00 a.m.	**MANDATORY PRE-BID MEETING:** Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

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Not later than: February 27, 2015 at 5:00 p.m.	**QUESTIONS/INQUIRIES DEADLINE:** Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: March 10, 2015 at 2:00 p.m.	**BID SUBMISSION DUE DATE/OPENING OF RESPONSE:** Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person=s representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any

employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

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

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: http://www.leoncountyfl.gov/procurementconnect/. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/ for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County

Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: http://www.leoncountyfl.gov/procurementconnect/ by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

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

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

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AAFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.

2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:

   a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.

c. Provide increased levels of information and assistance available to MBE=s and WBEs.

d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE=s, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed $20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed $250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed $250,000 in value, the County may give preference to local businesses in the following manner:

a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business , then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business=s bid was not greater than 110% of the lowest responsive and responsible bid amount.

b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County=s satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term Atrade contractor@ shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders= attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

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

a. General Liability: $1,000,000 combined single limit 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.

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, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor=s insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor=s insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer=s liability.

b. All Coverages

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

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best=s rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

AGREEMENT:

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

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

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

PURCHASES BY OTHER PUBLIC AGENCIES:

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

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached AIDENTICAL TIE BID@ form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)_____, which is located in Tallahassee, Florida. "

TIME

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2016. After the initial period, at the discretion of the County, the contract may be extended for no more than four (4) additional (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 period.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases.

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

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

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

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

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

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

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

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.

2. Failure to update the information on file including address, product, service or business descriptions.

3. Failure to perform according to contract provisions.

4. Conviction in a court of law of any criminal offense in connection with the conduct of business.

5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing

activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list **and any other items required by any section of this invitation for bids**. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____ Completed Bid Response Sheet with Manual Signature
_____ Affidavit Immigration Laws
_____ Identical Tie Bid Statement
_____ Insurance Certification Form
_____ Certification/Debarment Form
_____ Applicable Licenses/Registrations

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Mary Ann Lindley
Chairman

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

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : _____

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Mary Ann Lindley
Chairman

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

Nelsonic Inc
(Firm Name)

BY Pat Nelson
(Authorized Representative)

Patrick Nelson
(Printed or Typed Name)

ADDRESS 441 FAMU way
Tallahassee, FL

EMAIL ADDRESS nelsonicinc@yahoo.com

TELEPHONE 850-391-9096

FAX 850-391-9098

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated PN Initials

Addendum #2 dated PN Initials

Addendum #3 dated PN Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : No Bid

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : $22,849.32 @.0985/sq ft.

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : $15,902.58 @ .1065/sq ft.

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : $14,342.65 @.2150/ sq ft

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : $10,080.90 @.1195/ sq ft.

Custodial Services Coun
Wide, Continuing Servic

RECEIVED
2014 MAR 10 AM 11:54
PURCHASING DIVISION
LEON COUNTY

Nelsonic In

441 FAMU Way
Tallahassee, Fl 32301

Phone:850.391.9096

Fax: 850.391.9098

Bid No: BC-03-10-15-13

3/10/2015

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Tab 1: Current and Past Project References

Nelsonic Inc. has been one of your premier 24 hour service-oriented janitorial and building maintenance companies to service all of North Florida. Our staff and management team has over 65 years of combined building maintenance experience. Nelsonic has extensive knowledge and ongoing partnerships with Leon County, Florida State University, Florida A&M University, North Florida Community College, Madison County Facilities, and Fringe Benefits Company. It is our stance that Nelsonic has the knowledge, skills and proven abilities to maintain Leon counties facilities. We have a highly trained management and staff that are dependable, reliable and responsive. Since 2006, Nelsonic has provided outstanding custodial services and lawn care services to North Florida Community College located in Madison, Florida. This beautiful 50 acre campus has over 220,000 sq ft to include a library, student center, gymnasium, nursing/biology department, classrooms, auditorium and administrative offices. North Florida Community College has over 120 staff members and an enrollment of 3,700 students. The scope of this contract involves level two staffing and hiring. Our staff currently includes, 1 general manager, 2 managers, 2 day-porters and 8 night staff to complete all the duties listed in the scope of this contract. Our reputation and attention to details has led to our expansion in Madison County. For the past 3 years, Nelsonic has provided services to the Madison County Court House, Governmental Annex Office Complex, Waste Management Division and Community Outreach Buildings. The scope of this contract involves level two screening and hiring of all cleaning staff. The operation management for this contract includes 1 general manager, 2 day- porters and 4 night staff.

We also have a proven track record in Leon County with annual and seasonal contracts with Leon County Facilities Florida State University, Florida A&M University and Fringe Benefits company. Since 2006, Nelsonic has provided janitorial services to the WFSU television and radio station, and FSU film school. The operational and management plan for these two locations requires 1 manager and 4-6 night staff to complete all duties listed under the scope of these contracts.

For the past 8 years, Nelsonic holds annual and seasonal contracts with Florida A&M University facilities department, housing department and athletic department. The scope of this contract include daily janitorial services, seasonal housing

needs: including carpet cleaning, stripping and waxing. Nelsonic believes that no job is too big or too small for us to handle. Our mission is to simply offer an affordable solution and approach that is straight forward and customized to meet all our client's needs. We ask that you challenge us with this opportunity. (See additional reference listings of Nelsonic, qualifications and similar services).

Tab 2: Key Personnel and Management Experience

Chief Executive Officer

- *Patrick Nelson* - Founder and CEO; 19 years of janitorial experience in commercial , residential cleaning, building maintenance, and floor services

Vice President

- *Bria Nelson* – 10 years of janitorial experience; Administrative responsibilities; Site management training; Personnel recruitment and hiring

General Managers

- *Julian Green* – 5 years of janitorial and management experience; General site manager and quality assurance manager of the Central Florida Area; Oversees contractual obligations; Reviews managers quality assurance reports; Facilitates special cleaning and corrective procedures
- *Gerald Nelson* – Site evaluation and quality assurance consultant; Personnel training; Supply, repair and equipment liaison; 30 years experience with machine and building maintenance and repairs

Managers

- *Cory Strawter* -10 years of management experience; Supervising and training staff; Night quality assurance manager
- *Cassandra Sims* -15 years of janitorial experience; Supervising and training new staff
- *Mike Walker*-10 years of janitorial experience, 5 years of management experience; Execution of daily contractual scope
- *Kenny Donaldson*- 10 years of management, 5 years of janitorial experience; Product distribution manager, Quality Assurance Specialist
- *Jonkyra Jones*- 5 years contract management, personnel development , Office manager

Tab 3: Cleaning Plan

A. *Night Office Cleaning*- All night offices listed under the scope of this contract will undergo a deep cleaning to make an immediate and noticeable impact. Once the initial deep cleaning is completed and approved by the facility director, our management team will develop a master schedule outlining the next date of service. This master schedule will be given to the site director monthly with a detailed summary of the quality assurance check list(s) and the nightly inspection forms. The handling of these quality assurance forms will be managed by the office manager and general manager.

B. *Common Area Cleaning* - All common areas listed under the scope of this contract will undergo a deep cleaning to make an immediate and noticeable impact. It is our goal to formulate an action plan that will give special priority to high traffic areas and problems areas. The day porter will clean all common areas, restock and clean rest rooms, and perform emergency cleaning and any other duties that do not interfere with the normal flow of business. The common areas in all other locations will be cleaned by the night staff.

C. *Hard Floor Maintenance* - Within the first 60 – 90 days, Nelsonic will perform a detailed floor cleaning and establish a flooring crew to focus on carpet, tile floors and all other hard surfaces, including buffing and waxing. To ensure quality control, a check list will be formulated and updated daily by the site supervisor.

D. *Carpet Maintenance* – All carpet maintenance will be cleaned according to the scope of the contract. Prior to commencing carpet cleaning, Nelsonic will alert staff of areas to be serviced to ensure proper drying techniques and the safety of employees.

E. *Restroom Cleaning* - During the initial detailed cleaning, all restrooms and tile floors will be deep cleaned with an approved, aggressive green seal bathroom and tile restoration cleaner. Once this is accomplished, Nelsonic Inc.,

will formulate an action plan that will correlate with the list of duties and frequencies listed in the scope of this contract.

F. *Day Custodial Cleaning*– Aside from the Main Library, any day custodial cleaning (i.e., special cleaning, detailed cleaning, or hard surface cleaning) will be scheduled by the general manager or supervisor.

G. *Recycling* - Nelsonic is committed to maintaining environment-friendly practices. Chemicals used in all buildings will be non-toxic and biodegradable. All recycling measures and GO GREEN efforts outlined in this contract will be managed by the day porters or the site manager at each location.

H. *(Deep) Carpet Cleaning* - Within the first 60 – 90 days, Nelsonic will perform a detailed floor cleaning and establish a flooring crew to focus on carpet, tile floors and all other hard surfaces, including buffing and waxing. To ensure quality control, a check list will be formulated and updated daily by the site supervisor.

I. *Window and Blind/ Dusting* - All windows and blinds listed under the scope of this contract will undergo a thorough cleaning to make an immediate and noticeable impact. After the initial detailed cleaning, a quality assurance check list will be formulated and updated daily by the general manager and logged. For the duration of the contract, dusting and window blind cleaning will be completed by the day porter and night staff.

J. *Dusting Cleaning* - All building will undergo a thorough dusting to make an immediate and noticeable impact. After the initial detailed dusting, a quality assurance check list will be formulated and updated daily by the general manager and logged. For the duration of the contract, dusting will be completed by the day porter and night staff.

K. *Special Cleaning* - All special cleaning will be arranged by the general manager and the site director. In the event that these services require additional cost, the vender will provide in writing to the site director the cost associated before services are rendered.

Tab 4: Staffing Plans & Policies

A. Employee Training

Nelsonic's training and evaluation consists of a 60-day evaluation period. New hires will work under the close supervision of a manager to ensure that all new staff members understands the scope of the contract, learns Nelsonic practices and procedure and application of all cleaning products. Nelsonic trains and evaluates each staff member on a quarterly basis and allows a site manager or designated facility representative to provide feedback on the areas that have been challenging in the past and to evaluate our progress as it relates to the scope of the contract.

Nelsonic takes a strong stance against the spread of infectious diseases. All employees are routinely trained on how to properly dispose of hazardous materials, including blood pathogens and bodily fluids. Additionally, each designated work area is stocked with Material Safety Data Sheets (MSDS) to ensure proper administration and handling of chemicals.

B. Standards of Conduct

In order to uphold the integrity and reputation of the company, it is in the best interest of Nelsonic to incorporate a zero tolerance policy in any instance of misconduct by any person employed by the company. During the recruitment process, Nelsonic screens all employees, including general managers and staff. All persons associated with Nelsonic are given an employee handbook outlining company standards as well as the company's zero tolerance policy on improper dress, non-acceptable work conduct, sexual harassment, work ethics, and other rules and procedures. The employee handbook and code of conduct expectations are reviewed annually by all employees to reinforce Nelsonic zero-tolerance stance. To protect our clients and our worker's safety, Nelsonic provides routine training on workplace safety, including proper ways to lift, climb ladders, and uniform attire.

Tab 5: Operations & Management Policies

A. Performance Standards

Nelsonic will maintain Leon County facilities based on Association Physical Plant Administrators (APPA) standards. Over the last 5 years, the APPA standards has assisted Nelsonic and proven vital in project design and facility management, these standards keeps Nelsonic abreast of trends in the field and how to enhance performance and grow professionally.

Nelsonic will provide a management teams that strive for continuing professional development who will go beyond compliance and strive to exceed expectations, innovative training program that promotes team work with-in our the staff and Leon Count facilities, enhanced facility research and practices that promotes safety, cost saving methods and a facility quality performance tracking program that will address the Custodial needs of Leon County. Nelsonic believes the above summation of standards, professional codes and practices will be the frame work that impacts the level of services at the highest level.

B. Quality Control Procedures

Nelsonic prides itself on formulating an aggressive communication plan. General Managers and supervisors are equipped with Smart-phones with internet access to ensure immediate communication and correspondence between all parties and designated facilities director.

C. Quality Assurance Forms

To ensure all requirements of the contract are met, Nelsonic will establish a complete quality control program to include:

I. A Performance tracking program that assures the scope and bench marks of the contract are completed.

II. A method of identifying and recording deficiencies in the quality of services performed.

III. Corrective Action/ Employee Training

IV. Employee conduct

IV. Weekly meeting with Facility director

To maintain adequate progress, the general manager or shift supervisor is required to complete the Performance Tracking inspection sheet daily (See attachment I). During the tenure of this contract, nightly inspection checklists will be completed by the supervisors and reviewed by the general manager bi-weekly to ensure that all quality standards are being met and maintained. It is the responsibility of the General Manager (GM) to ensure the quality assurance measures are properly administered and that all duties outlined in the scope of this contract are upheld. The general managers will also use the log form to indicate discrepancies from routine work, equipment conditions, and any incidents that should be reported (See attachment II Daily Log Form). General Managers will also conduct routine meetings with the site manager at the beginning of each work-week to address any quality issues, special projects, workplace conduct, or personnel concerns.

D. Corrective Procedures

Based on our experience, we know that with the proper management team and staff the job can and will get done. In the event of corrective procedure, all issues will be handled with urgent care. Small, new corrective cleaning assignments will be addressed immediately by the on-site supervisor and/or day porter. Large corrections will be immediately handled to bring the facility to normal operation and functionality. Additional services required to resolve large corrections will be performed after hours in an effort to not disrupt business as usual at the facility. Additionally, Nelsonic will provide a designated site representative with list of all on-call staff and supervisors that will respond to an emergency within 24 - 36 hours. At Nelsonic our daily goal will be to honor our mission statement and to be thorough from start to finish.

E. Emergency Services, Construction Cleaning

We know that our cleaning schedule must remain flexible and will change from time to time. In the event of special or unusual conditions, Nelsonic will provide additional janitorial services not covered under the scope of the contract. The

cost of these services will be negotiated and billed once the services have been rendered. All work orders will be given directly to the general manager to be place on the master schedule for additional services. 24 hours prior to the event all cost and man hours must have all required signature of all parties involved.

F. EQUIPMENT AND SUPPLIES LIST

Equipment to be used for this contract (such as floor machines, vacuum cleaners, carpet extractors and carpet dryers) and kept on account.

Number	Description	Manufacturer	Size/Capacity
20-30	Vacuum Cleaners	Sanitaire/Advanced	15-17"
15	Vacuum Cleaners	Advanced Backpack	15-17"
5	Portable Carpet Cleaners	Advanced	17" cleaning capacity
10	Floor Scrubbers	Advanced	20"
5	Walk-Behind Floor Scrubbers	Advanced	20-26"
4	Truck Mounted Carpet Vans	Butler Systems	
10	Carpet Dryers	Tornado	

Group 2

The Government Annex Buildings (BOA), Public Safety Complex, Welcome Center

Government Annex Buildings (BOA)

It is our goal to formulate an action plan that will give special priority to high traffic areas and problems areas within the first 60 to 90 days, all monthly, quarterly and semi-annual duties will be completed. Once the initial deep cleaning is completed and approved by the facility director, our management team will develop a master schedule outlining the next date of service. This master schedule will be given to the site director monthly with a detailed summary of the quality assurance check list(s) and the nightly inspection forms generated by the general manager. The cleaning plan for the Government Annex Building , one manager , one(1) day porter and 8-10 night staff that will complete all of the listed duties under the scope of this contract.

Public Safety Complex

For the past two years, Nelsonic provided a customized service to this new facility. Our cleaning plan consisted of two (2) managers, two (2) day porters, and 4-6 night staff to complete duties listed under the scope of this contract. Our management team has developed a master schedule that includes day porter duties, carpet care, quality assurance check list, and night staff check list. We believe this 24 hour facility needs constant attention. Our management team for this location has over 20 years of cleaning experience that is a reflection of our commitment to this high profiled building. (See day-porter checklist).

Welcome Center

Our cleaning plan consisted of two (2) staff member that will clean this entire facility and perform all daily, weekly, monthly and annual duties listed in the scope of this contract.

Group 3

Main library, B.L Perry, Eastside, Ft. Braden, Lake Jackson, Northeast, Woodville Library, and Tax collectors Lake Jackson

Nelsonic has provided services to the Leon County Libraries for the past 5 years. During this time we expanded the day porter services to the Main Library, B.L. Perry and Eastside Library. It is our stance that our partnership with all our clients must be flexible to ensure that the maximum amount of coverage for the different locations. In our society today the local libraries are more than a place to research and find books. The local libraries serve as meeting place for the public, leisure and educational resource center for the community and office space for a small business that provides outreach programs such as tutoring and self help groups and much more. Therefore, Nelsonic firmly believes that a cleaning plan for the Leon County Libraries must include expanded coverage that will be cost effective for both parties, safe to the public and a professional service that is able to manage emergencies without disturbing the public use of the facility.

Main Library

Our cleaning plan for the main library will include (1) full time day porter, (1) mid shift day porter, (1) weekend porter and a (6-8) night staff that will service the entire facility nightly. This plan will give this location full custodial service from open to close.

The full time day porter shift will begin at 9:30-6. They will be required to restock and clean all restrooms, perform emergency cleaning and ensure that the library tables, chairs, computes and meeting rooms are cleaned and disinfected throughout the day. See attachment (Day porter duties).

The mid-shift day porter will be 6 pm- close. This unique position was an added position that was introduce by Nelsonic. The management staff at this location expressed a need for services that extended during the evening hours. This additional position has been cost effective for both parties, safe to the public, and we were able to manage

emergencies without disturbing the public use of the facility and provide additional cleaning to the administrative and employees areas that closed at 6pm.

The Weekend day porter shift will be from open to close .It has been our experience that this additional position will prove cost effective for both parties and safe to the public. Our staff will be required to restock and clean all restrooms, perform emergency cleaning and ensure that the library tables, chairs, computes and meeting rooms are cleaned and disinfected throughout the day. See attachment (Day porter duties)

Night staff will deep clean the entire facility and perform all daily, weekly, monthly and annual duties listed in the scope of this contract.

Branch Libraries

Eastside, Lake Jackson, B L. Perry North east Library, and Tax Collectors

Our cleaning plan will include one manager, one roaming day porter and 4-6 night staff.

The Roaming day porter-Based on our past experience we believe this new position will improve our overall service to the individual branch. The roaming day porter will provide daily services from 1pm to 6pm Tuesday- Friday to the branch libraries listed in the above caption. Nelsonic will provide 1 hour of daily service to each of these locations. During this time our staff will perform quality check to the each location, restock and clean all restrooms, perform any emergency cleaning and ensure that the library tables, chairs, computers and meeting rooms are cleaned and disinfected and act as a liaison to the individual branch manager.

Management team/Night staff- This team will consist of 1 manager and 2-4 staff members that will clean the entire facility and perform all daily, weekly, monthly and annual duties listed in the scope of this contract.

Woodville, and Fort Braden Library

The cleaning plan for these locations will include (1) manager and 2-4 staff members that will clean the entire facility and perform all daily, weekly, monthly and annual duties listed in the scope of this contract.

Group 4

Robert Stevens Clinic, Southside Clinic, Main Health Clinic, Amtrak Clinic, and Community Service Buildings/UV Trailer

All Facilities

Nelsonic has provided services to the Leon County Clinical Facilities for the past 3 years. It is our stance that our partnership with our clients must be flexible to ensure that the maximum amount of coverage for the different locations. Our cleaning plan for the Leon county clinics will include a day-porter to Robert Stevens Clinic, Southside Clinic, and Main Health Departments to meet the daily needs of the facility without disturbing the daily procedures of business.

Nelsonic will introduce a roaming day-porter at the UA Trailer and Community services building to perform quality checks to the each location, restock and clean all restrooms, perform any emergency cleaning and ensure that the facility tables, chairs, meeting rooms, common areas are cleaned and disinfected and act as a liaison to facility management staff at each location.

Floor Team/Night staff- This team will consist of 1 manager and 2-4 staff members that will clean the entire facility and perform all daily, weekly, monthly and annual duties listed in the scope of this contract. The Floor team will be managed by the general manager, who will coordinate all floors projects, emergency cleaning, carpet care and annual stripping and waxing.

Group 5

Ag Center, Amtrak Station Building, elections Voting Center& Warehouse, Facilities Management office/Bays, Public Works Building, Purchasing/MBE/Sign Shop, Solid Waste Facility 4, Traffic Court, Transfer Station, Truck shed Office/Bathroom

All Facilities

Nelsonic has provided services to the Leon County General Services Facilities for one year. During our first year our teams install Jr. Jumbo toilet paper dispensers and hard wound rolls to many of these facilities because they did not receive daily services. Our customized cleaning plan would involve 1 project manager, 2 manager and 8-10 night staff members that will clean the entire facilities and perform all daily, weekly, monthly and annual duties listed in the scope of this contract. The project manager that will be assigned to this group will inspect the building daily to ensure that all duties listed in the scope of this contract is completed and perform quality assurance check and coordinate all carpet care and hard floor schedule

Floor Team/Night staff- The night staff will consist of 1 manager and 2-4 staff members that will clean the entire facility and perform all daily, weekly, monthly and annual duties listed in the scope of this contract. The Floor team will be managed by the general manager, who will coordinate all floors projects, emergency cleaning, carpet care and annual stripping and waxing.

North Florida Community College

Location: Madison, Florida

Approx Sq. ft- 230,000

Start date July 1, 2007 to present

Cleaning times Mon - Sat

Duties include providing a full custodial service and building maintenance for the 50 acre campus of North Florida Community College. The campus consists of 38 building, general classroom, administrative offices, student center, and auditorium, gymnasium and executive service center. Duties include clean all offices, lounge area and restrooms. Restock all paper products and hand soaps in all designated areas. Empty and clean all trash receptacles and replace liners, vacuum all carpet, sweep and mop all floors, dust all common areas, windows ceils, light fixtures and lock and secure building nightly. Quarterly scrub and recoat all tile floors, Semi- Annually pressure wash all 38 building and main sidewalks, Steam cleaned carpet two times per year, Pressure all exterior building Yearly strip and wax tile floors.

- *Contact: W.H. "B" Hunter, Executive Director Human Resources, (850) 973-9448*

Florida State University - WFSU/TV

Location: Tallahassee, Florida

Approx. sq. -ft 50,000

Start Date Jan. 2006 to present

Monday- Friday

Duties include clean all offices, lounge area and restrooms. Restock all paper products and hand soaps in all designated areas. Empty and clean all trash receptacles and replace liners, vacuum all carpet, sweep and mop all floors, dust all common areas, windows ceils, light fixtures and lock and secure building nightly. Quarterly scrub and recoat all tile floors. Steam cleaned carpet two times per year. Yearly strip and wax tile floors.

- *Contact: Roberta Williams, Facilities Director, (850) 644-7642*

Leon County Libraries

Location: Tallahassee, Florida

Total Approx Sq. ft – 158,587

State date March 1, 2011 to present / Sunday - Saturday

Duties include providing 1 day porter, 2 supervisors, and 6-10 evening staff workers. The Main Library requires 1 day porter from 9am until 6pm to facilitate cleanliness without disrupting normal Library functions and business. Day porter duties include cleaning and restocking 12 restrooms, emptying trash, maintaining main lobby, and responding to cleaning emergencies or unexpected events. The evening staff shift begins after the libraries are closed. Evening staff are responsible for the cleanliness of Leroy Collins Library, BL Perry Library, Northeast Library, Fort Bradenton Library, and Lake Jackson Library. Duties include cleaning all offices, lounge area and restrooms. Restock all paper products and hand soaps in all designated areas. Empty and clean all trash receptacles and replace liners, vacuum all carpet, sweep and mop all floors, dust all common areas, windows ceils, light fixtures and lock and secure building nightly.

Monthly scrub and recoat all tile floors. Steam cleaned carpet. Annual strip and wax tile floors.

- *Contact: Ms. Shelley Cason, Facilities Operations Manager, (850)606-5012, Casons@leoncountyfl.gov*

Leon County Health Departments

Location: Tallahassee, Florida

Total Approx Sq. ft – 58,700

State date September 2011- Present

Duties include providing 1 supervisor, 3 fulltime day porters at each location and 6-8 evening staff workers. Duties include cleaning and restocking restrooms, emptying trash, maintaining main lobby, and responding to cleaning emergencies or unexpected events. Evening staff are responsible for the cleaning of South side Clinic, Old Bainbridge Clinic, and Municipal Way. Duties include deep cleaning of all offices, lounge area and restrooms. Restock all paper products and

hand soaps in all designated areas. Empty and clean all trash receptacles and replace liners, vacuum all carpet, sweep and mop all floors, dust all common areas, windows ceils, light fixtures and lock and secure building nightly.
Monthly scrub and recoat all tile floors. Steam cleaned carpet. Annual strip and wax tile floors.

- *Contact: Holly Kirsch, Manager of the Leon county Health Departments, (850) 606-8229*

FBMC Benefits Management

Location- Tallahassee, Florida

Approx. Sq. ft 60,000

January 1, 2012 to present

Duties include a mid Day porter to clean and restock all rest rooms, emptied all trash receptacles and replaced liners, and handle any emergency or work orders during business hours as well as a night staff to swept, mopped, buffed, waxed all tile floors, vacuumed carpet areas, dusted common areas, window ceils, mirrors, glass doors in all offices, conference rooms and locked and secured all exiting building doors, and interior offices .
Quarterly- steamed all carpet areas and scrubbed and recoated all tile in offices and classrooms.
Yearly- services included stripped and waxed all tile floors and cleaned all exterior windows.

- Contact: Dalton Lewand , Facilities Management Team Leader , (850) 425-6200

Florida A&M University (Perry Paige)

Location- Tallahassee, Florida

Approx. Sq. ft 70,000

August 2013 to Present

Duties included cleaned and restocked all rest rooms, emptied all trash receptacles and replaced liners, swept, mopped, buffed, waxed all tile floors, vacuumed carpet areas, dusted common areas, window ceils, mirrors, glass doors in all offices, classrooms and locked and secured all exiting building doors, interior offices and classrooms.

Quarterly- steamed all carpet areas and scrubbed and recoated all tile in offices and classrooms.

Yearly- services included stripped and waxed all tile floors and cleaned all exterior windows.

- *Contact: Mr. Mike Smith, Director of Auxiliary Services at Florida A&M University, (850) 321-0778*

Tab :8 Attachments

1. Day-porter Detailed Checklist
2. Night staff Checklist
3. Daily Report Log
4. Quality Evaluation Form
5. Performance Tracking Assessment

DAYPORTER's DAILY ROUTINE/DETAIL CHECK LIST

Main duties (Hot Spots)

Maintain ALL restrooms [stocked, cleaned, remain in working order]

Maintain ALL elevators [clean, free of debris]

1ST FLOOR-main entrance[glass(in/out), window seals (in), payphones], auto glass doors, security walk thru, all wood at entrance, long hallway [windows ,pictures, window seals], outside handicap elevator, gift shop area

2nd FLOOR- glass [in/out], window, window seals, security walk thru, pledge all wood

Basement- loading zone free of debris, all spider web gone,

Day	Duties	Initials		Comments
MONDAY	Clean stalls in all restrooms (RR)			
	Clean all doors & door frames(include metal hydraulic closer)			
	Clean baseboards in all RR			
	Dust all vents (ceiling &doors) from debris			
	Dust stairwells and landing(fire extinguishers)			
TUESDAY	Dust all window seals, frames and bases(1st)			
	Dust window seals, frames and based (2nd)			
	Dust all horizontals on outside walls (1st &2nd)			
	Dust all wood on staircase (1st-3rd)			
	Dust white area on stairwells (1st-3rd)			
WEDNESDAY	Complete Monday's RR duties(vents/stall/base)			
	Dust window seals in offices (basement &3rd)			
	Dust vents in offices (basement &3rd)			
	Dust baseboards in offices (basement&3rd)			
	Dust blinds in offices (basement&3rd)			
	Dust doors frames in offices (basement&3rd)			
THURSDAY	Complete dusting duties from Tuesday			
	Dust artifacts, picture in employee lounge (EL)			
	Clean all tables, tables bases, chair legs in EL			
	Wipe clean trashcans in common areas			
FRIDAY	Complete RR duties from Wednesday			
	Complete other tasked missed during the week			
	Dust stairwells and landings			
REPORT NEEDED REPAIRS,& CONCERNS THAT CAN'T BE COMPLETED DURING THE DAY [stains, broken fixtures]				

Nightly Staff Checklist

ASSIGNMENT	EMPLOYEE INITIALS				
	M	T	W	TH	FR
LOBBY					
High & Low Dusting(if needed)					
Empty Trash and replace Bag- wipe inside & outside of cans					
Baseboards(once a week)					
Glass Clean Entrance Doors & Frames					
Glass Clean Display Case					
Sanitize Water Fountain					
Wipe all ledges dust free(if needed)					
Clean and Organize Magazine Racks(once a week)					
Check hand sanitizer- replace if needs to be refilled					
RESTROOMS- WOMEN & MEN					
Empty Trash and replace Bag					
Refill Soap Dispensers, Paper Products(if needed)					
Empty Feminine Trash & replace bag					
Wipe Clean Each sides of Stall Partitions					
Clean Toilet & all sides					
Wipe tops of stalls dust free					
Clean Sinks					
Glass Clean Mirrors					
Polish all stainless steel					
Vents & Light Fixtures					
OFFICE AREAS					
Empty Trash and replace Bag					
Glass Windows					
Clean computer and behind					
Desk / Counters / File Cabinets					
Blinds					
Baseboards					
Above Door and around trim					
Light Switch Plate- clean free of finger prints					
Vacuum Carpets					
EMPLOYEE KITCHEN AREA					
Empty Trash and replace Bag					
Blinds					
High / Low Dusting					
Clean Sinks					
Wipe Countertops clean					
Polish all stainless steel					
Vents & Light Fixtures					
Wipe Clean Tables					
Wipe Refrigerator clean of finger prints					
Clean Walls- ensure free of dirt and finger prints					
Glass Clean Entrance Doors & Frames					
Refill Soap Dispensers, Paper Products					
Wipe all ledges dust free					
CIRCULATION DESK					
Low Dusting / High Dusting (bookshelf tops, behind computers, printers)					
Wipe down table tops					
Desk / Counters / File Cabinets					
Empty Trash and replace Bag- wipe outside of cans					
Baseboards					
Dust Mop (under desk area)					
Wipe clean light switch					
Check for spider webs behind desk and on walls					
Dust empty shelving					
COMPUTER LAB AREA					
Inside all Glass windows					
Baseboards					
Window Ledges inside and out					
Wipe down table tops					

Low Dusting / High Dusting (bookshelf tops, behind computers, printers)					
Empty Trash and replace Bag- wipe outside of cans					
Desk / Counters / File Cabinets					
Check for spider webs behind desk and on walls					
Blinds					
Wood Polish Chairs					
Wipe Chairs Clean					
Pick up any receipt printings					
Dust Mop & Mop					
TUTOR ROOMS					
Inside and out all Glass windows					
Baseboards					
Window Ledges inside and out					
Wipe down table tops					
Low Dusting / High Dusting (bookshelf tops, behind computers, printers)					
Empty Trash and replace Bag					
Desk / Counters / File Cabinets					
Check for spider webs behind desk and on walls					
Blinds					
Wood Polish Chairs					
Wipe Chairs Clean					
Pick up any receipt printings					
Dust Mop & Mop					
Light Switch Plate- clean free of finger prints					
EMPLOYEE RESTROOM					
Empty Trash and replace Bag					
Refill Soap Dispensers, Paper Products					
Empty Feminine Trash & replace bag					
Wipe Clean Each sides of Stall					
Clean Toilet & all sides					
Clean Sinks					
Glass Clean Mirrors					
Polish all stainless steel					
High / Low dusting					
Vents					
Dust Sweep & Mop					
Light Switch Plate- clean free of finger prints					

_____

Supervisor Signature

DAILY REPORT LOG FORM

Employee Names	Time In	Time Out	Badge ID #

Today's Date: _____ Building: _____

Discrepancies from Routine Work:

Property or Equipment not Serviceable or Operating Condition:

Note any Damage, Vandalism, and Broken Windows, Graffiti (Please note location and description):

Problems / Complaints / Resolutions (Please give summary of incident below:

All Security badges verified and returned (List any broken, lost badges):

_____ Supervisor Signature

Quality Evaluation

Restrooms	Initials	Comments
Floor/Grout		
Baseboards		
Walls/grout		
window frames and sills		
Toilets and urinals		
Sinks/faucets/pipes/mirrors		
Towel dispensers		
Waste receptacles		
Counter/baby changing station		
Soap dispensers		
Tissue paper holders		
Stalls		
Vents		
Doors and frames		
Office area		
Odor		
Floor/carpet		
Baseboards/walls		
Window frames and sills		
Blinds/ vents		
Desk/counter/file cabinets		
Low dusting		
High dusting		
Waste receptacles		
Public Areas		
Light fixtures		
Door entrances		
Entrance litters		
Elevator tracks		
Drinking fountain		
Stairwells and landings		
Loading Zones litter		
Service Closets		
Supply and Equipment		
Mop		

Signatures _____ _____

Nelsonic Inc

Program Tracking Inspection

Date Inspected:	Rating Scale
Building Inspected:	1= Needs immediate attention
Inspected by:	2=Needs attention
	3= Satisfactory

Items Inspected	**Rating (1-3)**	**Items Inspected**	**Rating (1-3)**
Restrooms		**Public Areas**	
Floors/Grout/Drains		Entrances/Glass Door	
Baseboards/ Molding		Entrance Litter	
Walls/ Grout/Stalls		Elevators Floors and Tracks	
Toilet/Urinals		Directories	
Sinks/ Faucets/Pipes		Drinking Fountains	
Mirrors		Stairwells and landings	
Paper/ Soap Dispenser		Trash Receptacles	
Paper Products		Floors/ Carpet	
Waster/ Sanitary Receptacles		Dusting	
Counter/ Baby Station		Windows	
Doors/ Frames		**Total Points:**	**/30**
Total Points:	**/42**		
Office Area		**Break Rooms**	
Floors/ Carpets		Sinks/ Faucets/pipes	
Desks/Counter/ File		Tables/Counters	
Dusting		Floors/ Carpets	
Waste Receptacles		Door Frames	
Sinks/ Faucets/ Pipes		Dusting	
Total Points:	**/27**	Trash Receptacles	
		Paper Towel Holders	
Service Closets		Baseboard moldings	
Supplies & Equipment		**Total Points:**	**/27**
Mops/ Vacuums			
Cleanliness			
Total Points:	**/15**		

Comments_____

Tab 9: Certificates and Licenses

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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 (AINA@).

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: Nelsonic Inc

Signature: Pat Nelson Title: Owner

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 10th day of March, 2015

Personally known ✓ Benetta
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of Florida

_____ My commission expires: BENETTA B. DAVIS MY COMMISSION # EE 869425 EXPIRES: May 17, 2017 Bonded Thru Notary Public Underwriters
(Type of identification)

Printed, typed, or stamped commissioned name of notary

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

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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: Pat Nelson

Title: Owner

Firm: Nelsonic Inc

Address: 441 FAMU Way Tall FL 32311

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____This firm complies fully with the above requirements.

✓ This firm does not have a drug free work place program at this time.

Bidder's Signature

Owner
Title

3/10/15
Date

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

INSURANCE CERTIFICATION FORM

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

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

9 YES 9 NO

Commercial General Liability:	Indicate Best Rating:	✓
	Indicate Best Financial Classification:	✓
Business Auto:	Indicate Best Rating:	✓
	Indicate Best Financial Classification:	✓

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

9 YES 9 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?

9 YES 9 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.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-
General Liability & Automobile Liability

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

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

Please mark the appropriate box:

Coverage is in place 9 Coverage will be placed, without exception 9

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

Name Patrick Nelson
Typed or Printed

Signature Pat Nelson

Date 3/10/15

Title Owner/CEO
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues 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

Owner
Title

Nelsonic Inc
Contractor/Firm

441 FA Mu Way. Tall, FL 32311
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

Patrick Nelson — Signature of Authorized Representative

3/10/15 — Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10th day of March, 20 15
By PATRICK NELSON (Name of officer or agent, title of officer or agent) of NELSONIC (Name of corporation acknowledging)
a FLORIDA (State or place of incorporation) Corporation, on behalf of the corporation. He/she is personally known to me
or has produced _____ as identification.

BENETTA B. DAVIS
MY COMMISSION # EE 869425
EXPIRES: May 17, 2017
Bonded Thru Notary Public Underwriters

Benetta — Signature of Notary

BENETTA B. DAVIS — Print, Type or Stamp Name of Notary

AVP of Lending — Title or Rank

Serial Number, If Any

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Company ID Number: 426124

E-VERIFY

CORPORATE COMPANY

If you have any questions, contact E-Verify at 888-464-4218.

INFORMATION REQUIRED FOR E-VERIFY

Information relating to your Company:

Company Name: **Nelsonic Industries**

Company Facility Address: **2036A Watson Way**
Tallahassee, FL 32308

County or Parish: **LEON**

Information relating to the Corporate Administrator(s) for your Company on policy questions or operational problems:

Name: **Shawnya Hicks**
Telephone Number: **(850) 391 - 9096** Fax Number:
E-mail Address: **shawnyahicks_nelsonicinc@yahoo.com**

Name: **Patrick Nelson**
Telephone Number: **(850) 879 - 7009** Fax Number:
E-mail Address: **nelsonicinc@yahoo.com**

2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: NELSONIC CLEANING SERVICE

Account Number: 79693

Location Address: 441 FAMU WAY
TALLAHASSEE FL 32301

Type Code	Sub Code:	Type Description:
850	h	Service - Miscellaneous

NELSONIC CLEANING SERVICE
PATRICK NELSON

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)

Posted at 11:00 p.m. on June 29, 2015

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Florida Profit Corporation

NELSONIC CLEANING SERVICE, INC.

Filing Information

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Principal Address

2036-A WATSON WAY
TALLAHASSEE FL 32308

Changed 11/26/2007

Mailing Address

2036-A WATSON WAY
TALLAHASSEE FL 32308

Changed 11/26/2007

Registered Agent Name & Address

NELSON, PATRICK
2036-A WATSON WAY
TALLAHASSEE FL 32308 US

Address Changed: 11/26/2007

Officer/Director Detail

Name & Address

Title PRES

NELSON, PATRICK
1239 OAKSEDGE RD
TALLAHASSEE FL 32317

Title V

NELSON, BRIA
2036 A WATSON WAY
TALLAHASSEE FL 32308

Title VP

May 12, 20[illegible]

RE: Nelsonic Industries, Inc Accountant Capability Letter for RFP of Custodial Services
To the Board of County Commissioners:

In providing this letter, I, Danai Chirimumimba do not assume any financial liability or any contractual relationship with any party involved as a result of the information contained herein. I certify only that Nelsonic Industries, Inc. has the financial capability to initiate the Request for Proposal indicated above, should the company wish to do so.

After a review of the company's financials, I can determine that there are no significant indicators of any financial distress. I confirm that Nelsonic Industries, Inc has the financial capability to handle this contract, including meeting payroll and adequately securing supplies and equipment. I confirm on behalf of Nelsonic Industries, Inc. and with the company's authority that Nelsonic Industries, Inc. is a business in good standing, and as of this date has the financial capability and adequate financial resources to perform on a County contract in the near term.

This letter is only a confirmation regarding the current financial ability of Nelsonic Industries, Inc. and shall in no way obligate me or Nelsonic Industries, Inc. beyond the scope and content of this letter.

Danai Chirimumimba
Accountant

DC Accounting & Taxes
8773 West Bellfort Street
Houston, TX 77031
Tel – (713) 774-1853

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	C+L Associates	Nelsonic, Inc.	Contractor's Enterprises
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ 0.073	$ —	$ —
Group 2	$ 0.0749	$ 0.0985	$ 0.07
Group 3	$ 0.109	$ 0.1065	$ 0.07
Group 4	$ 0.15	$ 0.2150	$ 0.07
Group 5	$ 0.135	$ 0.1195	$ —

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Associated Services + Supplies	Tribond	Stockton Maintenance Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ —	$ 0.21	$ 0.0858
Group 2	$ 0.14312	$ 0.21	$ 0.1365
Group 3	$ —	$ 0.21	—
Group 4	$ 0.2416	$ 0.21	—
Group 5	$ —	$ 0.21	—

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Executive Cleaning	USSI	Superior Janitorial Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	No
Base Bid:			
Group 1	$ —	$ 0.093	—
Group 2	—	$ 0.097	$ 1.10
Group 3	$ 0.12	$ 0.105	$ 1.05
Group 4	$ 0.19	$ 0.211	$ 2.35
Group 5	$ 0.092	$ 0.089	$ 1.05

Tabulated By: Shelly Kelley

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and TRIBOND, LLC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County Custodial Services, Group 4, in accordance with: 1) Custodial Services County Wide, Continuing Services, Bid# BC-03-10-15-13 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

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

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

3. PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)__, which is located in Tallahassee, Florida. "

4. TIME:

The Agreement shall be for a period of one (1) year, commencing on July 1, 2015, and shall continue until June 30, 2016. After the initial One (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

5. 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.

6. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:	Shelly Cason
Street Address:	1907 S. Monroe Street
City, State, Zip Code	Tallahassee, FL 32301
Telephone:	850-606-5000
E-mail:	casons@leoncountyfl.gov

B. The Contractor's Project Manager is:

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

C. Proper form for an invoice is:

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

8. 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.

9. INSURANCE

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

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

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

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

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

10. PERMITS

The Contractor shall pay for all necessary permits as required by law.

11. 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.

12. 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.

13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by

the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

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

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

16. TERMINATION

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

17. PUBLIC ENTITY CRIMES STATEMENT

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

18. UNAUTHORIZED ALIEN(S)

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

19. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

20. 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.

21. VENUE

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

22. CONSTRUCTION

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

23. CONFLICTING TERMS AND CONDITIONS

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

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

Exhibit A - Solicitation
Exhibit B - Vendor Response
Exhibit C - Tab Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

TRIBOND, LLC.

By: _____
President or designee

_____
Printed name

Title: _____

Date: _____

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

   Bid No. _____
   Board of County Commissioners
   Leon County Purchasing Division
   1800-3 N. Blair Stone Road
   Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.

3. Bid must contain an original, manual signature of an authorized representative of the company.

4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.

5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.

6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

PURPOSE:

Leon County is seeking the services of qualified vendors for custodial services at the locations specified in Table 1 below and performed in accordance with the attached specifications (Attachment A). The County has a commitment to operating all of its facilities in a sustainable manner which includes utilizing green or environmentally preferred products, as well as recycling.

Table 1

Group 1 - Courthouse	**Address**	**Building Square Footage**	**Cleaning Square Footage**	**Restrooms**
Courthouse	301 S. Monroe St.	295,768	**279,512**	**56**

Group 2 - Class Facilities	**Total Square Footage**	255,793	**228,318**	
Government Annex (BOA)	315 S. Calhoun St.	128,191	122,910	20
Government Annex (BOA) Bldg @	311 S. Calhoun St.	18,202	17,822	10
Welcome Center	106 E. Jefferson St.	9,400	8,250	8
Public Safety Complex	Open 24/7			
Main Bldg	911 Easterwood Dr.	76,000	59,703	8
Logistics - EMS	911 Easterwood Dr.	24,000	19,633	5

Group 3 - Libraries	**Total Square Footage**		**149,320**	
Main Library	200 W. Park Avenue	88,230	78,753	10
BL Perry Branch Library	2817 S. Adams St.	16,066	15,694	4
Eastside Branch Library	1583 Pedrick Rd.	13,419	12,000	6
Ft. Braden Branch Library	16327 Blountstown Hwy	5,660	5,288	4
Lake Jackson Branch Library	3840 N. Monroe St. Suite 300	12,372	12,000	4
NE Branch Library	5513 Thomasville Rd.	19,000	18,789	4
Tax Collectors Lake Jackson	3840 N. Monroe St. Suite 103	4,796	4,796	2
Woodville Branch Library	1492 J. Lewis Hall Sr. Rd.	2,000	2,000	4

Group 4 - Clinical Facilities	**Total Square Footage**		**66,710**	
Health Depts.				
Robert Stevens Clinic	1515 Old Bainbridge Rd.	17,963	15,963	6
Southside Health Clinic	872 W. Orange Rd.	15,500	15,128	6
Main Health Dept.	2965 Municipal Way	21,928	21,184	8
Amtrak Dental Clinic	912 Railroad Ave.	4975	4975	4
Community Services Bldg/UA Trailer		8432	8060	6

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Group 5 - General Services Facilities	Total Square Footage		84,359	
Ag Center	615 Paul Russell Rd.	13,289	11,150	4
Amtrak Station Bldg	918 Railroad Avenue	9,794	7,197	6
Elections Voting Center Warehouse	2990 Apalachee Pkwy	31,332	6,581	4
Facilities Management & Shop bathrooms	1907 S. Monroe St.	4,591	4,291	4
Fleet Mgt. Office/Bays	1800-1 Blairstone Rd.	14,685	1,300	2
Public Works Bldg	2280 Miccosukee Rd.	24,240	23,668	7
Purchasing/MBE/Sign Shop	1800-3 Blairstone Rd.	4,471	3,822	3
Solid Waste Facility 4 buildings	7550 Apalachee Pkwy	11,425	7,495	5
Traffic Court	1920 Thomasville Rd.	15,874	14,842	6
Transfer Station	4900 Gum Rd.	3,000	2,600	4
Truck Sheds Office/Bathroom	1800-8 Blairstone Rd.	2,061	1,413	4

Vendor Restrictions:

It is the intent of Leon County to award each of the five groups individually or in groups imparting price reduction, except that no vendor to be awarded more than two to three groups totaling over 300,000 sf (approximately). Vendors are invited to place bids on as many groups or pairings of groups as they wish to increase the possibility of securing one or more of the groups offered.

Hours of Work:

The County is seeking bid prices (per square foot per month) for scheduled custodial services in the evenings with various hours/days:

Information on the facilities and their initial square footage is contained in Attachment B. Bidder should take note that the
County reserves the right to amend spaces to be cleaned and to change the cleaning times when necessary with only verbal notice provided to contractor.

Term of Agreement:

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2017. After the initial period, at the discretion of the County, the contract may be extended for no more than four () additional (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 period. In the event of suspending services with a vendor, the County may award those services to another vendor or vendors, or re-bid the work.

Price Adjustments:

At the discretion of the County, price adjustments may be negotiated annually beginning with the first extension period. It is the intent of Leon County to not have any price adjustment exceed changes in the Consumer Price Index for all Consumers (CPI-U), for the twelve (12) month period prior to the contract extension. However, changes in CPI alone shall not warrant price adjustments to these contracts.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

Bid Pricing:

Bidders will be required to provide bid pricing per square foot per month. The contract shall include all services and the provision of all paper products, hand sanitizers and hand soap being supplied by the vendor as specified in the Leon County Facilities Management Custodial Services Performance Specifications and Forms attached or enclosed.

Bidder Minimum Qualifications:

Bidders must have been in the cleaning business a minimum of 5 years. Also, the bidder must have cleaned a facility of similar size and scope to those required by this bid. For bids on more than two groups, the bidder shall demonstrate cleaning of comparable aggregate square footages within past five years. For size consideration, the bidder should combine 2 buildings that have been cleaned simultaneously to meet the stated square footage requirements. Further, the management staff to be assigned to this contract must have a minimum of no less than three (3) years' experience in the custodial business with proven supervisory experience. Bidders shall be presently conducting cleaning services of the type sought under this bid. To verify this, a listing of at least three facilities currently being serviced that County staff as an option may visit to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, contact person, telephone number, and square footage being serviced.

In order to demonstrate financial capability and capacity, Bidders are required to submit as a part of their bid the following items:

1. A letter from their bank or accountant stating their financial capability to handle this contract (meet payroll and adequately secure supplies and equipment)

2. Proof of insurance capacity by completion of the Insurance Certification form contained in this invitation to bid.

3. Such financial and business information shall be routinely verified by the County subsequent to bid award to insure that the vendor(s) remain financially solvent, insured against applicable risks, and to ensure that business factors affecting the County decision to contract with vendor have not been changed.

BIDDER EXPERIENCE

A. All bidders shall submit the below listed items with the bid. If incomplete information is provided, the bid will be determined to be non-responsive. Bidders not meeting the minimum experience requirements as set out herein will be determined to be non-responsive and the bid will not be considered.

B. All bidders shall provide the reference information requested below for the ~~two largest~~ all projects of the same or a similar nature (square footage, high traffic volume, and large number of restrooms) that you have serviced in the last five years. In addition, all bidders must provide a minimum of five (5) additional references. At least two (2) references must be current customers of the bidder. At least one (1) reference must be for a contract that provided for the commercial cleaning of a building or buildings that totaled a minimum of 10,000 square feet with the contract not having been expired for more than 2 years.

   Each reference shall contain the following:
   1) Name and address of company.
   2) Site of work under contract (address and brief description of facility including square footage).
   3) Person to contact and telephone number (Contract Manager, address and phone number).
   4) How long you have had the contract. (contract term; starting and ending dates)
   5) A written summary of the types of services provided under this contract, including Agreen@ cleaning methods and practices used.

C. All bidders must list all contracts held, including any contracts that have been terminated or lost, due to unsatisfactory performance, within the last five (5) years. These contracts shall be reported in the same format as a reference as outlined above. Failure to comply with this provision will be grounds for denial of or immediate termination of the contract.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

BID AWARD CRITERIA:

The bid will be awarded as soon as possible based to the most responsible, and responsive bidder as determined by the following evaluation criteria:

A. Preliminary Bid Criteria - 75 Points; The following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

1. Cost - 35 Points

The vendor with the adjusted lowest price per square foot per month will receive the full 35 points in the Bid Evaluation. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. In other words, if the low bid was $1.00 per square foot and the next bidder was
$1.10, the second bidder would be receiving 31.8 points or 91% of the score. Example:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 35 = \textit{Point Score for Cost}$$

The cost may be adjusted as provided by the Leon County local preference ordinance detailed elsewhere in this document.

2. Contractor's qualifications and experience - 20 Points

a. Length of time company has operated; length of time providing services similar to those being bid; qualifications of key personnel to be assigned to this project; extent of Contractor current and prior similar contracts; location(s) of Contractor=s office(s); and current and past project references.

b. Company has considerable and readily quantified experience in providing similar services.

c. Company has a proven ability to effectively manage multiple sites. Company shall provide relevant experience data and references.

d. Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans; procedures; documents; staffing; and subcontractors.

e. Company's policy in recruitment and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any site specific needs.

f. Equipment owned/leased by the company and readily available to be assigned to use under the terms of the contract.

g. Experience and knowledge of green cleaning practices.

3. Operations & Management Plan - 20 Points

Contractor=s staffing and approach to providing the services under this bid as indicated by:

a. Staffing - An adequate number of employees and ~~two~~ day-time porters(where applicable) The quantity of labor hours and supervision assigned to the facility to successfully complete the work. The Contractor=s proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.

b. Process - Contractor=s plan to perform the services required in the Custodial Services Performance Specifications. The systems, procedures and forms used by Contractor to monitor the quality of custodial services.

c. Turnaround cleaning services – Contractor's plan to provide immediate, corrective, detailed cleaning of the entire facility for purposes of making an immediate and noticeable impact upon cleanliness and presentation aspects of the facility. These services are to be included in the contractor's bid price per square foot. The contractor shall state both time and performance aspects of this item in their Cleaning Plan.

d. Construction cleaning – Contractor's capabilities, experience, staff, track record, etc., for follow-up to periodic construction work areas.

e. Emergency Services – Contractor's strategy, qualifications, methods, responsiveness and effectiveness to periodic emergency needs.

At its option, the County may total the points from Part A only and forego the Final Bid Criteria appearing in Part B, and use those sub-part scores as basis for making its recommendations for bid awards.
Sub-total 75 Points (Maximum)

B. Final Bid Criteria - 25 points (optional)

1. Presentation - 25 points:

Interviews - Following the evaluation of the items listed above, the County has the option to interview the top three to five bidders in any of the bid groups having the highest subtotals. Bidders shall include a detailed presentation of the Operation and Maintenance plan of the company as a minimum and may present any information that the bidder deems important to display their product and promote their businesses. The bidders shall also respond to any questions as asked by County staff. As a part of the interview or separately if interviews not completed, the bidder must provide representative samples of toilet paper, hand towels, toilet seat cover, hand sanitizer and hand soap that can be left with the County for evaluation.

If Part B is used, the points from Part A & B shall be combined to produce a vendor's final bid score. These scores shall then be ranked in order by each of the bid groups or pairings thereof. Staff may select the individual or paired bid groups that impart the overall lowest cost onto the County from this final short-list of vendors.

Total 100 Points (maximum)

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled**. The website addresses follow:

Addenda: http://www.leoncountyfl.gov/procurementconnect/

Public Meetings: http://www.leoncountyfl.gov/procurementconnect/

Table 1 - Schedule of Events	
Date and Time (all eastern time)	**Event**
February 12, 2015	**Release of the ITB**
February 25, 2015 at 10:00 a.m.	**MANDATORY PRE-BID MEETING:** Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

Bid Title: Custodial Services County Wide, Continuing Services
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Opening Date: March 10, 2015 at 2:00 PM

Not later than: February 27, 2015 at 5:00 p.m.	**QUESTIONS/INQUIRIES DEADLINE:** Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: March 10, 2015 at 2:00 p.m.	**BID SUBMISSION DUE DATE/OPENING OF RESPONSE:** Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person=s representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any

employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

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

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: http://www.leoncountyfl.gov/procurementconnect/. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/ for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County

Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: http://www.leoncountyfl.gov/procurementconnect/ by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

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

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

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AAFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.

2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:

   a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.

c. Provide increased levels of information and assistance available to MBE=s and WBEs.

d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE=s, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed $20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed $250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed $250,000 in value, the County may give preference to local businesses in the following manner:

a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business , then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business=s bid was not greater than 110% of the lowest responsive and responsible bid amount.

b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County=s satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term Atrade contractor@ shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders= attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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

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

a. General Liability: $1,000,000 combined single limit 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.

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, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor=s insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor=s insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer=s liability.

b. All Coverages

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

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best=s rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

AGREEMENT:

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

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

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

PURCHASES BY OTHER PUBLIC AGENCIES:

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

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached AIDENTICAL TIE BID@ form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

A. Performance bond from a surety company.

B. An irrevocable letter of credit from a bank or other acceptable financial institution.

C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____(address)_____, which is located in Tallahassee, Florida. "

TIME

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2016. After the initial period, at the discretion of the County, the contract may be extended for no more than four (4) additional (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 period.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases.

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

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

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

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

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

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

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

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.

2. Failure to update the information on file including address, product, service or business descriptions.

3. Failure to perform according to contract provisions.

4. Conviction in a court of law of any criminal offense in connection with the conduct of business.

5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing

activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

Please submit the items on the following list **and any other items required by any section of this invitation for bids**. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____ Completed Bid Response Sheet with Manual Signature
_____ Affidavit Immigration Laws
_____ Identical Tie Bid Statement
_____ Insurance Certification Form
_____ Certification/Debarment Form
_____ Applicable Licenses/Registrations

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Mary Ann Lindley
Chairman

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

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : _____

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

Mary Ann Lindley
Chairman

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

TRIBOND, LLC
(Firm Name)

BY Leslie Palmer
(Authorized Representative)

Leslie Palmer
(Printed or Typed Name)

ADDRESS 1629 Clay Road SW
Mableton, GA 30126

EMAIL ADDRESS lpalmer@tribond.net

TELEPHONE 678-677-0022

FAX 678-550-2991

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 3/2/15 Initials LP

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : $0.21/SF

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : $0.21/SF

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : $0.21/SF

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : $0.21/SF

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : $0.21/SF

TRIBOND

A Full Service Commercial and Residential Maintenance Organization

LEON COUNTY
BOARD OF COUNTY COMMISSIONERS

BID NO: BC-03-10-15-13
Custodial Services County Wide, Continuing Services

Presented To:
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

Bid Due Date: 2:00 pm, Tuesday, March 10, 2015

Presented By:
TRIBOND, LLC
Leslie Palmer
1629 Clay Road SW
Lithleton, GA 30126
lpalmer@tribond.net
www.tribond.net
phone: 678-677-0022
fax: 678-550-2991

TRIBOND

A Full Service Commercial and Residential Maintenance Organization

March 8, 2015

Bid # BC-03-10-15-13
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Dear Leon County Purchasing Division:

Customer Service, or more specifically Great Customer Service seems to be a lacking commodity in this day and age. We understand that you are looking for an organization that you can partner with to provide you the best quality services, with outstanding communication, speedy resolution to any concerns, and with results that exceed your expectations. This is what we do, we are TRIBOND, a full service commercial and residential maintenance organization. We are obsessed with and committed to providing the best customer service, with a live person to answer your phone calls, whenever you need us and with superior results.

Our 100% satisfaction guarantee will prove to be your greatest benefit. We understand that you are very busy and we want to help you stay focused on what is important to you and to your organization. The maintenance of your facilities can be our concern, and can allow you to do what you do best. **We are 100% committed to Leon County.** TRIBOND can handle anything from your daily and routine maintenance needs to large scale projects. Our goal is to **save you time and frustration**, and our service is unquestionably the best. If you are not satisfied, then we are not satisfied, and we refuse to accept anything less than perfection.

Whatever your needs, we are here to accommodate. There are no limits to what our company can, AND WILL provide for you. TRIBOND has an outstanding reputation with numerous government establishment, home owners, builders, and office complexes. TRIBOND continues to expand in the **Florida market** and we are proving that a **"No Worries"** maintenance company can, and does exist.

Attached you will find our official bid proposal for Custodial Services, County Wide. Our goal is to be your dedicated service provider for all of your maintenance needs. TRIBOND welcomes the opportunity to meet with your team, conduct any necessary negotiations, and is ready to accept any awards made to us as a result of the submission of this proposal and in compliance with all of the terms contained in the bid. We have reviewed all bid documents and the service locations and have extensive knowledge of all that is being required for this project. We are ready, willing, and able to provide these services. We are confident that we can and will provide you with the very best value (competitive pricing with superior service) for the services being requested. Thank you again for the opportunity to begin a long-term partnership with Leon County. We are certain you will not be disappointed.

Sincerely,

Leslie Palmer Director of Sales and Operations TRIBOND
Full Service Commercial and Residential Maintenance
cell: (678) 677-0022 fax: (678) 550-2991
lpalmer@tribond.net www.tribond.net
Find us on Facebook

PROJECT UNDERSTANDING AND APPROACH

TRIBOND understands the entire and scope and objectives to be performed in this project (as listed explicitly in the BID and as were discussed at the pre bid meeting). We will supply adequate personnel to perform all items in the scope of services as specified. This applies to the On-Duty Supervisors as well as custodial/janitorial associates. All of our employees that will be assigned to this contract will meet or exceed the mandatory minimum requirements for recent experience in the management of custodial type operations and cleaning as detailed in the BID.

PROJECT APPROACH

The Project Manager will use the minimum staffing requirements (contained within the BID), the designated service hours, her experience managing Commercial Maintenance Projects, and her experience managing Janitorial Services at numerous Facilities to develop her Janitorial Associate teams and leadership/supervisor for each location. She will meet with the Project Administrator from the County to review her proposed staffing plan and will solicit their feedback and suggestions on the proposed outlined team (based upon previous experience with the existing service provider for new locations). During this meeting, the Project Manager will also obtain the dates that the last "non-daily" services were performed (by the previous company), such as carpet cleaning, window washing, etc., so as not to leave an inappropriate gap in services before TRIBOND would schedule them. Once the initial meeting has taken place, the Project Manager will hand select each member of the TRIBOND team from three sources: our existing group of TRIBOND employees, from any of the outstanding associates that may have previously had a great reputation for servicing these facilities, and from a new group of individuals that have extensive experience with janitorial services and with performing in a supervisory position. All associates must first go through and successfully complete/pass TRIBOND's background check, drug test, E-Verify, and initial training. In addition, they must successfully pass the state of Florida Background Check as detailed in the bid documents.

Regardless of any previous projects that the associates have been a part of, they will each be specifically trained on the exact needs/requirements/specifications of this contract, on each specific facility, and on the processes and procedures that will be followed based on this project's Scope of Work and each facility's nuances.

There will be a TRIBOND Supervisor on site at all times at each service location (from the time the first TRIBOND associate arrives, until the last TRIBOND associate leaves.) Historically, we have provided extra service days at the onset of a new project (when permitted), at no additional charge, to get a facility (that we are not the incumbent service provider on) up to par. As we become better acclimated to any new facilities, get all facilities 100% up to expectations, and gain efficiencies and speed built into the process, we will resume normal service schedules. TRIBOND believes in being the very best partner that we can be and quickly getting all locations running smoothly and meeting all service requirements is just one of the ways that we do that. In addition, when TRIBOND is able to gain cost efficiencies on a contract, we believe in passing those cost savings onto our partners in the form of cost reductions.

The TRIBOND Project Manager has read and agrees to meet all of the Supervision requirements as listed in the BID. TRIBOND already abides by very similar SOP on all of our contracts (even if the contract does not request such communication), such as keeping a log book, supervisory sign off, meetings with the customer (in this case the Leon County representative), etc.. Effective and timely communication helps to ensure satisfied customers and keeps us continuously growing and improving as a partner and as a company.

The TRIBOND Project Manager will have the Leon County Facilities that we service, as her first and top priority. Initially, the Project Manager will be on site each day during services (in addition to the supervisor(s). Only once the project is running smoothly, with a successful backup supervisor in place, will the project manager have the potential of taking on additional projects (with TRIBOND) outside of Leon County. TRIBOND's administrative staff, as well as our Project Managers, realize the importance of not spreading yourself too thin and in having an experienced and hands on Project Managers. We are firm believers in quality over quantity. We believe that our growth should be through developing strong partnerships with a select set of entities, and earning their repeat business and by expanding services/accounts/additional facilities with our partners, such as yourself.

QUALIFICATIONS AND STAFF

Current workload is as follows:

NAME OF CLIENT	LOCATION OF THE CLIENT AND THE FACILITY	DATE OF SERVICE BEGAN	SQUARE FOOTAGE	TYPE OF SERVICE PROVIDED	ANNUAL CONTRACT AMOUNT	DURATION OF THE PROVISIONS OF SERVICES
HANCOCK BANK	9 locations throughout Mississippi, 1 location in Mobile, Alabama	January 2008	65,569 SF	JANITORIAL SERVICES	$92,720.28	no end date
MERRILL P. THOMAS CO - NAVY	Mobile, AL	January 2008	1,000 SF	JANITORIAL SERVICES	$4,500.00	no end date
MERRILL P. THOMAS CO - ARMY & AIR FORCE	Mobile, AL	February 2010	2,800 SF	JANITORIAL SERVICES	$7,182.00	no end date
RBC WEALTH MANAGEMENT - CB RICHARD ELLIS	Mobile, AL	September 2012	approx. 2,000 SF	JANITORIAL SERVICES	$3,630.12	no end date
FACILITY CLEANING INTERNATIONAL - JCI MOBILE, AL ONE DAY PER WEEK JANITORIAL	Mobile, AL	October 2012	approx. 5,000 SF	JANITORIAL SERVICES	$1,560.00	no end date
FACILITY CLEANING INTERNATIONAL – JCI LAFAYETTE, LA	Lafayette, LA	May 2014	4,600 SF	JANITORIAL SERVICES	$3,600.00	no end date
FACILITY CLEANING INTERNATIONAL - YELLOW PAGES OFFICE MOBILE, AL	Mobile, AL	April 2014	approx. 6,000 SF	JANITORIAL SERVICES	$4,743.12	no end date
FACILITY CLEANING INTERNATIONAL - YELLOW PAGES OFFICE PENSACOLA, FL	Pensacola, FL	May 2014	5,488 SF	JANITORIAL SERVICES	$7,107.60	no end date
ABC SUPPLY CO., INC	Jacksonville, FL	February 2012	4,500 SF	JANITORIAL SERVICES	$4,428.00	no end date
WESTMORELAND COUNTY, PENNSYLVANIA	Greensburg, PA	May 2013	8 county facilities	WINDOW WASHING SERVICES	$58,848.00	Sept 2015
STATE OF ALABAMA - FORENSIC SCIENCES	Mobile, AL	May 2013	approx. 15,000 SF	JANITORIAL SERVICES	$70,520.00	April 2015
FLORIDA A&M UNIVERSITY	Tallahassee, FL	July 2012	146,426 SF	APARTMENT DEEP CLEANING/TURN KEY SERVICES	$38,870.21	June 2015
INDIANA UNIVERSITY OF PENNSYLVANIA	Indiana, PA	Jun-09	53 campus facilities	WINDOW WASHING SERVICES	$47,622.43	June 2019
CITY OF GAINESVILLE, FLORIDA - PUBLIC WORKS	Gainesville, FL	February 2013	12 city blocks	JANITORIAL AND GROUNDS MAINTENANCE SERVICES	$42,600.00	January 2015
CITY OF GAINESVILLE, FLORIDA - COMMUNITY REDEVELOPMENT AGENCY	Gainesville, FL	October 2014	Depot Building Depot Area Depot Rail Trail (1100 1300 BLK) & Hotel Plaza Innovation Square Roadway (SW 9th Street and SW 3rd Avenue)	LANDSCAPING SERVICES	$49,967.50	September 2015
ALACHUA COUNTY, FLORIDA	Gainesville, FL	April 2013	264,500 SF	JANITORIAL SERVICES	$266,424.00	April 2015
UNIVERSITY OF FLORIDA - BABY GATORS	Gainesville, FL	June 2014	approx. 20,000 SF	JANITORIAL SERVICES	$35,940.00	May 2015
HERNANDO COUNTY, FLORIDA	Brooksville, FL	March 2014	18,766 SF	JANITORIAL SERVICES	$11,964.00	March 2014
UNIVERSITY OF GEORGIA	Athens, GA	August 2013	79 campus facilities	WINDOW WASHING SERVICES	$125,319.35	ONGOING
GEORGIA DEPARTMENT OF TRANSPORTATION - THOMASTON	Thomaston, GA	March 2013	approx. 7,300 SF	JANITORIAL SERVICES	$5,234.96	February 2015
CITY OF DECATUR HOUSING AUTHORITY	Decatur, GA	May 2013	varies on call	APARTMENT DEEP CLEANING/TURN KEY SERVICES	$15,000.00	April 2016
CITY OF DECATUR HOUSING AUTHORITY	Decatur, GA	January 2014	40,706 SF	JANITORIAL AND GROUNDS MAINTENANCE SERVICES	$57,026.40	December 2017
SEMINOLE COUNTY, FLORIDA	Sanford, FL	January 2009	13 county buildings	WINDOW WASHING SERVICES	$28,112.50	December 2015
TMI ENTERPRISES	Orlando, FL/ Longwood, FL	September 2012	1,176,120 SF	JANITORIAL AND GROUNDS MAINTENANCE SERVICES	$247,836.00	September 30, 2015
PASCO COUNTY, FLORIDA	Dade City, FL and New Port Richey, FL	April 2014	five county buildings	WINDOW WASHING AND PRESSURE WASHING SERVICES	$23,347.68	March 2015
PASCO COUNTY, FLORIDA	Dade City, FL	April 2014	exterior of one transfer station	PRESSURE WASHING OF TRANSFER STATION	$7,986.86	one time project
PALM BEACH COUNTY, FLORIDA	West Palm Beach, FL	April 2014	varies by request	WINDOW WASHING AND PRESSURE WASHING SERVICES	$11,283.00	ongoing for will call services through 1/31/19
MANATEE COUNTY, FLORIDA	Bradenton, FL	May 2014	20+ kennels	KENNEL CLEANING	$12,000.00	October 2014
MANATEE COUNTY, FLORIDA	Bradenton, FL	September 2014	207,566 SF	JANITORIAL SERVICES	$264,000.00	August 2015
SEMINOLE COUNTY PUBLIC SCHOOLS (K-12)	Sanford, FL	June 2014	up to 6,000,000 SF	YEAR ROUND FLOOR CARE THROUGHOUT DISTRICT	$72,000.00	May 2018
BRADENTON CONVENTION CENTER	Bradenton, FL	September 2014	52,000 SF	JANITORIAL SERVICES	VARIES AS NEEDED FOR EVENTS	August 2018
GEORGIA DEPARTMENT OF FAMILY AND CHILDREN SERVICES	Dalton, GA	July 2012	20,926 SF	JANITORIAL SERVICES	$22,801.08	June 2015
THE CITY OF SANDY SPRINGS, GEORGIA	Sandy Springs, GA	July 2010	4,575 SF	JANITORIAL AND GROUNDS MAINTENANCE SERVICES	$84,123.84	August 2014
NORTHWEST GEORGIA REGIONAL HOSPITAL	Rome, GA	July 2011	45,000 SF	JANITORIAL SERVICES	$7,146.12	June 2016
GEORGIA DEPARTMENT OF LABOR - AMERICUS CAREER CENTER	Americus, GA	August 2012	5,000 SF	JANITORIAL SERVICES	$6,555.00	July 2014
FLORENCE DARLINGTON TECHNICAL COLLEGE - CHILD DEVELOPMENT CENTER	Florence, SC	December 2013	7,000 SF	JANITORIAL SERVICES	$10,501.00	November 2014
CITY OF ALBANY, GEORGIA	Albany, GA	July 2014	11,000 SF	JANITORIAL SERVICES	$10,560.00	June 2015
HOUSING AUTHORITY OF THE CITY OF HIGH POINT, NORTH CAROLINA	High Point, NC	June 2014	10,000 SF	JANITORIAL SERVICES	$15,082.00	May 2015
GEORGIA BUREAU OF INVESTIGATION - MIDLAND/COLUMBUS, GA	Columbus, GA	July 2014	11,500 SF	JANITORIAL SERVICES	$5,954.00	June 2015
COBB COUNTY COMMUNITY TRANSIT	Marietta, GA	October 2014	135 bus stops	GROUNDS MAINTENANCE	$162,000.00	ONGOING
SOUTH CAROLINA DEW - REGION 3 CATAWBA	Chester & Lancaster, SC	January 2015	8,300 SF	JANITORIAL SERVICES	$71,121.92	December 2018
GEORGIA PORT AUTHORITY	Savannah, GA	February 2015	9,000 SF	JANITORIAL SERVICES	$14,200.00	January 2019
GEORGIA SOUTHERN UNIVERSITY	Statesboro, GA	May 2008	varies by request - encompasses all housing and academic facilities	WINDOW WASHING, PRESSURE WASHING, APARTMENT/TURN KEY CLEANING, GROUNDS MAINTENANCE	$229,041.62	June 2015

TRIBOND has the experience and capabilities to meet and satisfy ALL of the Leon County requirements, as per this BID.

TRIBOND's Background, Organization, and Size

TRIBOND, LLC, a 100% women-owned small business and certified Disadvantaged Business Enterprise (DBE), provides full service commercial and residential maintenance services to government and private sector clients across the United States of America. TRIBOND was founded on January 11, 2008 with the goal of competitive prices and superior service. We are fully licensed, bonded, and insured. Since our inception, TRIBOND has experienced steady growth and expansion to numerous states and in volume of accounts (both dollars and number of accounts). We have increased our revenue 540% in the past four years. TRIBOND is now established in Georgia, Alabama, Florida, South Carolina, New York, Michigan, Pennsylvania, Minnesota, Montana, Louisiana, Mississippi, and North Carolina. The State of Florida is our largest area of revenue and our largest region of growth. Our management staff has a combined 75+ years of experience in commercial and residential maintenance services. TRIBOND currently has 100+ employees.

TRIBOND, LLC provides a broad range of custodial, janitorial, and maintenance services, including, but not limited to:

- Landscaping (Changing Out Existing Items and Planting New Items)
- Grounds Maintenance (pesticide, herbicide, mowing, hedging, trimming, pruning, etc.)
- Project Work
- Post Construction Cleanup
- Turn Key – One Time Deep Clean
- Buffing, Stripping, and Waxing of VCT Floors
- Carpet, Drapery, and Upholstery Shampooing / Cleaning / spot removal
- Cleaning Cubicle Patricians
- Interior and Exterior Window Washing
- Pressure/Power Washing
- Parking Lot and Sidewalk Cleaning
- Event Setup, Monitoring During Event, and Post Event Clean Up
- Daily Custodial Cleaning Services
- Weekly, Monthly, Quarterly, Semi-Annually, and Annually scheduled Services
- Waste Removal and Sanitation

We back all of our work with a 100% satisfaction guarantee.

We offer these services to a broad variety of industries and facilities. A representative sample of these includes:

- Churches and Religious Facilities - cemeteries, chapels, churches, mausoleums, and synagogues
- Office Facilities - business offices, government/public administration, high rise buildings, privately owned buildings, property management, single and multi-tenant facility
- Newly Constructed and Newly Renovated Facilities - pre-construction, construction, and post-construction
- Educational Facilities – preschool, K-12 public and private, colleges, universities, technical schools, libraries, and museums
- Entertainment and Vacation Facilities - amphitheaters and concert halls, art and membership organizations, bars/nightclubs, bowling alleys, casinos, country clubs, movie theaters, race tracks and speedways, restaurants, special event services, stadiums and arenas
- Manufacturing and Industrial Facilities - agriculture, forestry, mining, distribution centers, industrial complexes, and manufacturing
- Medical and Healthcare Facilities - bio-medical facility, emergency services, healthcare services, hospitals, long-term care Facility and nursing homes, medical centers, medical practices, medical offices, outpatient facility, and dentist offices
- Retail Facilities - shopping centers, strip malls, banks and financial institutions, supermarkets, car dealerships, wholesale and retail trade
- Travel Locations - second homes, airports, condominiums, hotels, rental property, resorts, timeshares, and vacation homes

TRIBOND has regional offices in the following states: Georgia, Alabama, Florida, and New York.

Administration and Management

TRIBOND believes in a "hands on" management style with systems of checks and balances. We believe that the strongest manager (at any level) is one that leads by example. It is always most effective to tell someone what to do or how to do it, as well as to show them how to do it, and to do it with them. All TRIBOND associates receive positive reinforcement and additional training in developmental areas to make all of our good associates into great associates. TRIBOND is also keenly aware that repetition and consistency are two of the keys to our ongoing and expanding success. By having a SOP for all processes and procedures within the company, TRIBOND is able to duplicate our successes and is able to have consistent excellence in service on any account, no matter how large or small the account, or where in the country the account is located.

TRIBOND's organizational structure consists of a Service Center (which is supported by TRIBOND's Owner/Director of Sales and the Director of Operation), Regional Managers, District Managers, Project Managers, and Janitorial Associates. TRIBOND's Service Center handles all administrative tasks for the organization, including, but not limited to: customer service (to both internal associates and external customers), contract execution, invoicing, payroll, human resources, information technology, bid presentations, sales, providing company created standardized project forms, etc. The Regional Managers and District Managers manage a specific geographical area and see to it that all accounts receive the services that are required at a level that exceeds expectations. This includes managing a few select accounts themselves, conducting trainings for all levels of employees, mentoring and developing Project Managers, and being the primary communication between the field and the Service Center. The Project Managers manage the day to day actions of all associates servicing accounts, communicate directly with the contract administrators, and are responsible for maintaining proper inventory levels of all equipment and supplies.

Director of Operations – The Director of Operations, Raina Harrison, who has 23 years of management experience and 18 years of operations experience (has been with TRIBOND since it started in January 2008), will provide follow up with the Contract Administrator to ensure that all expectations are being exceeded. She will also review all communication logs, corrective action plans, time sheets, etc. to ensure accuracy and to make sure that all forms of services provided and communications are meeting the highest quality standards.

Director of Sales/Owner – The Director of Sales, Leslie Palmer, who has 19 years of experience in project management and 21 years of sales experience (started TRIBOND in January of 2008), will have written and/or verbal correspondence with the Contract Administrator on an as needed and ongoing basis to verify that TRIBOND is exceeding the expectations of the Contract Administrator and Leon County.

Service Center – The TRIBOND Project Team and TRIBOND Customers are also supported by the TRIBOND Service Center, who is available 24 hrs./day for all customers and associates. The TRIBOND Service Center provides a TRIBOND Training and Certification Program for all of our associates before they begin providing services on any TRIBOND project. The TRIBOND Service Center is the primary contact for coordination and communication between TRIBOND and the Department of Transportation from the issuance of an BID through the contract being fully executed. Once the contract/services begin, the TRIBOND Project Manager becomes the primary day to day contact for the Contract Administrator for each location. The Service Center issues all invoices, receives and processes all payments, and continues to monitor each account through regular communication with the Project Manager.

In addition, the Service Center handles all of the administrative functions for TRIBOND (as listed above in the first paragraph in the "Administration and Management" Section), customer support, and escalation. The TRIBOND Service Center is located in Mableton, Georgia.

Regional Managers - In addition to the Service Center, each account is managed locally. TRIBOND has six Regional Managers. The regional managers are responsible for the mentoring, training, and managing of all TRIBOND associates in their region. Each project will have an assigned regional manager. The assigned regional manager will be on site for any and all work performed for our customers. The Regional Manager may also function as a supervisor and/or Project Manager on select contracts. The Regional Manager will always be on site daily for the first 30 days of any new project

to ensure a smooth transition between the previous service provider and TRIBOND. They also function as a backup Project Manager when the regular Project Manager is out of pocket.

Each Regional Manager works out of a local District Office. As TRIBOND provides services, and not products or manufacturing, we do not have a location/facility that employees will report to for the purpose of performing the services as outlined in this BID. The Janitorial Services that we provide will be on location at your facilities, as detailed in the Scope of Services and the Performance Measures. TRIBOND has a District Office located in Lake County, Florida and a Marion County, Florida and will maintain local offices for the entire term of the contract.

District Managers – District Managers perform the same function as Regional Managers, but for a smaller volume of accounts and for a smaller service area. When a Project Manager is promoted (within TRIBOND), they are promoted to the District Manager level (and still receive ongoing mentoring, support, and feedback from a seasoned Regional Manager) and at some time in the future, have the potential to be promoted to a Regional Manager.

Project Manager (on site) - The Project Manager, Lupe Tesvich, whose strengths include: Project Management, Leadership Ability, and Communication Skills, is the **DESIGNATED PRIMARY LIAISON** between TRIBOND and Leon County. Lupe brings over 20 years of experience in the Janitorial Services Industry and over 20 years of management experience. Lupe has been with TRIBOND since 2008. The Project Manager will maintain day to day communication between the Contract Administrator and TRIBOND. The Project Manager is responsible for managing the day to day project activities and for managing the other TRIBOND employees.

TRIBOND's Project Manager has extensive training in all areas of project management and will perform any and all tasks as necessary. The Project Manager will group each task from the scope of services into logical working groups that will then be assigned as their "area of responsibility" to each of the TRIBOND Associates servicing your facilities. The Project Manager will administer daily checklists that each associate must follow and sign off on daily to make sure that 100% of all requirements are met. This allows for expertise, efficiencies, and consistency to be provided for each task within this project.

The Project Manager will keep a record of all employees and the exact dates and times that they are on site at each facility. In addition, the Project Manager will provide a Supervisor's Report, signing that they have inspected all services that have been provided and that they have been performed to their satisfaction. The original Supervisor's Report will be held by the Project Manager and one copy will be submitted to the TRIBOND Service Center.

The Project Manager will be the decision making authority on behalf of TRIBOND and will be ultimately held responsible for the overall contract/project management and the assurance that all terms and conditions of this Contract are being met. The Project Manager will have overall supervision of the on-site supervisor(s) and janitor(s), acting as the liaison between the Vendor and the Department on any issues that are either inappropriate or un-resolvable at the Janitorial Site Supervisors level.

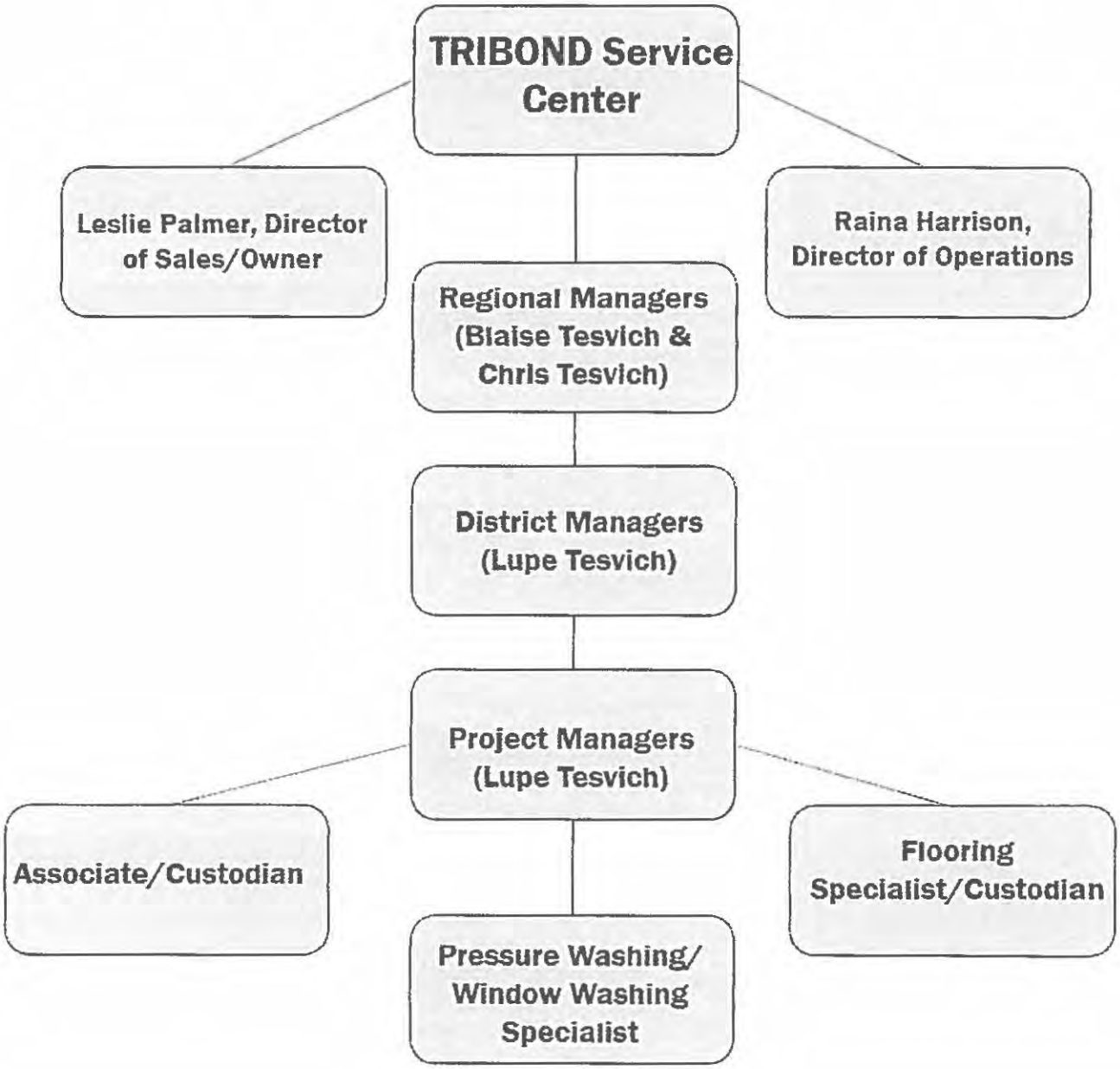
Supervisor(s) (on site) – The Project Manager will select additional Supervisors to assist in leading the teams that are servicing this account. The Project Supervisors will supervise all activities of the TRIBOND associates. They will assure that the day-to-day operations are carried-out according to the terms and conditions of this Contract. The Supervisors will provide appropriate training to all assigned staff to ensure full compliance of safety and security procedures. They will also ensure that work is being performed according to approved cleaning schedules and industry standards. The On-Site Supervisor will also act as a liaison between the Vendor and the Department for normal day-to-day and minor emergency operations. The TRIBOND Supervisors will have a minimum of two years of commercial maintenance experience (within the past four years) of facilities with 50,000 SF or greater and will be able to effectively communicate (verbally and written) with the Department, the Project Manager and other TRIBOND associates. They will also have performed and have been provided training on proper cleaning techniques (including equipment operation, proper usage and handling of chemicals, safety training, etc.).

Janitorial Associates/Custodians/Flooring Specialists – TRIBOND selectively screens and hand picks our associates for these positions that have a proven background and successful experience in providing janitorial services. We believe that we are only as strong as our weakest associate. That means that we take the extra time and effort to properly screen our employees and to properly train them to TRIBOND's standards before they ever set foot onto the job site. TRIBOND supports these associated with ongoing training and certifications. The Janitors are responsible for carrying out all assigned cleaning tasks as delegated by the TRIBOND Project Manager, the Project Supervisor, and/or the Department's Contract/Project Manager or designee. All associates under this classification will have a minimum of one year experience (within the past two years) of commercial janitorial services, providing similar services as those being requested in the Scope of Services, in facilities of a minimum of 30,000 SF.

ALL TRIBOND employees are able to speak, read, and write in clear and understandable English.
Please find a diagram of TRIBOND's Organizational Structure on the following page:

TRIBOND

ORGANIZATIONAL CHART



TRIBOND has many branches of Regional Managers, District Managers, and Project Managers. This is a representative sample of one branch of the company structure.

In order to assure that all work is performed according to contract specifications, all TRIBOND associates receive extensive initial training in all areas of services including janitorial services, floor care, window washing, landscaping, and grounds maintenance. Once each associate is assigned to a specific account, they are given account specific training that details every item within the scope of services. This includes a definition of each task, the frequency of each task, and the manner in which the service is to be executed for each task. Once they are on site at the facility servicing the account, the Project Manager will follow up behind each and every employee at the completion of service to verify that each item on our checklist (taken straight from the Scope of Services) is executed properly. Each associate is supported with ongoing training, education, and certifications on all facets of project management, maintenance services, customer service, safety, and relevant laws, rules, and regulations. TRIBOND believes that it is always important to keep even the most seasoned professionals current and up to date on new equipment, chemicals, techniques, and laws as well as to keep each associate sharp and fresh on standard methods and procedures. A sample of our safety training includes education and certification on OSHA items, such as Blood Borne Pathogens and HIPAA laws and IWCA Window Washing training and certifications. We provide "how to" training (using the latest equipment, chemicals, and techniques) on buffing/stripping/waxing, carpet cleaning, window washing, etc. TRIBOND utilizes an extensive hiring process including drug testing, background checks, and the E-verify process.

The resumes of the Director of Sales, the Director of Operations, and the Project Manager are found on the following five pages:

Leslie Palmer
1629 Clay Road
Mableton, Georgia 30126
678-677-0022
lesliepalmer@comcast.net

OBJECTIVE

A management position in a growth-oriented organization utilizing my skills in **Merchandising, Sourcing and Marketing Management, Sales and Operations Performance and Profitability Improvement and Revenue Generation and Optimization** to:

- design lead innovative strategies to achieve retain market dominance at best-in-class
- introduce streamline processes and programs to improve productivity, effectiveness and bottom line results
- create identify opportunities to expand market presence, enhance product offerings and grow sales

QUALIFICATIONS

- Merchandising Sourcing Mgmt
- Marketing Management
- Budget Management P&L
- Multi-Unit Management
- Advertising Packaging Mgmt
- Global Market Intelligence
- Sales Operations Performance
- Profitability Improvement
- Cost Internal Quality Controls
- Strategic Planning Alliances
- Offshore Operations Mgmt
- Lead Motivate Mentor Train
- Revenue Generation Optimization
- Supplier Dev/ Negotiations
- Business/Upscale Transformation
- Product Development Launches
- Brand Image Enhancement
- Program Category Management

Representative Suppliers: TN Ceramic Tile, Armstrong, Wenzel Kitchenware, Bruce Hardwood Flooring, Pacific Stone Industries, Milliken, Beaumont, Dal Tile, American Mirrors, Eaiser, Megatrash, Fergus Chemicals, Mills Pride Vables, Delta Faucet, American Standard, Moen

EXPERIENCE

Owner Director of Sales – *Full Service Commercial and Residential Maintenance Organization*
TRIBOND, LLC, GA — 2001 – Present

Product Merchant - *Flooring: Ceramic and Natural Stone Tile*
Import Inventory Merchant - *Flooring Department*
Merchandising Assistant
Merchandising Support
The Home Depot (THD), GA — 1999 – 2001

Assistant Manager and Cake Decorating Specialist *(full time student)*
Eagles Bakery, GA — 1997 – 1999

EDUCATION, PROFESSIONAL and CIVIC

Bachelor of Science in Textile and Fiber Engineering, 1998
Georgia Institute of Technology, GA
Student Council, National Honor Society, Dean's List, Pin Pal

Certified Six Sigma Green Belt

Professional Memberships and Activities

American Society of Mechanical Engineers (ASME)
American Association of Textile Chemists and Colorists (AATCC)
Trainer – THD Systems and Process (China Sourcing Office, Shanghai)
Event Coordinator – several THD 1-day and 3-day charity fundraisers

Community and Volunteer Activities

Mentor – Georgia Tech Freshman Mentor Program
Chairperson – Administrative Board and Childhood Education
Teacher – Sunday School
Leader – Youth Group
Coach – Fayette and Gwinnett Counties, Department of Recreation Cheerleading Squads

ACHIEVEMENTS

Merchandising, Sourcing and Marketing Management

Designed/Led/Managed marketing, merchandising, sourcing and advertising strategies to grow flooring category from $934 million to $1.03 billion in 7 months. Managed $1 billion budget; researched supplier contracts, spend, co-op dollars and tiered rebate programs; established stretch goals to increase supplier financial commitment; developed individual plans; negotiated with suppliers; identified 32 new suppliers; researched shopping patterns; reduced warehouse advertising; changed print ads to display coordinated, fully-decorated room scenes rather than individual tile pieces; created color-coded point of purchase signage package outlining features and benefits of product assortments. **Results:** Financial commitment of co-op and rebate contracts increased $1.65 million; advertising strategy captured $18 million in sales; inspired customers to expand projects through enhanced advertising layouts; signage pilot at 200 stores increased sales $3.8 million with projected increase of $41 million upon rollout.

Initiated changes to marketing and merchandising to increase revenue from $98 million to $130 million. Perceived need to change packaging from 60-100 lb. boxes with no ability to see inside to 40 lb. boxes with cut-outs for viewing; set packaging and product specifications; redesigned product displays to include trim and accent pieces; evaluated stratified regional sales history; determined regional product needs by season down to store level; analyzed supplier "landed" costs; negotiated and retained 3 of 10 suppliers; smoothed product demand into strategic plan maximizing production efficiencies; executed stocking and special buy programs. **Results:** Enabled customers to view product groupings for value add and impulse buying; increased IMU 70+%.

Developed SKU rationalization and stratification process to identify fill gaps in product assortment to ensure competitive edge. Defined gaps; gathered competitive market intelligence; found shift in trends of product types and sizes; examined implications and gaps in price points; introduced lower opening price point for stocking items to bridge gap from special buys; eliminated loss leaders; made product switch-outs and added 3 new products; requested new marketing proposals from suppliers. **Results:** Changed assortment to reflect latest trends; increased sales $39 million with $19.5 million increase in profitability.

Redesigned merchandising program to alleviate high level of shrink and markdowns. Gathered market feedback on competitors assortment and contractor needs; reduced SKU's from 42 to 18; allowed incumbent suppliers to quote on specific product specifications; reduced pack size for lower volume stores; created color-coded, individually wrapped pieces with small openings enabling customers to see and feel product while eliminating high breakage damage. **Results:** Increased profitability $17.74 million or 65%; reduced suppliers from 7 to 1.

Sales and Operations Performance and Profitability Improvement

Introduced process reducing variability of product arrival dates on direct import products from 21 to 3 days in conjunction with reengineering inventory management process. Noted inconsistencies with inventory levels at distribution centers (DC) and store fill rates; perceived need to tighten shift curve around DC due date; analyzed each step of ordering and supply chain process; added service providers to decision-making process for container-to-port delivery; developed program for inputting ordering parameters and outputting suggested weekly/monthly order quantities by supplier/DC/SKU. **Results:** Saved $1.8 billion in inventory with consistent order smoothing; eliminated need to build additional DC.

Improved direct import special buy sell-through 119% for all Home Depot operations. Leveraged Six Sigma methodology, researched/stratified sell-through of each department's special buys for 24 month period; evaluated buying patterns, promotions and store quantities; created standard process to forecast, buy, and allocate any and all items based on store's sales velocity, at subclass level; oversaw implementation process company-wide. **Results:** Sell-through increased $1.387 billion during designated promotional sell-through period; saved $346.8 million in markdowns; reduced inventory carrying costs.

Identified/Implemented alternatives to maximize use of container space and minimize freight costs on all direct import shipments. Analyzed issue of shipping half-filled containers due to destination over-the-road weight restrictions; consulted with suppliers and third party logistics providers; devised 3-pronged plan: load containers to water weight restrictions and transload at US port to truck rail weight, bypass DC by shipping direct to store and change to less restrictive ports. **Results:** Improved profitability $8 million in first year; reduced transit time to stores.

Instituted process to eliminate non-performing merchandise with no sales for more than 4 weeks and increasing profitability. Created/Analyzed weekly schedule to identify all loss leader SKU's and number of affected stores; prioritized SKUs to be addressed; met with suppliers to discuss non-performance and 2-week corrective action plan; reviewed at 60 days to determine future of item. **Results:** Reduced $193 million in inventory and 16% in SKU's.

Revenue Generation and Optimization

Created $75.2 million proprietary branding program while managing $506 million direct import business. Perceived need to distinguish products from competition; worked with product development to develop added features/benefits at same opening price point (OPP) of named brand; co-produced bold, new packaging; established stocking levels, merchandising and special buy endcaps; developed 4 additional products for proprietary line; required usage in "how to install ceramic tile" clinics; designed signage; rolled out product assortment nationally. **Results:** Grew category from $74.8 million, increased OPP 165%.

Drove change to commence merchandising the third most searched word on THD website online. Researched suppliers, THD website and competition; designed navigation road map/path of category; created options sequence and drill down, included product views, added functional tools, "how much tile do I need" calculator and item checklist for installing tile; informed customers of lifetime warranty; presented coordinating accent tile, facilitated customer tracking. **Results:** Transition in progress, enabled customers to make store selections quicker, expediting product sales and value adds.

Added $94 million to $430 million wood flooring category. Analyzed stocking hardwood program, researched current trends and looks of popular floors; identified missing categories, created Thomasville branded, proprietary exotic hardwood program. **Results:** Introduced 2 SKU's at additional price point, offered branded value added products competition unable to provide.

Revitalized wall tile assortment with new and innovative products increasing sales $16.8 million. Evaluated competition's assortment, conducted focus groups, identified gaps and needs specific to glass tile, metals, mosaics, color, texture, size and price point to effectively compete in marketplace; selected new products/discontinued items, designed new signage and packaging; created merchandising fixture and plan-o-gram, launched entire wall tile reset on West Coast. **Results:** Increased IMU of $4.32 million, merchandising plan provided optimal customer shopping experience.

Raina N. Harrison
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(678) 687-9824
rharrison@tribond.net

Professional Profile

I have been employed in the customer service field since the beginning of my working career. I've gained experience from being employed as a movie theater clerk, cashier, head bookkeeper, administrative assistant, bakery manager, executive assistant, and owner of my own business. I have always been in a field that relies heavily on pleasing the client and, regardless of what field I'm working in, I am completely dedicated to each client's individual needs. I thoroughly enjoy working with people, whether it is the client, an associate, or management, and go above and beyond to get this accomplished. I have a work ethic that cannot be matched and I am an extremely confident person in everything that I do. I enjoy challenges and thrive on new experiences.

- Patient, pleasant, and professional customer service style
- High comfort level in Microsoft Word, Excel, Outlook, and Quick Books
- Excellent verbal and written communication skills
- Ability to problem solve quickly
- Knowledge of finance and record keeping
- Extremely organized
- Notary Public
- Ability to multi-task efficiently
- Self starter, motivated, and ability to work with little or no supervision
- Quick learner
- History of commitment to jobs
- Meticulous attention to detail
- High comfort level with web searches, email management, and online database systems
- Demonstrates ability to work in a team
- Leadership ability

Professional Experience

TRIBOND, LLC, Auburn, Georgia
January 1, 2008 - Present
Director of Operations

Achievements:

- Established and maintained my own business
- Gained extensive knowledge on private and government contracts
- Learned basic skills of Power Point
- Presented our company to potential clients

Responsibilities:

- Research any upcoming bid opportunities
- Keep records of all contacts
- Log all financials into Quick Books
- Maintain work schedules and appointments
- Implement contracts and presentations
- Communicate with and assist all partners in obtaining clients
- Assure complete satisfaction from our clients
- Develop the overall success of the business

Raina N. Harrison • (678) 687-9824 • rharrison@tribond.net

TYZA Industries, LLC, Auburn, Georgia
July 19, 2006 – December 31, 2007
Director of Operations

Achievements

- Successfully worked from home and maintained a strict work schedule
- Relieved owner of all administrative detail
- Substantiated and accounted for three years of business expenses

Responsibilities

- Work closely with the owner to assure company and personal success
- Process accounts receivable and payable
- Hiring of additional personnel
- Production of payroll and associated reports
- All travel planning and maintaining owner's schedules
- Coordinate work flow and update tasks accordingly

Ingles Markets #451, Auburn, Georgia
June 19, 1994 – July 18, 2006
Bakery Manager

Achievements

- 100% Customer Satisfaction Rating
- Increased sales profits to 3rd in a district of 22 stores
- Increased department sales by 5% each year
- Decreased department shrinkage by 50%

Responsibilities:

- Foster genuine relationships with employees and provide training
- Oversee maintenance, appearance, and presentation of department
- Maintain, order, and the accountability of inventory
- Engage customers through a high level of salesmanship and guarantee their satisfaction with department employees and products
- Supervise 6-10 employees on a daily basis

Education

Georgia Perimeter College, Clarkston, Georgia
Associate of Science Degree with Honors – Business Management
June 11, 1993

Clarkston High School, Clarkston, Georgia
Advanced Academic Diploma with Excellence
June 19, 1988

References

References are available upon request.

Lupe Tesvich
16905 NW Hwy 225
Reddick, FL 32686
631-317-9441
ltesvich@ tribond.net

OBJECTIVE

A management position in a growth-oriented organization utilizing my skills in **Project Management, Sales and Operations Performance and Profitability Improvement** and **Revenue Generation and Optimization** in order to

- design lead innovative strategies to achieve retain market dominance as best-in-class;
- introduce streamline processes and programs to improve productivity, effectiveness and bottom line results
- create identify opportunities to expand market presence, enhance service offerings and grow sales.

QUALIFICATIONS

- Project Management
- Budget Management P&L
- Multi-Unit Management
- Global Market Intelligence
- Sales Operations Performance
- Profitability Improvement
- Cost Internal Quality Controls
- Strategic Planning Alliances
- Revenue Generation Optimization
- Lead Motivate Mentor Train
- Risk Management OSHA Certified Hazard Communication

EXPERIENCE

District Manager
TRIBOND, LLC, MI, NY and Presently FL — 2008 - Present

Customer Service Supervisor
Chervon North America — 2004 - 2008

Customer Service Manager
The Home Depot, MI and MN — 1994 - 2004

EDUCATION, PROFESSIONAL and CIVIC

High School Graduate – College Preparatory, 1993
East Patchogue High School, NY

Student, 1994
Macomb Community College, MI

Special Services Safety Trainer, 1995-2004
The Home Depot, MI

Training Specialist of Installed Sales and Special Orders Sales Organization, 1994-2004
The Home Depot, MI

Professional Memberships and Community and Volunteer Activities

Treasurer: Camo and Lace, Gaylord, MI
Team Leader: Habitat for Humanity Building Projects, MI and MN
Volunteer: Operation Christmas Child
Leader: Bible Study

As TRIBOND grows as a company, we continue to expand our employee base and make sure that we stay ahead of the growth of the company (with administrative and custodial personnel). We understand the importance of making a spectacular first impression, as well as ongoing impression with all of our customers. By keeping ourselves staffed and trained ahead of the growth and by limiting that number of contracts that any one project manager can manage simultaneously, we make sure that TRIBOND, from administration to on-site employees, is set up in such a way to successfully handle our current workload and also have the ability to satisfy the Leon County requirements. TRIBOND does not use subcontractors on any of our contracts. All associates servicing your facilities will be TRIBOND employees.

As project manager, Lupe Tesvich will be the TRIBOND representative designated to act as primary liaison between the Consultant and the Library District. The Director of Sales and Owner of the company, Leslie Palmer, will serve as an alternate and will be designated to act in the temporary absence of the primary liaison.

By using vacuums with Hepa Filters and MicroFiber Clothes (for examples) we are able to drastically reduce the amount of dust that is released back into the facilities and to maintain a more pristine work environment. TRIBOND is in the process of becoming a green seal certified company. We make every attempt to encompass all aspects of Green Cleaning including stewardship, communication, purchasing of office supplies, using electronic bid submissions whenever possible, electronic invoicing, the selection of cleaning chemicals, equipment, paper, and supplies as well as the procedures and methods used to perform services to prevent pollution and to reduce the impact on the environment. TRIBOND makes a conscious effort to be good stewards of our earth and all of its resources. TRIBOND shall be in compliance with all applicable Federal, state and local laws, regulations, laws and requirements regarding environmental protection and hazardous materials. TRIBOND's primary chemical for daily cleaning services and for all of its window washing maintenance services is **"GREEN LINK VERDIZA"**, by Zep. It is an Environmentally Preferable All-Purpose Hard Surface Cleaner. Its features and benefits are as follows:
Zep Green Link Verdiza is a concentrated, all-purpose hard surface cleaner fortified with peroxide and specifically designed for all light to heavy duty cleaning tasks. It is formulated to impart a pleasant lemongrass scent to all surfaces upon which it is used. Zep Green Link Verdiza is a low pH product and contains no harsh solvents, so it is safe on most hard surfaces. Zep Green Link Verdiza is a "Green Seal Certified" cleaning product. Zep Verdiza is a member of the Zep GreenLink line of Environmentally Preferred Products (EPP).

TRIBOND has a safety plan in place for each aspect of cleaning, these include: using wet floor signs, wearing TRIBOND identification badges and uniforms, wearing safety helmets, harnesses, and vests (where and when it is appropriate). We also keep a current list indicating the name of the manufacturer, the brand name/manufacturer, and the intended use of each of the materials, chemicals, and compounds proposed for use in the performance of our work. TRIBOND keeps copies of all MSDS Sheets on file in each janitor's closet and train and certify each of our associates on Blood Borne Pathogens and HIPPA laws.

As part of our safety and security policies and procedures for our staff and facility, we require that only the service center accepts payments and that proper identification (including car magnets, uniforms, and identification) be utilized at all times.

TRIBOND's proposed quality assurance controls that will be used to ensure full contract and work performance compliance include having both Supervisors as well as the Project Manager to inspect each employees work on a daily basis and to correct problems on an immediate basis. Any item that the Supervisor or Project Manager does not identify, but that is brought to our attention is immediately taken care of and a corrective action plan is discussed and immediately implemented to prevent the error in the future. TRIBOND has an internal zero tolerance policy for improper behavior and or service level for all of our associates at all levels.

In order to maintain top quality personnel, TRIBOND provides all of their employees with Comprehensive Benefit Plans that include:

- Life/Disability Insurance
- Health, Dental, and Vision Insurance

- Workers Compensation
- Web-based Benefit Accessibility
- Benefit Assistance Customer Service Program

TRIBOND helps to ensure a safe, healthy, and productive work place by performing drug test and background checks on all of our employees during our Recruitment and Selection Process. Our drug testing is furnished by First Advantage Enterprise Screening Corporation. All of our testing is done at a LabCorp or Quest collection center. TRIBOND performs a 5-panel drug test called a SAP5 that includes testing for the following:

- Phencyclidine
- Marijuana
- Opiates
- Cocaine
- Amphetamines

The results are reviewed by a Medical Review Officer.

TRIBOND's background checks are done by Crimcheck.com. As a standard practice for all employees, TRIBOND runs a 7 year criminal background check, which is the "industry standard." The search is performed on the following:

- All court records at the county and city level for any and all felonies and misdemeanors
- Social Security Trace, to obtain a residential history
- Statewide Sex Offender Search

TRIBOND also has a Risk Management focus with Safety and Loss Prevention Programs that provide additional services and training for the following:

- OSHA Issues & Compliance Management
- Safety Meetings & Training
- Safety Manuals
- Claims Management

TRIBOND's goal is to begin to build a long- term, mutually beneficial, partnership with Leon County. For us, this means attracting and maintaining the very best employees and providing the highest level of communication and services to Leon County.

QUALITY CONTROL

This Quality Control Plan will detail all methods of meeting the standards and responsibilities of all TRIBOND employees servicing Leon County facilities. Including but not limited to:

- ☐ Project Management – Details of how the project will be managed by TRIBOND employees, including the established "Project Manager". It will include the Responsibilities of the Contractor, the Contractor Hours of Operation (by area), Contractor Conduct, Security of the Premises, Roles and Responsibilities, Safe Working Environment, Accident Reporting, Emergency Instructions, Personnel Protective Equipment, and Prevention of Personal Injury/Property Damage. Daily inspections will be made by all supervisors to ensure that all work is completed at 100% compliance to the scope of services.
- ☐ Inspections – All work requested under this contract shall meet all quality and performance standards as detailed in this Quality Control Plan and in the Request for Bid. The work will be inspected daily, weekly, and monthly by the TRIBOND employees, Project Manager, and the Contract Administrator to meet all requirements.
- ☐ Plan Implementation – The service plan will be implemented following the awarding of the proposal/bid to TRIBOND. It will be implemented exactly as is specified in this Quality Control Plan and as per the Request for Proposal specifications. This includes the daily monitoring (both by Leon County and by TRIBOND) of all work performed by the Contractor.
- ☐ Process Improvement Changes – The Contractor's performance will be monitored by the Contractor (employees and Project Manager) and the Contract Administrator. Any services performed that do not meet 100% of the standards outlined in the Request for Proposal will be identified first by TRIBOND employees and immediately corrected, if anything is overlooked, the Project Manager will identify the issue and will correct it immediately. As a last resort, if any standard is not executed to the fullest extent expected, the Contract Administrator will bring it to the attention of the Project Manager and it will be immediately corrected.
- ☐ Correction of Deficiencies – The Contractor will develop strategies to make changes, as necessary, to ensure that the most efficient and effective method of services performed is being used to optimize the results. Any issue that is identified will have a written correction to the working processes and procedures and will become a part of the daily duties of the Contractor.

TRIBOND uses a set of forms and processes that are catered to your specific project. Our Continuous Quality Control Monitoring Plan makes it possible to quickly identify any opportunities before they become an issue. This covers all areas of service including physical tasks being completed and effective and timely communication.

Site Specific Checklists

All TRIBOND projects are tracked on a daily basis on the Project Checklists that are customized for your specific project. There is a daily, monthly, quarterly, and semi-annual checklist that all TRIBOND associates follow. The associate performing each task checks it off as it is completed and signs off on all work being 100% complete (to the service levels specified in the Scope of Services) at the end of their shift. The Project Manager also signs off on each project checklist for each associate on a daily basis. These checklists are also reviewed by the TRIBOND Service Center and are modified as necessary for continuous project improvement.

DAILY PROJECT CHECKLIST

REGULAR MAINTENANCE DAYS -

TRIBOND

SIGNATURE			
ARRIVAL TIME & DEPARTURE TIME	____	____	____
DATE	**MON** __/__/__	**WED** __/__/__	**FRI** __/__/__
SECTION A - DAILY DUTIES			
TOILET ROOMS (Includes all restrooms, public and private, and Holding Cells).			
Sweep floors.			
Mop floors with a disinfectant solution.			
Clean fixtures (toilets, urinals and lavatories) with a non-abrasive cleaner/disinfectant solution			
Clean walls, partitions, doors and other vertical and horizontal surfaces.			
Empty and replace bags in all trash receptacles and sanitary napkin receptacles. Place debris in separate containers for disposal.			
Fill all toilet room dispensers with soap, towels, tissue and related supplies.			
Wipe and clean all bright metal.			
Clean and polish mirrors			
Report any maintenance problems to Facilities Management using the minor maintenance report form.			
Holding Cells. When unoccupied and unlocked, holding cell areas shall be cleaned, including a total disinfecting in and around urinals/toilets on a daily basis. If any toilet or sinks are stopped up, the contractor shall use a plunger to attempt to clear drain lines.			
DATE	**MON** __/__/__	**WED** __/__/__	**FRI** __/__/__
ROOM CLEANING (including break, kitchen, lobbies, corridors and entrances)			
Empty trash receptacles and replace plastic liners in receptacles daily.			
Clean vertical and horizontal surfaces.			
Clean wash basins.			
Fill all dispensers			
VACUUM ALL CARPET COMPLETELY including entrance and exit mats.			
EDGE CARPETING near baseboards and in areas not reached by vacuum			
Mop hard surface flooring with treated medium. Remove any spots. Report any spots that cannot be removed to Facilities Management.			
Mop kitchen's and/or break rooms hard surface flooring with a disinfectant solution, without streaking or leaving any mop debris.			
Clean glass entrance and exit doors and glass panels.			
Clean microwave tops and doors.			
Vendor to move all recyclable waste/trash to designated building location.			
DATE	**MON** __/__/__	**WED** __/__/__	**FRI** __/__/__
ELEVATORS (Doors, floors and walls)			
Clean walls and doors of hand prints and smudges.			
Mop or vacuum floors.			

MAKE CERTAIN THAT YOU ARE IN COMPLETE UNIFORM, INCLUDING ID BADGES - ONLY EMPLOYEES ON PREMISE
MAKE CERTAIN THAT YOU INSERT A √ INDICATING EACH TASK IS COMPLETE FOR THE DAY
MAKE CERTAIN THAT YOU ENTER ARRIVAL AND DEPARTURE TIME FROM THIS LOCATION
TURN OFF ALL LIGHTS, SECURE ALL OFFICES, SECURE BUILDING, SET ALARM

Hazardous Conditions

In addition, all hazardous conditions and items in need of repair are to be reported by the Contractor to the Contract Administrator immediately, written and verbally. All accidents will be reported to the Contract Administrator immediately, written and verbally. All fires will be reported to the appropriate resource for rapid response. All lost and found articles will be turned in to the Contract Administrator. Any unauthorized or suspicious person seen on the premises will be reported to the Contract Administrator immediately, written and verbally.

TRIBOND

ENTER FACILITY NAME HERE

Hazardous Conditions

Description of Hazardous Area	Date Reported	# of Occurrences	Date of Correction	Action Taken

Items In Need of Repair

Description of Item	Date Reported	# of Occurrences	Date of Correction	Action Taken

Lost and Found Articles

Description of Item	Location Item Found	Date Reported/Item Turned In

Reporting Suspicious Person

Description of Individual	Date Reported	Area Suspicious Person Seen	Action Taken

Accident Report

Description of Accident (include any chemicals involved)	Date Reported	Contractor Employee Involved	Witnesses	***ENTER CUSTOMER NAME HERE*** Involved

TRIBOND Employee

Name _____ Date _____

TRIBOND Project Supervisor

Name _____ Date _____

FACILITIES ADMINISTRATOR

Name _____ Date _____

Performance Standards Monitoring

All services performed will be checked off and inspected daily by the Contractor employees and Project Manager. All services will be performed to the standards outlined in the Quality Control Plan and in the Request for Bid. Any service not meeting the performance standards of this contract will be immediately corrected and a written change to the Contractor's process and procedures will be made to ensure compliance. If the Project Manager or the Contract Administrator finds any non-compliance issues, then the following form will be filled out and submitted to/reviewed with the employee and a corrective action plan will be immediately implemented. It is the Project Manager's responsibility to take any necessary action to insure that this non-satisfactory action does not reoccur. Shown below is the short form, a more extensive form is used for TRIBOND employees and is maintained in their employee file and result in disciplinary action, up to and including termination.

TRIBOND

A Full Service Commercial and Residential Maintenance Organization

Performance Deficiency and Corrective Action Plan

Description of Area of Deficiency	Standard Not Met	Date of Complaint	# of Occurrences

Plan to Correct Deficiency

Date of Implementation

TRIBOND Employee

Name Date

TRIBOND Project Manager or Supervisor

Name Date

Communication Logs

TRIBOND requires all of their Project Managers to use a communication log with the point of contact of each account on a per visit basis. This ensures that any questions, concerns, and/or issues are clearly communicated by both parties even if the services are not being provided while the point of contact is present.

COMMUNICATION LOG

ENTER NAME OF ACCOUNT

DATE	NAME	AREA/LOCATION	COMMENT	DATE	NAME	RESPONSE

TRAINING PROGRAM

TRIBOND will have a week long training program, prior to beginning the project to train each of the associates that will be servicing the account on the specific requirement of each facility included in this contract. This will be in addition to the regular introductory and ongoing training that is standard for all TRIBOND associates. All processes and procedures will be demonstrated and then repeated and practiced by each associate until they are 100% comfortable with the requirements of this specific scope of service and the needs of each area of each facility.

A written and physical test will be given to demonstrate each associates understanding of the services to be performed included in the Scope of Services.

TRIBOND provides quarterly training on a minimum of one new piece of equipment, safety techniques, and/or cleaning chemical. All associates are required to receive this ongoing training. There are additional trainings offered that are optional and that all associates are invited to attend. Several of the trainings and certifications that we provide and require are referenced in previous sections of this technical proposal.

TRIBOND has been servicing accounts with size and scope that meet and/or far exceed the size, frequency, and scope of services as required by this contract, since our inception in 2008. A representative list of previous/current contracts is as follows:

- ABC SUPPLY – JANITORIAL AND FLOOR CARE
- ADVANCED DISPOSAL - TRANSFER STATION & SCALE HOUSES – JANITORIAL SERVICES
- ALACHUA COUNTY, FL – CIVIL COURTHOUSE, CRIM. COURTHOUSE & ADMIN FACILITIES – JANITORIAL SERVICES
- BARTOW COUNTY, GA WATER – JANITORIAL SERVICES
- CITY OF DECATUR, GA – HOUSING AUTHORITY – VACANT APARTMENT CLEANING, JANITORIAL SERVICES, GROUNDS SERVICES
- COASTAL BANK AND TRUST – MOBILE, AL – JANITORIAL SERVICES
- COBB COUNTY - COMPOSTING FACILITY – JANITORIAL SERVICES
- COBB COUNTY - TRANSFER STATION – JANITORIAL SERVICES
- COBB COUNTY WATER SERVICES – JANITORIAL SERVICES
- DALTON STATE COLLEGE – JANITORIAL SERVICES
- DEPARTMENT OF DRIVER'S SERVICES - NORCROSS CSC
- FAYETTE COUNTY - JANITORIAL SERVICES (MULTIPLE COUNTY BUILDINGS)
- FL DOT - SEMINOLE COUNTY FLORIDIA - I-4 REST AREA - MAINTENANCE AND JANITORIAL SERVICE
- FLORENCE DARLINGTON TECHNICAL COLLEGE, SC – JANITORIAL SERVICES
- FLORIDA A&M UNIVERSITY – TALLAHASSEE, FL – JANITORIAL AND DORM/APARTMENT CLEANING
- GA DOT - FOREST PARK, GA - FULL JANITORIAL AND RAISED CARPET CLEANING
- GA DOT - GAINESVILLE, GA - FULL JANITORIAL AND RAISED CARPET CLEANING
- GA DOT – ATLANTA, GA – LANDSCAPING AND LAWN CARE
- GAYLORD EYE CARE CENTER – JANITORIAL SERVICES
- GEORGIA AVIATION AUTHORITY - JANITORIAL SERVICES
- GEORGIA CENTRAL TECHNICAL COLLEGE, MACON CAMPUS - EXTERIOR WINDOW WASHING
- GEORGIA DEPARTMENT OF TRANSPORTATION - DALTON, GA
- GEORGIA DOME - WINDOW CLEANING SERVICES
- GEORGIA SOUTHERN UNIVERSITY – GROUNDS MAINTENANCE
- GEORGIA SOUTHERN UNIVERSITY - WINDOW WASHING
- GEORGIA WORLD CONGRESS CENTER - WINDOW CLEANING SERVICES
- HANCOCK BANK (ALABAMA AND MISSISSIPPI) – JANITORIAL SERVICES
- HERNANADO COUNTY, FL – JANITORIAL SERVICES
- HIGH POINT, NC – HOUSING AUTHORITY – JANITORIAL SERVICES
- INDIANA UNIVERSITY OF PENNSYLVANIA – WINDOW WASHING
- JOHNSON CONTROLS INC – MOBILE, AL AND LAFAYETTE, LA – JANITORIAL SERVICES

- MALBIS PARKWAY PEDIATRIC DENTISTRY – JANITORIAL SERVICES
- MANATEE COUNTY, FL – KENNELL CLEANING
- MERRILL P. THOMAS COMPANY, INC./THE MCALEER TUNSTALL COMPANY, LLC – JANITORIAL
- MOBILE AIRPORT AUTHORITY – AIRBUS – WINDOW WASHING SERVICES
- MOBILE ASSOCIATION OF REALTORS – JANITORIAL SERVICES
- MONTANA CAPITOL COMPLEX – WINDOW WASHING
- MUSEUM OF CONTEMPORARY ART OF GEORGIA – JANITORIAL SERVICES
- NORTHWEST GA REGIONAL HOSPITAL, ROME – JANITORIAL SERVICES
- PALM BEACH COUNTY, FL – WINDOW WASHING AND PRESSURE WASHING
- PASCO COUNTY, FL – WINDOW WASHING AND PRESSURE WASHING
- SANDY SPRINGS - HAMMOND PARK CUSTODIAL MAINTENANCE
- SANDY SPRINGS - OVERLOOK PARK CUSTODIAL MAINTENANCE
- SEMINOLE COUNTY, FL - WINDOW WASHING
- SEMINOLE COUNTY SCHOOL BOARD, FL – FLOOR REFINISHING
- SHAW CENTER – BATON ROUGE, LA – WINDOW WASHING SERVICES
- STATE OF ALABAMA – FORENSIC SCIENCES – JANITORIAL SERVICES
- TME ENTERPRISES – LONGWOOD, FL – MAINTENANCE AND JANITORIAL SERVICES
- UNIVERSITY OF FLORIDA – GAINESVILLE, FL – BABY GATORS – JANITORIAL SERVICES
- YELLOW PAGES – PENSACOLA, FL AND MOBILE, AL – JANITORIAL SERVICES

In addition, a detailed list of references is located in the appendix.

ABILITY OF CONSULTANT'S PROFESSIONAL PERSONNEL

The Director of Sales, the Director of Operations, and the Project Manager are the named individuals that will initially be assigned to the provision of these services as requested in the BID. Their resumes are found below and on the following five pages:

Leslie Palmer
1629 Clay Road
Mableton, Georgia 30126
678-677-0022
lesliepalmer@comcast.net

OBJECTIVE

A management position in a growth-oriented organization utilizing my skills in **Merchandising, Sourcing and Marketing Management, Sales and Operations Performance and Profitability Improvement and Revenue Generation and Optimization** in order to:

- design lead innovative strategies to achieve return market dominance as best in-class;
- introduce/streamline processes and programs to improve productivity, effectiveness and bottom line results;
- create/identify opportunities to expand market presence, enhance product offerings and grow sales.

QUALIFICATIONS

- Merchandising Sourcing Mgmt
- Marketing Management
- Budget Management P&L
- Multi-Unit Management
- Advertising Packaging Mgmt.
- Global Market Intelligence
- Sales Operations Performance
- Profitability Improvement
- Cost Internal Quality Controls
- Strategic Planning Alliances
- Efficiency Operations Mgmt.
- Lead Motivate Mentor Train
- Revenue Generation Optimization
- Supplier Dev./Negotiations
- Business/Upscale Transformation
- Product Development Launch
- Brand Image Enhancement
- Program Changers Management

Representative Suppliers: US Ceramic Tile, Armstrong, Armstrong Hardwood, Bruce Hardwood Flooring, Pfaltz & Bauer Industries, Milliken, Beaulieu, Dal Tile, American Olean, Fabrica, Mohawk, Perco, Chemical Mfg, Pfaltz & Bauer, Delta Faucet, American Standard, Moen

EXPERIENCE

Owner/Director of Sales – *Full Service Commercial and Residential Maintenance Organization*
TRIBOND, LLC, GA — 2007 – Present

Product Merchant - *Flooring: Ceramic and Natural Stone Tile*
Import Inventory Merchant - *Flooring Department*
Merchandising Assistant
Merchandising Support
The Home Depot (THD), GA — 1999 – 2007

Assistant Manager and Cake Decorating Specialist *(full time students)*
Ingles Bakery, GA — 1997 – 1999

EDUCATION, PROFESSIONAL and CIVIC

Bachelor of Science in Textile and Fiber Engineering, 1993
Georgia Institute of Technology, GA
Student Council, National Honor Society, Phi Kappa Phi

Certified Six Sigma Green Belt

Professional Memberships and Activities

American Society of Mechanical Engineers (ASME)
American Association of Textile Chemists and Colorists (AATCC)
Trainer: THD Systems and Process, Hong Sourcing Office, Shanghai
Coordinator: several THD Relay and 3-day charity fundraisers

Community and Volunteer Activities

Mentor: Georgia Tech Freshman Mentor Program
Chairperson: Administrative Board and Children of Education
Teacher: Sunday School
Leader: Youth Group
Coach: Cobb and Gwinnett Counties' Department of Recreation Cheerleading Squads

ACHIEVEMENTS

Merchandising, Sourcing and Marketing Management

Designed/Led/Managed marketing, merchandising, sourcing and advertising strategies to grow flooring category from $934 million to $1.01 billion in 7 months. Managed $1 billion budget; researched supplier contracts, spend, co-op dollars and tiered rebate programs; established stretch goals to increase supplier financial commitment; developed individual plans; negotiated with suppliers; identified 12 new suppliers; researched shopping patterns; reduced warehouse advertising; changed print ads to display coordinated, fully-decorated room scenes rather than individual tile pieces; created color-coded point of purchase signage packaging outlining features and benefits of product assortments. **Results:** Financial commitment of co-op and rebate contracts increased $1.65 million; advertising strategy captured $18 million in sales; inspired customers to expand projects through enhanced advertising layouts; signage print at 260 stores increased sales $3.8 million with projected increase of $41 million upon rollout.

Initiated changes to marketing and merchandising to increase revenue from $98 million to $130 million. Perceived need to change packaging from 60-100 lb. boxes with no ability to see inside to 40 lb. boxes with cut-outs for viewing; set packaging and product specifications; redesigned product displays to include trim and accent pieces; evaluated stratified regional sales history; determined regional product needs by season down to store level; analyzed supplier "landed" costs; negotiated and retained 3 of 15 suppliers; smoothed product demand into strategic plan maximizing production efficiencies; executed stocking and special buy programs. **Results:** Enabled customers to view product groupings for value add and impulse buying; increased IMU 30%.

Developed SKU rationalization and stratification process to identify fill gaps in product assortment to ensure competitive edge. Defined gaps; gathered competitive market intelligence; found shift in trends of product types and sizes; examined duplications and gaps in price points; introduced lower opening price point for stocking items to bridge gap from special buys; eliminated loss leaders; made product switch outs and added 3 new products; requested new marketing proposals from suppliers. **Results:** Changed assortment to reflect latest trends; increased sales $39 million with $19.5 million increase in profitability.

Redesigned merchandising program to alleviate high level of shrink and markdowns. Gathered market feedback on competitive assortment and contractor needs; reduced SKUs from 42 to 18; allowed incumbent suppliers to quote on specific product specifications; reduced pack size for lower volume stores; created color-coded, individually wrapped pieces with small opening, enabling customers to see and feel product while eliminating high breakage damage. **Results:** Increased profitability $11.34 million or 65%; reduced suppliers from 7 to 1.

Sales and Operations Performance and Profitability Improvement

Introduced process reducing variability of product arrival dates on direct import products from 21 to 2 days in conjunction with reengineering inventory management process. Noted inconsistencies with inventory levels at distribution centers (DC) and store fill rates; perceived need to tighten shift curve around DC due date; analyzed each step of ordering and supply chain process; aided service providers to decision-making process for container-to-port delivery; developed program for inputting ordering parameters and outputting suggested weekly/monthly order quantities by supplier DC SKU. **Results:** Saved $1.8 billion of inventory with consistent or far smoothing; eliminated need to build additional DCs.

Improved direct import special buy sell-through 119% for all Home Depot operations. Leveraged Six Sigma methodology, researched stratified sell-through of each department's special buys for 24 month period; evaluated buying patterns, promotions and store quantities; created standard process to forecast, buy and allocate any and all items based on store's sales velocity, at subclass level; oversaw implementation process companywide. **Results:** Sell-through increased $1.387 billion during designated promotional sell-through period; saved $348.8 million in markdowns; reduced inventory carrying costs.

Identified/Implemented alternatives to maximize use of container space and minimize freight costs on all direct import shipments. Analyzed issue of shipping half-filled containers due to destination over-the-road weight restrictions; consulted with suppliers and third party logistics providers; devised 3-pronged plan: load containers to water weight restrictions and transload at US port to truck/rail weight, bypass DC by shipping direct to store and change to less restrictive ports. **Results:** Improved profitability $8 million in first year; reduced transit time to stores.

Instituted process to eliminate non-performing merchandise with no sales for more than 4 weeks and increasing profitability. Created/Analyzed weekly schedule to identify all loss leader SKUs and number of affected stores; prioritized SKUs to be addressed; met with suppliers to discuss non-performance and 2-week corrective action plan; reviewed at 60 days to determine future of item. **Results:** Reduced $105 million in inventory and 10% in SKUs.

Revenue Generation and Optimization

Created $25.2 million proprietary branding program while managing $500 million direct import business. Perceived need to distinguish products from competition; worked with product development to develop added features/benefits at same opening price point (OPP) of named brand; co-produced bold, new packaging; established stocking levels, merchandising and special buy endcaps; developed 4 additional products for proprietary line; required usage in "how to install ceramic tile" clinics; designed signage; rolled out product assortment nationally. **Results:** Grew category from $34.8 million; increased OPP 16%.

Drive change to commence merchandising tile (third most searched word on THD website) online. Researched suppliers, THD website and competition; designed navigation road map/path of category; created options sequence and drill down; included product views; added functional tools: "how much tile do I need" calculator and item checklist for installing tile; informed customers of lifetime warranty; presented coordinating accent tile; facilitated customer tracking. **Results:** Transition in progress; enabled customers to make store selections quicker, expediting product sales and value adds.

Added $94 million to $430 million wood flooring category. Analyzed stocking hardwood program; researched current trends and looks of popular floors; identified missing categories; created Thomasville branded, proprietary exotic hardwood program. **Results:** Introduced 3 SKUs at additional price point; offered branded value added products competition unable to provide.

Revitalized wall tile assortment with new and innovative products increasing sales $16.8 million. Evaluated competition's assortment; conducted focus groups; identified gaps and needs specific to glass tile, metals, mosaics, color, texture, size and price point to effectively compete in marketplace; selected new products/discontinued items; designed new signage and packaging; created merchandising fixture and plan-o-gram; launched entire wall tile reset on West Coast. **Results:** Increased IMU of $4.72 million; merchandising plan provided optimal customer shopping experience.

Raina N. Harrison
1239 Cabel s Drive Auburn, GA 30011
(678) 687-9824
rharrison@tribond.net

Professional Profile

I have been employed in the customer service field since the beginning of my working career. I've gained experience from being employed as a movie theater clerk, cashier, head bookkeeper, administrative assistant, bakery manager, executive assistant, and owner of my own business. I have always been in a field that relies heavily on pleasing the client and, regardless of what field I'm working in, I am completely dedicated to each client s individual needs. I thoroughly enjoy working with people, whether it is the client, an associate, or management, and go above and beyond to get this accomplished. I have a work ethic that cannot be matched and I am an extremely confident person in everything that I do. I enjoy challenges and thrive on new experiences.

- Patient, pleasant, and professional customer service style
- High comfort level in Microsoft Word, Excel, Outlook, and Quick Books
- Excellent verbal and written communication skills
- Ability to problem solve quickly
- Knowledge of finance and record keeping
- Extremely organized
- Notary Public
- Ability to multi-task efficiently
- Self starter, motivated, and ability to work with little or no supervision
- Quick learner
- History of commitment to jobs
- Meticulous attention to detail
- High comfort level with web searches, email management, and online database systems
- Demonstrates ability to work in a team
- Leadership ability

Professional Experience

TRIBOND, LLC, Auburn, Georgia
January 1, 2008 - Present
Director of Operations

Achievements

- Established and maintained my own business
- Gained extensive knowledge on private and government contracts
- Learned basic skills of Power Point
- Presented our company to potential clients

Responsibilities

- Research any upcoming bid opportunities
- Keep records of all contacts
- Log all financials into Quick Books
- Maintain work schedules and appointments
- Implement contracts and presentations
- Communicate with and assist all partners in obtaining clients
- Assure complete satisfaction from our clients
- Develop the overall success of the business

Raina N. Harrison • (678) 687-9824 • rharrison@tribond.net

TYZA Industries, LLC, Auburn, Georgia
July 19, 2006 – December 31, 2007
Director of Operations

Achievements:

- Successfully worked from home and maintained a strict work schedule
- Relieved owner of all administrative detail
- Substantiated and accounted for three years of business expenses

Responsibilities:

- Work closely with the owner to assure company and personal success
- Process accounts receivable and payable
- Hiring of additional personnel
- Production of payroll and associated reports
- All travel planning and maintaining owner's schedules
- Coordinate work flow and update tasks accordingly

Ingles Markets #451, Auburn, Georgia
June 19, 1994 – July 19, 2006
Bakery Manager

Achievements:

- 100% Customer Satisfaction Rating
- Increased sales profits to 3rd in a district of 22 stores
- Increased department sales by 5% each year
- Decreased department shrinkage by 50%

Responsibilities:

- Foster genuine relationships with employees and provide training
- Oversee maintenance, appearance, and presentation of department
- Maintain order and the accountability of inventory
- Engage customers through a high level of salesmanship and guarantee their satisfaction with department employees and products
- Supervise 6-10 employees on a daily basis

Education

Georgia Perimeter College, Clarkston, Georgia
Associate of Science Degree with Honors – Business Management
June 11, 1993

Clarkston High School, Clarkston, Georgia
Advanced Academic Diploma with Excellence
June 19, 1988

References

References are available upon request.

Lupe Tesvich
16905 NW Hwy 225
Reddick, FL 32686
631-317-9441
ltesvich@ tribond.net

OBJECTIVE

A management position in a growth-oriented organization utilizing my skills in **Project Management, Sales and Operations Performance and Profitability Improvement** and **Revenue Generation and Optimization** in order to

- design lead innovative strategies to achieve retain market dominance as best-in-class;
- introduce streamline processes and programs to improve productivity, effectiveness and bottom line results
- create identify opportunities to expand market presence, enhance service offerings and grow sales.

QUALIFICATIONS

- Project Management
- Budget Management P&L
- Multi-Unit Management
- Global Market Intelligence
- Sales Operations Performance
- Profitability Improvement
- Cost Internal Quality Controls
- Strategic Planning Alliances
- Revenue Generation Optimization
- Lead Motivate Mentor Train
- Risk Management OSHA Certified Hazard Communication

EXPERIENCE

District Manager
TRIBOND, LLC, MI, NY and Presently FL — 2008 - Present

Customer Service Supervisor
Chervon North America — 2004 2008

Customer Service Manager
The Home Depot, MI and MN — 1994 2004

EDUCATION, PROFESSIONAL and CIVIC

High School Graduate – College Preparatory, 1993
East Patchogue High School, NY

Student, 1994
Macomb Community College, MI

Special Services Safety Trainer, 1995-2004
The Home Depot, MI

Training Specialist of Installed Sales and Special Orders Sales Organization, 1994-2004
The Home Depot, MI

Professional Memberships and Community and Volunteer Activities

Treasurer: Camo and Lace, Gaylord, MI
Team Leader: Habitat for Humanity Building Projects, MI and MN
Volunteer: Operation Christmas Child
Leader: Bible Study

As you can see from her resume, the Project Manager, Lupe Tesvich has been in the Project Manager/Customer Service type capacity since 1994. Not included in her resume, is the initial experience that she obtained while working for her mother's janitorial service while in high school and college. Lupe stays current on all new equipment and processes and procedure improvements in the janitorial industry and uses her vast experience as a springboard of knowledge to build upon. Lupe is familiar with and has worked with numerous local city and county governments throughout the United States for numerous years and is aware of how different and specific the requirements can be from each city and county to another. Lupe is the current Project Manager for the Janitorial Services contract that we currently manage with Leon County and she is completely ground engaged and extremely familiar with how the county works (including its processes and procedures).

TRIBOND does no use subcontractors for any of our projects or contracts.

ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

TRIBOND has the financial stability, the infrastructure in place, the personnel, and the experience to meet all time and budget requirements of this BID and contract.

EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES

The Project Manager will locally manage the contract with Leon County. She lives and is stationed locally and is available for on call/emergency concerns and will have an extremely quick response time and will engage the necessary parties to ensure a timely reaction. In addition to the Project Manager, there are also two TRIBOND Regional Managers that are also in close proximity, are available, and can respond when necessary.

TRIBOND REFERENCES

Client's Name: Florida Department of Transportation – converted to TME Enterprises in 2012
Contact: DOT: Jeff Ryals, Project Manager – TME: Dave Jackson,
Phone #: DOT: 407-977-6530 – TME: 407-883-2845
Address: DOT: I-4 Ritchie Greene Rest Area, Longwood, FL – TME: 18 W Jersey St, Orlando, FL 32806
Dates of Service: DOT: Dec 2010 – Sept 2012 (21 month contract), then TME: Sept 2012 - Present
Project Size: 1,176,120 SF
Project Description: Seminole County I-4 Rest Areas – Cleaning/Maintenance/Repair Services for Longwood/Lake Mary (Ritchie Green) Rest Areas. 24 hours/day, 365 days/year
Manager or key staff person(s) who worked on the project: Chris Tesvich

Client's Name: Alachua County, Florida
Contact: Karla Carusone
Phone #: 352-374-5295
Address: 915 SE 5th Street, Gainesville FL 32601
Email: kcarusone@alachuacounty.us
Dates of Service: April 1, 2013 – Present
Project Size: 264,500 SF
Project Description: Complete Buildings and Grounds Maintenance Services: Regular scheduled janitorial maintenance services five (5) days per week, carpet extraction, VCT stripping and waxing, Exterior and interior window services (including detergent wash, clear water rinse, and squeegee finish of windows)
Manager or key staff person(s) who worked on the project: Lupe Tesvich

Client's Name: The City of Gainesville - Gainesville Community Redevelopment Agency
Contact: Cindi Harvey
Phone #: 352-334-2205
Address: 802 NW 5th Avenue, Suite 200, Gainesville, FL 32601
Dates of Service: February 2013 – Present
Project Size: 12-15 city blocks and Depot Building Context Area, Depot Rail Trail (1100-1300 BLK) & Helyx Plaza, and Innovation Square Roadways (SW 9th Street and SW 3rd Avenue)
Project Description: Grounds Maintenance/Trash Pick Up of eight city streets in downtown Gainesville. Services include, but are not limited to: Litter and debris pick-up and disposal, spraying down of sidewalks with a hose, sidewalk power washing, and oil, gum and miscellaneous stains removal. Weed, pest, and disease control. Pruning Trees, etc. Also, complete landscaping services for three City of Gainesville CRA locations.
Manager or key staff person(s) who worked on the project: Lupe Tesvich

Client's Name: Hancock Bank
Contact: Carmen Akins, Division Facilities Manager
Phone #: Office 228-563-5701 | Mobile 228-323-3077
Address: 2510 14th Street, Gulfport, MS 39501
Dates of Service: January 2008 – Present
Project Size: 50,569 SF
Project Description: We currently provide Complete Buildings and Grounds Maintenance services: Regular scheduled janitorial maintenance services five (5) days per week, Interior and Exterior Window Washing, Additional "On call"/"Will call" services on an as needed basis.
Manager or key staff person(s) who worked on the project: Blaise Tesvich

Additional references available upon request.

Florida Registration:

M08000002128

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

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TALLAHASSEE FLORIDA

N. Gulliver MAY - 6 2008

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: TRIBOND, LLC
(Name of Limited Liability Company)

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

RAINA HARRISON
(Name of Person)

TRIBOND
(Firm/Company)

1239 CABOT'S DRIVE
(Address)

AUBURN GA 30011
(City/State and Zip Code)

For further information concerning this matter, please call:

RAINA HARRISON at (678) 687-9824
(Name of Person) (Area Code & Daytime Telephone Number)

MAILING ADDRESS:
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:
☒ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ☐ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. TRIBOND, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "L.L.C.," "LLC.")

2. GEORGIA
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 26-1653050
(FEI number, if applicable)

4. 1-11-2008
(Date of Organization)

5. PERPETUAL
(Duration: Year limited liability company will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

FILED
08 MAY -5 PM 2:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. 1239 CABOTS DRIVE
AUBURN GA 30011
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here ☐

9. The name and usual business addresses of the managing members or managers are as follows:

RAINA HARRISON 1239 CABOTS DR AUBURN GA 30011
LESLIE PALMER 1629 CLAY RD MABLETON GA 30126

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida:
JANITORIAL SERVICES

Raina N Harrison
Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

RAINA N HARRISON
Typed or printed name of signee

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

TRIBOND, LLC

If name unavailable, the alternate name to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

InCorp Services, Inc.
(Name)

17888 67th Court North
Florida Street Address (P.O. Box NOT ACCEPTABLE)

Loxahatchee FL 33470
City/State/Zip

FILED
08 MAY -5 PM 2:25
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

S. Gibson on behalf of Incorp Services, Inc.
(Signature)

$ 100.00	Filing Fee for Application
$ 25.00	Designation of Registered Agent
$ 30.00	Certified Copy (optional)
$ 5.00	Certificate of Status (optional)

Control No. 08009486

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Karen C Handel, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

TRIBOND, LLC

Domestic Limited Liability Company

was formed or was authorized to transact business on 01/11/2008 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 29th day of April, 2008

Karen C Handel

Karen C Handel
Secretary of State

Certification Number: 2874645-1 Reference: FL
Verify this certificate online at http://corp.sos.state.ga.us/corp/soskb/verify.asp

2014 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 26, 2014
Secretary of State
CC8928095992

DOCUMENT# M08000002128

Entity Name: TRIBOND, LLC

Current Principal Place of Business:

1629 CLAY ROAD SW
MABLETON, GA 30126

Current Mailing Address:

1629 CLAY ROAD
MABLETON, GA 30126

FEI Number: 26-1653050

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TESVICH, CHRISTOPHER C
30700 WEKIVA RIVER ROAD
LOT 218
SORRENTO, FL 32776 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Authorized Person(s) Detail :

Title	MGRM
Name	PALMER, LESLIE M
Address	1629 CLAY ROAD
City-State-Zip	MABLETON, GA 30126

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE LESLIE PALMER MEMBER/OWNER 02/26/2014

Electronic Signature of Signing Authorized Person(s) Detail Date

TRIBOND'S equal opportunity policies and practices.

TRIBOND is committed to employing a diverse workforce. TRIBOND believes in hiring the right individual, based on potential, attitude, and ambition, independent of race, sex, origin, age, etc.

TRIBOND is very conscientious regarding all Equal Employment Opportunity (EEO) federal and state laws. We have strict internal policies regarding discriminatory practices and all TRIBOND associates receive initial (as part of their orientation) and ongoing training on current labor laws and diversity inclusion. TRIBOND pays all of their employees using Fair Labor Standards Act (FLSA) guidelines. TRIBOND prides itself on exceeding the legal requirements and on staying current on all federal and state laws regarding the hiring, employing, and paying of our associates.

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 (AINA)}.

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: TRIBOND, LLC

Signature: Lesli Palm Title: Member/Owner

STATE OF Georgia
COUNTY OF Barrow

Sworn to and subscribed before me this 8th day of March, 2015

RAINA N HARRISON
Notary Public, Georgia
Barrow County
My Commission Expires
December 17, 2018

Personally known ✓

Raina N Harrison
NOTARY PUBLIC

OR Produced identification ____

(Type of identification)

RECEIVED
2014 MAR 10 AM 10: 47
PURCHASING DIVISION
LEON COUNTY

The signee of this Affidavit guarant
affidavit to interrogatories hereinaft

LEON COUNTY RESERVES
AS EVIDEN

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: Member/Owner

Firm: TRIBOND, LLC

Address: 1629 Clay Road SW, Mableton, GA 30126

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

✓ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Member/Owner
Title

March 8, 2015
Date

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

INSURANCE CERTIFICATION FORM

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

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

9 YES 9 NO

Commercial General Liability: Indicate Best Rating: not sure
Indicate Best Financial Classification: not sure
see insurance certificate that follows

Business Auto: Indicate Best Rating: not sure
Indicate Best Financial Classification: not sure
see insurance certificate that follows

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

9 YES 9 NO

Indicate Best Rating: not sure
Indicate Best Financial Classification: not sure

If answer is NO, provide name and address of insurer:
see insurance certificate that follows

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

9 YES 9 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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception 9 ☑

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

Name Leslie Palmer (Typed or Printed) Signature Leslie Palmer

Date 03/08/2015 Title Member/Owner (Company Risk Manager or Manager with Risk Authority)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PAYCHEX INSURANCE AGENCY INC
150 SAWGRASS DR
ROCHESTER, NY 14620
(877) 362-6785
SV996 70A

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 362-6785 | FAX (A/C, No): (877) 677-0447
E-MAIL ADDRESS: paychex@travelers.com
PRODUCER CUSTOMER ID #: 3140M9133

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FARMINGTON CASUALTY COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TRIBOND LLC
1239 CABOTS DR
AUBURN, GA 30011

COVERAGES — CERTIFICATE NUMBER: 5381094 13090130 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB-7933P811-11	03/25/2014	03/25/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

TRIBOND, LLC
1629 CLAY ROAD SW
MABLETON, GA 30126

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Mary J. Swan

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ACORD 25 (2009/09) — The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Winder Insurance Center
125 W. Athens St.
Winder, GA 30680

CONTACT NAME: Robin Whitlock
PHONE (A/C, No, Ext): 7708677441
FAX (A/C, No): 7708671234
E-MAIL ADDRESS: robin@winderinsctr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Insurance	LMI
INSURER B: Old Dominion Insurance Company	40231
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TRIBOND LLC
1629 Clay Road
Mableton, GA 30126

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BKS1556058620	04/02/2014	04/02/2015	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	✓ POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			B1G96301	06/16/2014	06/16/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS / ✓ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

TRIBOND LLC
1629 Clay Road SW
Mableton, GA 30126

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robin Whitlock

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues 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.

Leslie Palm
Signature

Member/Owner
Title

TRIBOND, LLC
Contractor/Firm

1629 Clay Road SW, Mableton, GA 30126
Address

AUBURN

OCCUPATIONAL TAX CERTIFICATE

CITY OF AUBURN, GEORGIA

ISSUED IN ACCORDANCE WITH THE ORDINANCES OF THE
CITY OF AUBURN

TRIBOND, LLC
1239 CABOTS DR.

Mailing Address:
RAINA N. HARRISON
1239 CABOTS DR.
AUBURN, GA 30011

License Number:
000000000183

Non-Transferable
Subject to be revoked if abused

This is a receipt for occupational tax fees from Jan. 1 – Dec. 31, 2015

THIS LICENSE EXPIRES: 12 - 31 - 2015

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Joyce Brown
CITY CLERK

Larry Jones
CITY MANAGER

LOCAL VENDOR CERTIFICATION

TRIBOND DOES NOT CLAIM LOCAL VENDOR

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses, if such a license is required by the relevant local government. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

_____ _____
Signature of Authorized Representative Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20_____.
By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____as identification.
(type of identification)

Return Completed form with supporting documents to:
1800-3 Blair Stone Road
Leon County Purchasing Division
Tallahassee, Florida 32308

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

_____
Serial Number, If Any

CLEANING PLAN

Cleaning Plan: Provide a detailed description of how your company will perform these services to provide quality service. Provide the estimated time each floor will be completed and lights turned off.

A. NIGHT OFFICE CLEANING:

Our Service Center takes the entire scope of services from the bid/contract and creates a daily/nightly checklist. The Project Manager breaks each daily checklist into logical work groups, that is then assigned to specific individuals that are assigned to perform night office cleaning duties. The larger facilities will have a supervisor (in addition to the Project Manager) that will supervise all services that are performed each night to ensure that each item off of the daily checklist has been accomplished and completed to the necessary specifications. In general, we take the square footage that has to be serviced, divide it by 4,000 SF per hour to determine the average number of hours that it will take to service the facility. We then divide that by the time frame alloted to clean that specific facility (up to eight hours) and determine the number of associates required to service that specific facility on each service day. We have numerous will call/floater associates assigned to assist with additional hands on deck when starting a new contract and to be on call when an associate calls in or is no longer with TRIBOND, until their replacement can be named. In addition to these employees, we have additional site managers and the project manager that is assigned to specific facilities to guide the associates and hold them accountable for all services performed. We provide site specific and scope of services specific training two weeks prior to beginning any new contract to insure that each associate is clear on the nuances of each specific facility and of its requirements.

B. COMMON AREA CLEANING:

As with all areas within a facility, common area cleaning is one specific work group that the project manager assigns to specific janitorial associates. They will focus on their specific area of the facility and will insure that all tasks that are included in the daily checklist for their area of service are achieved on a daily basis. These specific tasks and standards will be included in their area/facility specific training that they will receive (in addition to their TRIBOND orientation and training that they receive when initially employed). This account specific training will be conducted two weeks prior to the start date of any new contract. As with night office cleaning, we take the square footage of common area cleaning that has to be serviced, divide it by 4,000 SF per hour to determine the average number of hours that it will take to service these specific areas of the facility. We then divide that by the time frame alloted to clean that specific facility (up to eight hours) and determine the number of associates required to service that specific area of each facility on each service day.

C. HARD FLOOR MAINTENANCE:

We have specific associates that are employed with TRIBOND as flooring specialists. We have Hard Flooring and Carpet cleaning specialists. These people have a minimum of three years of verifiable floor care experience (in their area of expertise - hard surface or soft surface flooring) in facilities of 50,000 SF or larger. They have been vetted and are experts in all methods and techniques of their area of service. TRIBOND continues to provide these associates with ongoing training in all new methods, techniques, and chemical/equipment that become available to continuously improve their skills. These associates are strategically scheduled to perform their specific floor care service in the time frame that the scope of services calls for these services to be performed. This includes all daily, weekly, monthly, and semi-annual services as outlined in the scope of services included with this bid. In order to allow the hard flooring specialist to perform all of the services that they are specifically responsible for, they are not assigned any other tasks outside of their area of expertise.

Bid Title: Custodial Services for Group 4, Other Buildings, Continuing ServiceBid No: BC-

Opening Date: 3/10/15

D. CARPET MAINTENANCE:

We have specific associates that are employed with TRIBOND as flooring specialists. We have Hard Flooring and Carpet cleaning specialists. These people have a minimum of three years of verifiable floor care experience (in their area of expertise - hard surface or soft surface flooring) in facilities of 50,000 SF or larger. They have been vetted and are experts in all methods and techniques of their area of service. TRIBOND continues to provide these associates with ongoing training in all new methods, techniques, and chemical/equipment that become available to continuously improve their skills. These associates are strategically scheduled to perform their specific floor care service in the time frame that the scope of services calls for these services to be performed. This includes all daily, weekly, monthly, and semi-annual services as outlined in the scope of services included with this bid. In order to allow the carpet flooring specialist to perform all of the services that they are specifically responsible for, they are not assigned any other tasks outside of their area of expertise.

E. RESTROOM CLEANING:

TRIBOND has special equipment (including a kaivac machine) that are specially designed for restroom cleaning that allow us to achieve a higher level of cleanliness and sanitation, than with "standard/regular" cleaning methods. One of the "logical working groups" that our project manager assigns to our janitorial associates includes specific employees that are only responsible for restrooms. One of our strategies in splitting up the tasks that each associate is responsible for, is to allow for each associate to remain focused on a much smaller set of tasks to allow for repetition and the resulting expertise and excellence in that specific area of service. We spend an exorbitant amount of time on any new account to get the facility up to the county and our standards. Once we are able to achieve these necessary levels, we consistently work hard each day to maintain this level of cleanliness. This includes utilizing our specialized equipment, chemicals, and cleaning methods to deep clean the restroom areas.

F. DAY CUSTODIAL CLEANING:

As with night office cleaning, our Service Center takes the entire scope of services from the bid/contract and creates a daily/nightly checklist. The Project Manager breaks each daily checklist into logical work groups, that is then assigned to specific individuals that are assigned to perform night office cleaning duties. The larger facilities will have a supervisor (in addition to the Project Manager) that will supervise all services that are performed each night to ensure that each item off of the daily checklist has been accomplished and completed to the necessary specifications. In general, we take the square footage that has to be serviced, divide it by 4,000 SF per hour to determine the average number of hours that it will take to service the facility. We then divide that by the time frame alloted to clean that specific facility (up to eight hours) and determine the number of associates required to service that specific facility on each service day. We have numerous will call/floater associates assigned to assist with additional hands on deck when starting a new contract and to be on call when an associate calls in or is no longer with TRIBOND, until their replacement can be named. In addition to these employees, we have additional site managers and the project manager that is assigned to specific facilities to guide the associates and hold them accountable for all services performed. We provide site specific and scope of services specific training two weeks prior to beginning any new contract to insure that each associate is clear on the nuances of each specific facility and of its requirements.

Bid Title: Custodial Services for Group 4, Other Buildings, Continuing ServiceBid No: BC-

Opening Date: 3/10/15

G. RECYCLING OFFICE PAPER AND CO-MINGLE (bottles and cans):

As part of each daily checklist, TRIBOND will participate in the County's waste Recycling Program by collecting waste to be recycled and depositing it at designated locations. We will utilize the recycling containers will be marked for Newspapers, Computer Paper, Office Paper, and Non-Recyclable Trash. We will not mix items from these containers. We will segregate the waste in the proper carts. All Non-recycled trash will be disposed of into dumpsters. Recyclable items will be placed in the designated storage areas. TRIBOND will comply with any changes regarding the County's recycling program, without additional cost to the County.

H. CARPET DEEP CLEANING:

As with carpet maintenance, the carpet deep cleaning will be performed by the same specific associates that are employed with TRIBOND as flooring specialists. TRIBOND performs a two step process for carpet and upholstery cleaning. TRIBOND uses only environmentally friendly products and chemicals. We first do a pre cleaning of all spotted and heavily stained areas. We follow this by complete carpet and upholstery extraction using the Clearke Bext 300HV Electric Carpet Extractor. TRIBOND uses ZEP Break-Away R.T.U. spot cleaner as a pre-treatment for spots on carpeted and upholstered surfaces. Zep Break-Away is a ready-to-use carpet and fabric cleaner/protectant that utilizes bacteria to eliminate old stains. It can be used as a pre-spotter and it can be used on all types of soils and stains. Continued use provides excellent soil repelling properties. It deodorizes as it cleans and contains fluorotelomer that locks out soil. Break-Away is a member of the Zep GreenLink line of Environmentally Preferred Products (EPP). TRIBOND uses ZEP Lemongrass Extract It-Plus as our carpet/upholstery extractor solution. Zep Lemongrass Extract-It Plus is a concentrated, heavy duty carpet cleaning product that will remove heavy soils and stains. It is designed for use in hot water extraction and bonnet cleaning. Use of Lemongrass Extract-It Plus will help prevent further staining. It is a low-foaming product that has been formulated for new generation fibers. It will leave the carpet with a pleasant lemongrass fragrance. Zep Lemongrass Extract-It Plus is a member of the Zep GreenLink line of EPP. The BEXT 300HV has a built-in 212(F.) degree heater, variable solution pressures of 75 or 300psi, 13 gallon solution tank, 11 gallon recovery tank, and 2 vacuum motors.

I. WINDOW AND BLIND CLEANING:

TRIBOND uses only environmentally friendly/preferred chemicals for all of its window maintenance services. The name of this chemical is "GREEN LINK VERDIZA", by Zep. It is an Environmentally Preferable All-Purpose Hard Surface Cleaner. Its features and benefits are as follows: Zep Green Link Verdiza is a concentrated, all-purpose hard surface cleaner fortified with peroxide and specifically designed for all light to heavy duty cleaning tasks. It is formulated to impart a pleasant lemongrass scent to all surfaces upon which it is used. Zep Green Link Verdiza is a low pH product and contains no harsh solvents, so it is safe on most hard surfaces. Zep Green Link Verdiza is a "Green Seal Certified" cleaning product. Zep Verdiza is a member of the Zep GreenLink line of Environmentally Preferred Products (EPP). TRIBOND is 100% OSHA compliant and is a member of the International Window Cleaning Association (IWCA.) TRIBOND's Project Manager for this project is currently being certified by IWCA as a "High Rise Specialist" herself. Our designated window and blind cleaning associate for this project will also be high rise specialist certified by IWCA. The High Rise Specialist certification includes Commercial Ground, Rope Descent Systems, and Suspended Scaffolds certifications. The window and blind specialist(s) will have performed all services required in this bid on numerous previous projects for at least three years. The windows will be cleaned in a four step method including spot pressure washing (for exterior windows only), detergent wash/scrub, clear water rinse, and squeegee finish. A similar detailed methodology will be implemented for the blinds.

Bid Title: Custodial Services for Group 4, Other Buildings, Continuing ServiceBid No: BC-

Opening Date: 3/10/15

J. DUSTING CLEANING:

TRIBOND associates use hepa filter equipped vacuum cleaners with dusting attachments, microfiber cloths, and microfiber dusters to perform low and high dusting for all service areas contained within the scope of services. Dusting will be performed as to remove all dust, lint, litter, dry soil, etc. from horizontal and vertical surfaces. After dusting, all areas shall be free of dust, cobwebs, dried-soil and soil. They will appear visibly and uniformly clean. As will all other areas of services, dusting will be a designated task, assigned to one or more associates (depending on the specific facility) as their designated area of service.

K. SPECIAL CLEANING:

Special Cleaning will be handled on a case by case basis. Once the Project Manager is contacted and the special/ additional services are requested, they will assign the necessary staff to perform the requested services. TRIBOND is equipped with the necessary personnel to put together a special team to handle any service need that arises with the county. Each special cleaning will be adequately supervised to insure that all tasks are performed and completed to the specifications and in the time frames that are required.

Bid Title: Custodial Services for Group 4, Other Buildings, Continuing ServiceBid No: BC-

Opening Date: 3/10/15

EQUIPMENT AND SUPPLIES

Equipment: List below all equipment to be used for this Contract (such as floor machines, vacuum cleaners, carpet extractors and carpet dryers) and kept on account. List back-up equipment that will be available if needed.

Number	Description	Manufacturer	Size/Capacity
see following page, in addition:			
depends on # of locations	Kaivac No-touch cleaning system	KaiVac	capable of servicing restrooms
			in extremely large facilities

Supplies - Paper Products and Chemicals: List all supplies you propose to use.

Product Use	Brand Name/Manufacturer
see following page	

Attach additional sheets if needed.

TRIBOND EQUIPMENT

TRIBOND owns all of our day in and day out janitorial cleaning equipment. The only equipment that we every obtain on a rental basis are man lifts for window washing projects. On any given day, the quantity of cleaning equipment that we own (such as vacuum cleaners, mops, buckets, floor polishing equipment, etc) varies. TRIBOND has it as our standard practice to purchase all new equipment for each new account as we begin servicing the account. Please see below our "standard new account order". Please note that we do cater each order slightly to accommodate individuality for one account to another.

TRIBOND ALWAYS ORDERS ALL NEW EQUIPMENT FOR NEW ACCOUNTS. This new equipment order will be ordered in duplicate or triplicate for this location.

TRIBOND - NEW ACCOUNT SET UP ORDER

Qty	Item - Description	Detailed Description	Model #
1	Mop Head	Unisan Cut End Wet Mop Head, Cotton, #20 Size, White (UNS2020C)	UNS2020C
1	Mop	Unisan Quick Change Metal Head Mop Handle for #20 & Up Heads, 63" Wood Handle (UNS605)	UNS605
1	mop buckets	Genuine Joe WaveBrake® Mobile Plastic Bucket & Wringer Combo, Yellow, 44 Quart (GJO60466)	GJO60466
1	Dust Mop	Genuine Joe Dust Mop, with Handle, 24 oz, 360 Degree Swivel, Chrome Plated	GJO54101
1	(55Gallon) Garbage Can	Brute® Round Plastic Outdoor Trash Can, 55 Gallon, Gray (RCP265500GY)	RCP265500GY
1	Trash Can Wheels	Rubbermaid Black Brute Twist On/Off Round Dolly	2640-16bk
1	Trash Can Lid	Brute® Round Lid, 26-3/4" Diameter, Gray (RCP265400GY)	RCP265400GY
1	Strap-on Caddy (from rubber made)	Brute® Yellow Caddy Bag (2642YL)	2642YL
1	Broom/ with dust pan (long handle)	Genuine Joe Lobby Dust Pank Combo Kit, 2-Way Handle, Black (GJO02407)	GJO02407
3	Spray bottle (pistol grip sprayer)	Continental Sprayer And Bottle, 24 oz, 3/Pack, Red/White	CMC92235P
1	Feather Duster/ Long handle	Texas Feathers Polywool Duster with Metal Extension Handle, 51" 82"L, Assorted Colors (TXF9442)	TXF9442
1	Bagless Vacuum (upright)	Commercial Upright (from Staples commercial accounts)	
1	Micro fiber cloths	Rubbermaid Microfiber Cleaning Cloth, Blue, Case of 24 (RCPQ605BLU)	RCPQ605BLU
1	Toilet brush	Rubbermaid Toilet Bowl Brush, White Plastic (RUB631000WE)	RUB631000WE
1	100 foot extension cord		FEL99599
1	Face masks	Kimberly-Clark Tecnol Procedure Mask with Pleat and Earloops, Latex Free, 50CT, Blue (KIM47080)	KIM47080
1	Floor scrapers	Unger Scraper Floor Medium Duty 6" (MDSC0UNGER)	MDSC0UNGER
1	Small Gloves	Curad PF Latex Exam Gloves - Glove, Exam, Latex, Pf, Sm (CUR8104)	ANS34725S
1	Large Gloves	Curad PF Latex Exam Gloves - Glove, Exam, Latex, Pf, Large (CUR8106)	ANS34725L
1	X-Large Gloves	Curad PF Latex Exam Gloves - Glove, Exam, Latex, Pf, XL (CUR8107)	ANS34725XL
1	Squeegee	Unger channel 14"brass with bld&clp (GC350UNGER)	GC350UNGER
1	Squeegee Handle	Unger Golden Clip® Pro Brass Squeegee Handles (GP000UNGER)	GP000UNGER
2	5 gallon storage container with on/off valve	Impact Stackrack Jug Refill 5Gallon (7576IP)	7576IP

LIST OF PROPOSED SUPPLIES

As per the scope of services in the bid document, TRIBOND's list of Supplies - Paper Products and Chemicals that we proposed to use are as follows:

- Liquid soap that fits the Soap dispensers - Model 9034-12 800ml, as manufactured by Gojo Industries, Akron, Ohio and will be Kimcare 91059 or equivalent quality. Hand Sanitizer Purell® Green Certified Instant Hand Sanitizer
- Toilet paper that meets the criteria of: Toilet Paper Recycle 2-ply White 4460 or equivalent for toilet tissue dispensers – Model 09686, JRT Escort bulk roll dispenser, as manufactured by Kimberly Clark.
- Toilet Seat Covers Recycle White JR046 or equivalent
- Paper towels that meets the criteria of: Paper Hand Towels Multi-fold Natural FH24790, C-Fold Natural FH25290, Center Pull Down that fit Paper towel dispensers Model 09706 Lev-R-Matic, as manufactured by Kimberly Clark.

LIST OF PROPOSED CLEANING PRODUCTS

All products are manufactured by ZEP Inc, are part of their Green Link Line of products, and their MSDS follow. We maintain a folder/notebook of a complete list of chemicals used, along with the coordinating MSDS on site, for each project/contract.

- VERDIZA
- Zep Sheen
- Floor Finish
- Green Link Floor Stripper
- Lemongrass Extract-It Plus
- Zep Spirit II Ready to Use Detergent Disinfectant
- Breakaway (Carpet Spot Remover)

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	C+L Associates	Nelsonic, Inc.	Contractor's Enterprises
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ 0.073	$ —	$ —
Group 2	$ 0.0749	$ 0.0985	$ 0.07
Group 3	$ 0.109	$ 0.1065	$ 0.07
Group 4	$ 0.15	$ 0.2150	$ 0.07
Group 5	$ 0.135	$ 0.1195	$ —

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Associated Services + Supplies	Tribond	Stockton Maintenance Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ —	$ 0.21	$ 0.0858
Group 2	$ 0.14312	$ 0.21	$ 0.1365
Group 3	$ —	$ 0.21	—
Group 4	$ 0.2416	$ 0.21	—
Group 5	$ —	$ 0.21	—

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Executive Cleaning	USSI	Superior Janitorial Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	No
Base Bid:			
Group 1	$ —	$ 0.093	—
Group 2	—	$ 0.097	$ 1.10
Group 3	$ 0.12	$ 0.105	$ 1.05
Group 4	$ 0.19	$ 0.211	$ 2.35
Group 5	$ 0.092	$ 0.089	$ 1.05

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	C+L Associates	Nelsonic, Inc.	Contractor's Enterprises
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ 0.073	$ —	$ —
Group 2	$ 0.0749	$ 0.0985	$ 0.07
Group 3	$ 0.109	$ 0.1065	$ 0.07
Group 4	$ 0.15	$ 0.2150	$ 0.07
Group 5	$ 0.135	$ 0.1195	$ —

Tabulated By: Shelly Kelley

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Associated Services + Supplies	Tribond	Stockton Maintenance Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	$ —	$ 0.21	$ 0.0858
Group 2	$ 0.14312	$ 0.21	$ 0.1365
Group 3	$ —	$ 0.21	—
Group 4	$ 0.2416	$ 0.21	—
Group 5	$ —	$ 0.21	—

Tabulated By: Shelly Kelley

Attachment #5
Page 2 of 4

LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET
BC-03-10-15-13

Bid Title: Custodial Services, County Wide **Opening Date: Tuesday, March 10, 2015 at 2:00 PM**

Item/Vendor	Executive Cleaning	USSI	Superior Janitorial Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	No
Base Bid:			
Group 1	$ —	$ 0.093	—
Group 2	—	$ 0.097	$ 1.10
Group 3	$ 0.12	$ 0.105	$ 1.05
Group 4	$ 0.19	$ 0.211	$ 2.35
Group 5	$ 0.092	$ 0.089	$ 1.05

Tabulated By: Shelly Kelley

Attachment #5
Page 3 of 4

VENDOR ATTENDANCE LIST
BID OPENING

BID # BC-03-10-15-13 DATE/TIME: March 10, 2015 at 2:00 PM

BID TITLE: Custodial Services, County Wide

PLEASE PRINT:

	REPRESENTATIVE	COMPANY NAME
1.	Don Tobin	Leon County Purchasing
2.	Shelly Kelley	"
3.	Barbara Chance	C & L Associates
4.	Sherry Cason	L.C. Facilities
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PURCHASING DIVISION
LEON COUNTY

Attachment #5
Page 4 of 4

Shelley Cason - Re: Non-Responsive - Custodial Services County Wide, Continuing Services Contract, Bid N BC-03-10-15-13

From: Shelly Kelley
To: Don Tobin, CPPB; Shelley Cason
Date: 5/1/2015 10:19 AM
Subject: Re: Non-Responsive - Custodial Services County Wide, Continuing Services Contract, Bid N BC-03-10-15-13
CC: Colleen Bostic; Shelley Cason

Approved. Please move forward with developing your agenda item.

Shelly W. Kelley, PMP
Leon County Purchasing Director
1800-3 Blairstone Road
Tallahassee, FL 32308
Office: 850-606-1600
Fax: 850-606-1601
Email: kelleys@leoncountyfl.gov
Website: www.leoncountyfl.gov

"People Focused. Performance Driven."

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

>>>

From: Shelley Cason
To: Tobin, CPPB, Don
CC: Bostic, Colleen
Date: 4/30/2015 1:58 PM
Subject: Non-Responsive - Custodial Services County Wide, Continuing Services Contract, Bid N BC-03-10-15-13

Don,

The Facilities Management Custodial Committee, which consists of Shelley Cason, Facilities Sr. Operations Manager, Carl Morgan, Construction Manager, Juan Salter, Operations Supervisor and Ervin Donaldson, Facilities Operations Tech. II has considered the following two bidders non-responsive for the Custodial Services County Wide, Continuing Services Contract, Bid N BC-03-10-15-13. As directed, we will also reference this in our agenda item. The reason for the rejection is as

follows:

Executive Cleaning, Inc.

- The response does not meet the requirements of the solicitation.
  - **Only provided two references, none local**
  - **No cleaning plan**
  - **No List of supplies**
  - **No List of equipment**

Contractors Enterprise, Inc.

- The response does not meet the requirements of the solicitation.
  - **Insufficient information as to references, missing sq. ft., addresses, etc.**
  - **No Operations & Management Plan**
  - **No List of Supplies**
  - **No List of equipment**

Shelley Cason, MBA
Facilities Sr. Operations Manager

Leon County Facilities Management
1907 South Monroe St.
Tallahassee, FL 32301

Phone: 850-606-5012
Fax: 850-606-5001
casons@leoncountyfl.gov
http://www.leoncountyfl.gov/

"People Focused. Performance Driven."

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

Leon County
Board of County Commissioners

Notes for Agenda Item #25

Leon County
Board of County Commissioners

Cover Sheet for Agenda #25

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of Full Board Appointments to the Board of Adjustment and Appeals, Educational Facilities Authority, Planning Commission, and CareerSource Capital Region

---

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

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Appoint Michael Renwick as thea City/County Alternating Member to the Board of Adjustment and Appeals for a term of three years.

Option #2: Appoint Carlos Rey as a full member to the Board of Adjustment and Appeals for a term of three years.

Option #3: Reappoint Patrick Dallet to the Educational Facilities Authority for a term of five years.

Option #4: Reappoint Joe Weil to the Educational Facilities Authority for a term of five years.

Option #5: Appoint Gary Huff to the Educational Facilikties Authority for a term to expire July 31, 2017.

Option #6: Appoint Trish Andrews to the CareerSource Capital Region for a term of three years.

Option #7 Make one appointment to the Planning Commission for a term of three years.

Report and Discussion

Background:

This agenda requests full Board appointments to the Board of Adjustment and Appeals, Educational Facilities Authority, and Planning Commission.

Analysis:

Board of Adjustment and Appeals (BOAA)

Purpose: The BOAA is responsible for determining appeals of code-related (LDRs) interpretations and granting variances to the provisions of the LDRs based on documented hardship (Attachment #1).

Composition: Members serve three-year terms expiring June 30. There are nine members - three from the County plus and alternate, three from the City plus an alternate, and one appointed alternately by County and City. According to the BOAA's Bylaws, members shall not serve more than two full consecutive terms on the Board, whether appointed by the City Commission or the County Commission.

Vacancy: The terms of the County/City alternating member, Mr. Jay Bostwick, and Mr. Cameron Yarbrough expire June 30, 2015. Mr. Bostwick was first appointed to the BOAA by the County in 2009; and, subsequently appointed by the City in 2012. Currently, the County would make the appointment of an alternating member. Mr. Bostwick is no longer eligible to serve. An application from Mr. Michael Renwick has been submitted (Attachment #2).

Additionally, Mr. Yarbrough is no longer eligible to serve. Mr. Carlos Rey has been serving as the County's alternate member to the BOAA and is interested in appointment as a full member.

Table 1: Board of Adjustment and Appeals

Vacant	Applicant	Recommended Action
Jay Bostwick (City/County Alternating Member)	Michael Renwick	Full Board to make appointment.
Cameron Yarbrough	Carlos Rey	Full Board to make appointment.

Educational Facilities Authority

Purpose: The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered as set forth in Chapter 243.22, Florida Statutes (Attachment #3).

Composition: There are seven members appointed by the full Board, with each member serving a term of five years. All members must be residents of Leon County. At least one must be a trustee, director, officer, or employee of an institution for higher education. Additionally, one County Commissioner, appointed by the full Board, serves as a liaison for a two-year term (currently, Chairman Lindley)

Vacancies: The terms of Patrick Dallet and Joe Weil expire July 31, 2015. Mr. Dallet and Mr. Weil are interested in reappointment and are eligible. Ms. Lynn Tipton has resigned and, therefore, an appointment is necessary to fill her unexpired term (Attachment #4). An application has been received from Mr. Gary Huff (Attachment #5).

Table 2: Educational Facilities Authority

Vacancy	**Eligible for Reappointment**	**Recommended Action**
Patrick Dallet	Patrick Dallet	Full Board to make reappointment.
Joe Weil	Joe Weil	Full Board to make reappointment.
Lynn Tipton (resigned)	Gary Huff	Full Board to make reappointment.

CareerSource Capital Region

Purpose: CareerSource provides opportunities for youth and adults to develop and continuously upgrade their knowledge and skills in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets (Attachment #6).

Composition: The Board has seven appointments, representative of the private sector who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. Terms are for three years, expiring June 30.

Vacancy: There is currently a Board-appointed vacancy. New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council. The Chamber has recommended Ms. Trish Andrews for appointment for a three-year term (Attachment #7). Ms. Andrews' application is attached (Attachment #8).

Table 4: CareerSource Capital Region

Vacancy	**Applicant**	**Recommended Action**
Vacant	Trish Andrews	Full Board to make appointment.

Planning Commission

Purpose: The Planning Commission acts as an advisory committee to the City and County Commissions, other governmental agencies within the metropolitan area, individuals, and private agencies seeking its advice and assistance in comprehensive planning and development of the Tallahassee area (Attachment #9).

Composition: There are seven members; three appointed by the County Commission, three appointed by the City Commission, and one member nominated by the School Board, who is confirmed by the City and the County. Members serve three-year terms.

Vacancies: The term of Darryl Jones expires June 30, 2015. Mr. Jones is not seeking reappointment. Applications have been received from Jeff Blair (Attachment #10), Marie Cowart (Attachment #11), Dianne Williams-Cox (Attachment #12), Casey Grigsby (Attachment #13), Elizabeth "Beth" Lewis (Attachment #14), and Tom E. Lewis (Attachment #15).

Table 3: Planning Commission

Vacancy	**Applicants**	**Recommended Action**
Darryl Jones	Jeff Blair Dianne Williams-Cox Marie Cowart Casey Grigsby Beth Lewis Tom E. Lewis	Full Board to make appointment.

Options:

1. Appoint Michael Renwick as the City/County Alternating Member to the Board of Adjustment and Appeals for a term of three years.
2. Appoint Carlos Rey as a full member to the Board of Adjustment and Appeals for a term of three years.
3. Reappoint Patrick Dallet to the Educational Facilities Authority for a term of five years.
4. Reappoint Joe Weil to the Educational Facilities Authority for a term of five years.
5. Appoint Gary Huff to the Educational Facilikties Authority for a term to expire July 31, 2017.
6. Appoint Trish Andrews to the CareerSource Capital Region for a term of three years.
7. Make one appointment to the Planning Commission for a term of three years.
8. Board direction.

Recommendation:

Options #1, #2, #3, #4, #5, #6, and #7.

Attachments:

1. Eligibility & Criteria – Adjustment and Appeals Board
2. Application – Michael Renwick
3. Eligibility & Criteria – Educational Facilities Authority
4. Email from Randy Guemple
5. Application – Gary Huff
6. Eligibility & Criteria – CareerSource Capital Region
7. Letter from the Greater Tallahassee Chamber of Commerce
8. Appliucation – Trish Andrews
9. Eligibility & Criteria – Planning Commission
10. Application – Jeff Blair
11. Application – Marie Cowart
12. Application - Dianne Williams-Cox
13. Application – Casey Grigsby
14. Application – Beth Lewis
15. Application – Tom E. Lewis

Adjustment and Appeals Board (BOAA)

Responsibility:
Responsible for determining appeals of code-related (LDRs) interpretations and granting variances to the provisions of the LDRs based on documented hardship.
County DSEM responsibilities include application intake, preparation of recommendations for Board of County Commissioners review and action, developing and distribution BOAA agendas and notifying the public and interested parties of BOAA meetings.

Created By:
County Ordinance 76-8; Code of Laws Appendix D

Appointments:
9 members:
4 - BCC – three regular plus an alternate
4 - City - three plus an alternate
1 appointed alternately by BCC and City - Alternate appointed by BCC in 2009; City appointment 6/2012

Terms:
3 year terms extending from July 1. Terms expire June 30.
Members shall not serve more than two (2) full consecutive terms on the Board, whether appointed by the City Commission or the County Commission.

Eligibility Criteria:
Eligibility Requirement: Must be a resident of Leon County, an owner of real property, and a taxpayer.
Members file Financial Disclosure Form #1 with Supervisor of Elections.

Schedule:
2nd Thursday of each month @ 1:00 p.m.
Renaissance Center
435 N. Macomb Street
Tallahassee, FL 32301

Contact Person/Staff:
County: Ryan Culpepper
Development Services Director
435 N. Macomb Street
Tallahassee FL 32301
850-606-1300
email: culpepperr@leoncountyfl.gov

Mechelle Cook, Secretary to the Board
850-606-1300
email: cookme@leoncountyfl.gov

City: Greg Harden
Growth Management Dept.
435 N. Macomb Street, Tallahassee, FL 32301
850-891-7100
email:greg.harden@talgov.com

Attorney:
Harold Knowles (Secretary-Angela)
3065 Highland Oaks Terrace
Tallahassee, FL 32301
850-222-3768

Members:

Bostwick, Bobby (Jay) **NO LONGER ELIGIBLE**	Begin Term: 6/1/2012 End Term: 6/30/2015 Type: three years	Original Date: 6/9/2009 Appointed by: Tallahassee City Commission	Alternating City/County member Email: JBostwick@sperryconstruction.com
Yarbrough, J. Cameron **NO LONGER ELIGIBLE**	Begin Term: 3/19/2012 End Term: 6/30/2015 Type: three years	Original Date: 3/19/2009 Appointed by: Board of County Commissioners	Email: Cameron@tsamoutales.com
Akpovo, Christie	Begin Term: 6/1/2012 End Term: 6/30/2015 Type: three years	Original Date: 1/1/2009 Appointed by: Tallahassee City Commission	Email: cjoyner@firstam.com
Wetherell, Ryan	Begin Term: 6/18/2013 End Term: 6/30/2016 Type: three years	Original Date: 4/13/2010 Appointed by: Board of County Commissioners	Email: Ryan.Wetherell@kimley-horn.com
Bass, Edward N.	Begin Term: 11/1/2013 End Term: 6/30/2016 Type: three years	Original Date: 11/1/2013 Appointed by: Tallahassee City Commission	Email: ebass@moorebass.com

Rey, Carlos	Begin Term: 9/2/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/2/2014 Appointed by: Board of County Commissioners	Alternate Member Email: carlosrey.jd@gmail.co@hotmail.com
Trotman, Bradley C	Begin Term: 6/24/2014 End Term: 6/30/2017 Type: three years	Original Date: 6/14/2011 Appointed by: Board of County Commissioners	Email: Brad@killearn.org
Rojas, Luis	Begin Term: 4/1/2014 End Term: 6/30/2017 Type: three years	Original Date: 4/1/2014 Appointed by: Tallahassee City Commission	Email: priv8cit@aol.com
Vacant		Appointed by: Tallahassee City Commission	

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Michael Renwick | Date: 25-Jul-2014

Home Phone: | Work Phone: | Email: redbaron522@aol.com

Occupation: FORESTER | Employer: SELF-EMPLOYEED

Preferred mailing location: Home Address
Work Address:

City/State/Zip:

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? Yes If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 29.00years

Are you currently serving on a County Advisory Committee? Yes
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes
If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Adjustment and Appeals Board 2nd Choice: Educational Facilities Authority

What cultural arts organization do you represent, if any?
NONE

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 4 or more
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian Sex: Male Age: 70
Disabled? No District: District 4

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

I HAVE WORKED WITH THE LEON COUNTY PROPERTY APPRAISER'S OFFICE THE LAST THREE YEAR ON A AGRICULTURE REVIEW BOARD. I AM A LICENSED REALTOR, I ALSO HAVE DEGREES IN FORESTRY, AND PARKS AND RECREATION ADMIN..
I AM A RETIRED COUNTY FOREST FORMERLY WITH THE FLORIDA FOREST SERVICE AS THE GADSDEN COUNTY FORESTER FOR 11 YEARS FROM 1999 TO 2010.
I HAVE A INTEREST IN LEON COUNTY AS A LONG-TERM RESIDENT AND HAVE HAD AND CONTINUE TO HAVE A INTEREST IN EDUCATION AND THE SCHOOL SYSTEM IN LEON COUNTY.
BECAUSE I AM PARTIALLY RETIRED MY TIME IS MY OWN AND I ENJOY PUBLIC SERVICE I WANT TO BE PART OF THE COMMUNITY IN LEON COUNTY

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

Name: PHIL GORNICKI Telephone: 850-222-5646
Address: 402 E. JEFFERSON ST.

Name: STAN ROSENTHAL Telephone: 850-606-5202
Address: LEON COUNTY EXTION OFFICE

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP
AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? No
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.
All statements and information provided in this application are true to the best of my knowledge.

Signature: Michael R. Renwick

This application was electronically sent: 7/25/2014 12:10:30PM

Educational Facilities Authority

Responsibility:
The purpose of the authority shall be to assist institutions for higher education in the construction, financing, and refinancing of projects, and for this purpose the authority is authorized and empowered as set forth in Chapter 243.22, Florida Statutes.

Created By:
Chapter 243, Section 243.21, Florida Statutes

Resolution No. 90-42 , adopted Resolution (7/17/1990)

Appointments:
Seven members appointed by the full Board

One County Commissioner, appointed by the full Board, serves as a liaison for a two-year term

Terms:
Five Year Terms; Terms expire July 31. Number of terms is limited to no more than three consecutive terms specified. Vacancies filled for remainder of an unexpired term.

Eligibility Criteria:
All members must be residents of Leon County. At least one must be a trustee, director, officer or employee of an institution for higher education.

Schedule:
Quarterly (October, January, April, and July), or as needed.

Type of Report:
Within first 90 days of each calendar year, reports to the BCC its activities for the preceding calendar year

Contact Person/Staff:
STAFF:
Randy Guemple, Executive Director
P. O. Box 11154
Tallahassee, Florida 32302
850-228-3982 (Primary)
850-907-9734

Email: LCEFA9@gmail.com

Members:

Kellam, Bob	Begin Term: 9/2/2014 End Term: 7/31/2015 Type: one year	Original Date: 7/24/1990 Appointed by: BOCC	Non-voting Email: lcefa1@hotmail.com
Weil, Joe	Begin Term: 7/13/2010 End Term: 7/31/2015 Type: five years	Original Date: 7/13/2010 Appointed by: BOCC	Email: jw@nccetraining.com
Dallet, Patrick H.	Begin Term: 11/19/2013 End Term: 7/31/2015 Type: unexpired term	Original Date: 11/19/2013 Appointed by: BOCC	Email:
Lindley, Mary Ann Board of County Commissioners	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 Appointed by: BOCC	Notes: Board liaison Email: lindleym@leoncountyfl.gov
Bailey, Dennis Florida State University	Begin Term: 1/27/2015 End Term: 7/31/2016 Type: unexpired term	Original Date: 1/27/2015 Appointed by: BOCC	Email: dbailey@fsu.edu
Tipton, Lynn S. **(Resigned)**	Begin Term: 7/10/2012 End Term: 7/31/2017 Type: five years	Original Date: 3/15/2011 Appointed by: BOCC	Email: ltipton@flcities.com
Billberry, Lori,	Begin Term: 2/26/2013 End Term: 7/31/2018 Type: five years	Original Date: 2/26/2013 Appointed by: BOCC	Email: lbillberry@talcor.com
Proctor, Thomas	Begin Term: 9/2/2014 End Term: 7/31/2019 Type: five years	Original Date: 9/2/2014 Appointed by: BOCC	Email: tomcproctor@gmail.com
Hilaman, William Raymond James & Associates	Begin Term: 6/24/2014 End Term: 7/31/2019 Type: five years	Original Date: 9/21/2004 Appointed by: BOCC	Email: William.Hilaman@RaymondJames.com

From: LCEFA9 <lcefa9@gmail.com>
To: Christine Coble <CobleC@leoncountyfl.gov>
Date: 6/3/15 10:30 PM
Subject: Pat Dallet

Christine,

I just heard from Pat Dallet and he is OK for another term along with Joe Weil. Thanks for reminding me.

I am also aware that we need to fill one more vacancy to finish Lynn Tipton's term.

Randy

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov
Applications will be discarded if no appointment is made after two years.

Name: Gary Earl Huff | Date: 6-24-2015

Home Phone: 219-0606 | Work Phone: 644-0390 | Email: ghuff@fsu.edu

Occupation: Associate Dir - Finance | Employer: Florida State University

Please check box for preferred mailing address.

☐ Work Address:

City/State/Zip:

☑ Home Address *(Required to determine County residency)*

City/State/Zip: 3175 Hawks Landing Drive, Tallahassee, FL 32309

Do you live in Leon County? ☑ Yes ☐ No If yes, do you live within the City limits? ☐ Yes ☑ No
Do you own property in Leon County? ☑ Yes ☐ No If yes, is it located within the City limits? ☐ Yes ☑ No
For how many years have you lived in and/or owned property in Leon County? 13 years

Are you currently serving on a County Advisory Committee? ☐ Yes ☑ No
If Yes, on what Committee(s) are you a member? _____

Have you served on any previous Leon County committees? ☐ Yes ☑ No
If Yes, on what Committee(s) have you served? _____

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Leon County Ed Facility Auth 2nd Choice: _____

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

_____

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days per month would you be willing to commit for Committee work? ☐ 1 ☑ 2 to 3 ☐ 4 or more
And for how many months would you be willing to commit that amount of time? ☐ 2 ☐ 3 to 5 ☑ 6 or more
What time of day would be best for you to attend Committee meetings? ☑ Day ☑ Night Anytime

(*OPTIONAL*) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: ☑ Caucasian ☐ African American ☐ Hispanic ☐ Asian ☐ Other
Sex: ☑ Male ☐ Female Age: 64 Disabled? ☐ Yes ☑ No

District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

"People Focused, Performance Driven."

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

1. Certified Public Accountant - 1980
2. FSU BS in Accounting - 1973
3. California Insurance License - 1992
4. President - Tallahassee QB Club - 2011
5. Board of Directors - Capital Area Red Cross 2003-5 ~
6. Board of Directors - FSU Boosters 2015
7. Board of Directors and Chairman - FSU Varsity Club - 2014-15

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

Name: Randy Guemple Telephone: 228-3982

Address: 293 Thornberg Dr.

Name: Andy Miller Telephone: 644-3484

Address: Florida State University, UC-C 5th Floor

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? ☐ Yes ☐ No
Are you willing to complete a financial disclosure form and/or a background check, if applicable? ☒ Yes ☐ No
Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? ☐ Yes ☒ No If yes, from whom? _____
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? ☐ Yes ☒ No
Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? ☐ Yes ☒ No If yes, please explain. _____
Do you or your employer, or your spouse or child or their employers, do business with Leon County? ☒ Yes ☐ No
If yes, please explain. Civic Center was transferred to FSU to manage. No recurring relationship.
Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? ☐ Yes ☒ No
If yes, please explain. _____

All statements and information provided in this application are true to the best of my knowledge.

Signature: Gary Huff

Please return Application
by mail: Christine Coble, Agenda Coordinator
301 South Monroe Street
Tallahassee, FL 32301
by email: coblec@leoncountyfl.gov
by fax: 850-606-5301
Online: http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx

"People Focused, Performance Driven."

CareerSource Capital Region

Responsibility:
CareerSource Capital Region provides for enhanced coordination, cooperation, collaboration, and outcomes, by and between several entities, both public and private, that are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets.

Develop the region's strategic workforce development plan; identify occupations for which there is a demand in the area served and selecting training institutions that may provide training, in accordance with procurement guidelines and procedures; solicit the input and participation of the local business community in the provision of services for the residents of the region; provide policy guidance and procedures for programs established by CareerSource Capital Region; and, provide oversight and monitoring activities.

Created By:
Federal Public Law 105-220 (Workforce Investment Act of 1998 - Title I)
Section 117, of the WIA and the State of Florida Workforce Innovation Act of 2000
Interlocal Agreement between Leon, Wakulla, and Gadsden County Commissions (Region)

Appointments:
7 - appointed by BCC - private sector representatives- A majority of CareerSource Capital Region shall be representative of the private sector, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility.
- New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council (EDC).

Terms:
Initial terms are 2 and 3 years. All terms thereafter are 3-year terms. Terms expire June 30. Vacancies are filled for the remainder of an unexpired term.

New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council (EDC).

Schedule:
Meets quarterly. Meeting dates and times posted on the CareerSource Capital Region website:
www.careersourcecapitalregion.com

Contact Person/Staff:

Jim McShane, Executive Director
325 John Knox Road, Atrium Building, Suite 102
Tallahassee, Florida 32303
Phone: 850-617-4601
Fax: 850-410-2595
email: jim.mcshane@careersourcecapitalregion.com

Cheryl Cantley, Administrative Assistant
850-617-4602
email: cheryl.cantley@careersourcecapitalregion.com

Members:

Vacant	Begin Term: End Term: Type: unexpired term	Original Date: Appointed by: Board of County Commissioners	Email:
Edwards, Barbara	Begin Term: 3/12/2013 End Term: 6/30/2016 Type: three years	Original Date: 3/12/2013 Appointed by: Board of County Commissioners	Email: Barbara_c_edwards@cable.comcast.com
Smith, George	Begin Term: 9/2/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/2/2014 Appointed by: Board of County Commissioners	Email: george@bmolaw.com
Banks, George C. Summit East Management	Begin Term: 6/24/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/22/2009 Appointed by: Board of County Commissioners	Email: george.banks@summiteast.com
Robinson, Mark,	Begin Term: 3/10/2015 End Term: 6/30/2018 Type: three years	Original Date: 3/10/2015 Appointed by: Board of County Commissioners	Email: mark.robinson@hcahealthcare.com

McFarlain	Begin Term: 10/14/2014 End Term: 6/30/2017 Type: three years	Original Date: 10/14/2014 Appointed by: Board of County Commissioners	
Wienke, Brandon	Begin Term: 4/14/2015 End Term: 6/30/2018 Type: three years	Original Date: 4/14/2015 Appointed by: Board of County Commissioners	Email: brandon.wienke@suntrust.com

June 9, 2015
Commissioner Nick Maddox
Designee to the CareerSource Capital Region - Chief Local Official
Leon County
301 South Monroe Street
5th Floor
Tallahassee, FL 32301

RE: Appointment of Trish Andrews to the open Leon County Seat

Dear Commissioner Maddox,

The Greater Tallahassee Chamber of Commerce would like to recommend Trish Andrews to replace the Marilyn Morales seat. That seat is on the 3 year cycle as required by the Board by-laws to end in 2018.

Trish was employed in Wakulla County until June 1 when she took the new position at Management Recruiters, Inc. in Leon County. She is currently the Treasurer of the CareerSource Capital Region Board and has participated in the National Association of Workforce Boards (NAWB) annual forum in Washington DC. She has been the chair of the Finance Committee for the past year and is likely to become the Vice President of the Board on July 1 after the election of officers at the annual meeting on June 23.

As the Chamber and EDC President, I sit on the CareerSource Capital Region (CSCR) Executive Committee and recommend Trish for approval. This approval would be her second 3-year service and under the CSCR Board By-laws, be allowed one more re-appointment in 2018.

Sincerely,

Sue Dick, President and CEO
Greater Tallahassee Chamber of Commerce
Tallahassee/Leon County EDC

EXECUTIVE COMMITTEE

Rick Moore
Chair

Kathy Bell
Chair-Elect

E. Edward Murray, Jr.
Immediate Past Chair

John Medina
Treasurer

DeWitt Miller
Assistant Treasurer

Sue Dick
President

Terrie Ard

Reggie Bouthillier

Park Broome

Kimberly Crowell

Bill Moor

Jim Murdaugh

Heidi Otway

Mike Roberts

Ron Sachs

Kimberly Smiley

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Tharisicia Andrews | Date: 22-Jun-2015
Home Phone: | Work Phone: | Email: trish@mrrecruiter.com
Occupation: HR/Office Manager | Employer: Management Recruiters of Tallahassee

Preferred mailing location: Home Address
Work Address: 743 EAST TENNESSEE STREET

City/State/Zip: TALLAHASSEE FL 32308

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? Yes If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 20.00years

Are you currently serving on a County Advisory Committee? Yes
If yes, on what Committee(s) are you a member? CareerSource Capital Region - Wakulla County

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: CareerSource Capital Region 2nd Choice:

What cultural arts organization do you represent, if any?
N/A

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:
N/A

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 2 to 3
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: African American Sex: Female Age: 41
Disabled? No District:

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

Currently serve on the Board of Directors for CareerSource Capital Region representing Wakulla County. Would like continue service to the organization as a Representative for Leon County.

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

Name: KITTE CARTER Telephone: 850-219-3043
Address: 743 E TENNESSEE STREET

Name: Telephone:
Address:

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP
AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.
All statements and information provided in this application are true to the best of my knowledge.

Signature: Tharisicia Andrews

This application was electronically sent: 6/22/2015 3:32:15PM

Tharisicia Andrews
3883 Chaucer Court
Tallahassee, FL 32311
tharisicia@hotmail.com
LinkedIn Profile
(850) 559-0583 M

Career Summary

Seven years of extensive, Human Resources and Operations Management experience. Contributed to firm growth by executing business strategies using strong decision making abilities. Proven career track of making positive organizational change, increasing employee satisfaction, production and retention.

Risk Management | Change Management | Financial Management
Business Strategy | Leadership Development
Cross-Functional Team Leadership | Mentoring
Organizational Effectiveness |Critical Thinking
Managing Employees | Staff Development | Team Building
Policies | Human Resources | Recruiting

Work Experience

CSG International 02/2011 - Present
509 Commerce Blvd
Crawfordville, FL 32327
www.csgi.com

Operations Manager (2/2013 – Present)
Manage the daily operations of a mail production facility which includes a team of 4 Shift Supervisors and 70 Non-Exempt employees. Direct and coordinate the development and implementation of activities in the Inserting and Mail Prep areas in order to meet production goals, quality and cost objectives. Manage to budgeted amount by forecasting, setting department production goals and monitoring assigned areas to ensure they remain within the budgetary constraints. Supervise and increase effectiveness and efficiency of operational systems and processes/policies to support CSG's mission.

- Identify and minimize risks to the business
- Manage daily mail production workflow
- Provide opportunities for future development and growth within the team

Human Resources Business Partner (2/2011 – 2/2013)
Managed the daily operations of the Human Resource office under the direction of an HR Director located in Omaha, NE. Managed the administration of the HR policies, procedures and programs. Provided support to the Florida, Omaha and Texas OSC facilities. Carry out responsibilities in the following areas: Human Resource Information Systems (HRIS), employee relations and recruiting. Facilitate HR related issues; assist in the development and administration of policies; lead change and promote deeper HR involvement in the business. Recommend important changes to Managers/Supervisors regarding organizational policies and procedures. Devised and implemented various human resources programs to enhance the company's reputation and ensure amiable relations between employees and management.

- Recruiting and staffing logistics
- Employee orientation, development and training
- Executing change management and long/short term management strategies.

Elbit Systems of America 04/2008 – 04/2011
(Talla-Com Industries)
1721 West Paul Dirac Drive
Tallahassee, FL
www.elbitsystems.com

Human Resource Generalist
Manage daily operations of the Human Resource office under the direction of the HR Director. Manage the administration of human resource policies, procedures and programs. Carry out responsibilities in the following areas: Human Resource Information Systems (HRIS), employee relations and recruiting. Facilitate HR related issues; assist in the development and administration of policies; lead change and promote deeper HR involvement in the business. Recommend important changes to Managers/Supervisors regarding organizational policies and procedures. Establish and analyze FMLA claims to determine eligibility and certification in compliance with state and federal regulations. Communicate FMLA related decisions and ongoing expectations with employees and management. Devised and implemented various human resources programs to enhance the company's reputation and ensure amiable relations between employees and management.

- Analyzed staffing requirements and directed the recruitment process.
- Conducted interviews and issued hiring recommendations
- Employee orientation, development and training
- Executing change management and long/short term management strategies.
- Compensation and benefits administration
- Reconcile and code monthly company invoices (BCBS, Delta Dental, Hartford and VSP) for submission to Accounts Payable
- Coordinate company events (Wellness Program, Employee Fun Day, Company Picnics, etc.) for the Tallahassee Site

Management Recruiters of Tallahassee 11/1996 – 04/2008
743 East Tennessee Street
Tallahassee, FL
www.mrrecruiter.com

Office Manager/Internet Researcher (2005-2008)
Manage daily functions of MR Tallahassee, powered by Management Recruiters International, the world's largest executive search and recruitment organization. Provide support to a staff comprised of (2) Owners, (5) Account Executives, (2) Project Coordinators and (1) Office Assistant in order to assure the best professional relationship for all involved.

- Provide technical support to the Account Executives
- Supervise the daily activities of an Office Assistant
- Maintained computer databases (CAPS – a proprietary database program designed specifically for the executive search/recruiting industry)
- Interviewing, hiring and training new employees
- Numerically tracking office production (daily, weekly and monthly)
- Sourcing candidates and researching company information on the internet
- Communicating with outside vendors and clients

Project Manager/Executive Recruiter (2003-2005)
Responsible for full cycle recruitment in order to fill newly opened positions in the field of Plastics Manufacturing. Cold called companies to determine hiring needs. Experience in working with Hiring Managers to negotiate contracts, rates and payment terms. Worked closely with hiring managers to fill positions under a fast paced, deadline driven atmosphere.

- Built trust and credibility with potential and existing customers
- Strong client interaction, providing assistance to HR, Corporate Recruiters and Hiring Managers
- Pre-screened applicants, scheduled/conducted interviews for qualified candidates
- Conducted searches on a national level via use of proprietary database and cold calling
- Negotiated contracts, salaries and relocation terms.
- Coordinated pre-employment, degree verifications and reference checks on selected candidates.

Project Coordinator/Internet Recruiter (2001-2003)
Assist the Account Executives in locating qualified candidates for existing and potential job orders in the field of Plastics Manufacturing.

- Updating and entering new information into the computer database
- Scouting potential and existing candidates
- Cold calling companies and candidates
- Making career presentations to candidates
- Searching for candidates on the internet

Administrative Assistant/Office Support (1996-2001)
Manage office functions to support a recruiting firm which consists of 2 Owners/Managers, 3 Account Executives and various general office staff.

- Troubleshooting and maintaining office equipment (computers, printers, copier and fax)
- Installing and removing software
- Receiving and routing incoming faxes, mail and email

EDUCATION & QUALIFICATIONS

BT Washington High School (1992)
Diploma

Tallahassee Community College (2004)
Associates in Arts Degree

American Intercontinental University (2007)
Bachelor's Degree in Business Administration

Planning Commission

Responsibility:
Acts as an advisory committee to the City and County Commissions, other governmental agencies within the metropolitan area, individuals, and private agencies seeking its advice and assistance in comprehensive planning and development of the Tallahassee area.

Created By:
Interlocal Agreement:
Cooperative Agreement for Area-wide Planning of the Tallahassee Metropolitan Area - 9/26/1967
Bylaws amended 11/18/1997

Appointments:
7 members:
3 - BCC
3 - City
1 - nominated by School Board

A chairman and vice chairman are elected for a one-year term in September.

Terms:
3 year terms, extending from July 1. Number of terms allowed not specified. County appointees may not serve more than three consecutive terms. Vacancies filled for remainder of unexpired term.

Eligibility Criteria:
Must be residents of Leon County, but shall not be appointed from the membership of any planning/ and or zoning board operating within the exclusive jurisdiction of each government unit.

Schedule:
Planning Commission Meetings:
6 pm, first Tuesday of each month.
8:30 am, Wednesday which is 8 days after the first meeting of each month.

Contact Person/Staff:
Department of PLACE*
*Planning, Land Management & Community Enhancement

Russell Snyder, Land Use Administrator
Tallahassee-Leon County Planning Department
891-6400
email: russell.snyder@talgov.com

Beth Perrine, Administrative Assistant:
Planning Department
891-6400
email: beth.perrine@talgov.com

Attorney: Silvia M. Alderman
106 E. College Avenue, 12th floor
Tallahassee, Florida 32301
850-425-1627 (W)
silvia.alderman@akerman.com

City Contact: Melissa Hinton,
Exec. Secretary to Treasure/Clerk
City Hall; 891-8131
County Contact: Christine Coble
Agenda Coordinator
County Courthouse
606-5300

Members:

Jones, Darryl Eugene Bethel CDC **TERM EXPIRED**	Begin Term: 6/12/2012 End Term: 6/30/2015 Type: three years	Original Date: 7/14/2009 Appointed by: BOCC	Email: dajones32301@yahoo.com
Proctor, Stewart Structure Commercial Real Estate	Begin Term: 6/18/2013 End Term: 6/30/2016 Type: three years	Original Date: 4/10/2012 Appointed by: BOCC	Email: stewart@structureiq.net
Madden, Patrick	Begin Term: 6/10/2014 End Term: 6/30/2017 Type: three years	Original Date: 5/25/2011 Appointed by: Jackie Pons Leon County School Board	Email: pmadden@jacksonville.nef.com
Edmond, Timothy D. The Edmond Group, LLC	Begin Term: 6/24/2014 End Term: 6/30/2017 Type: three years	Original Date: 2/14/2012 Appointed by: BOCC	Email:edmondgroup.tde@gmail.com
Henderson, J. Scott Henderson Planning Group	Begin Term: 7/1/2011 End Term: 6/30/2014 Type: three years	Original Date: 7/1/2011 Appointed by: Tallahassee City Commission	Email: shenderson@hendersonplanninggroup.com

Walker, Barbara	Begin Term: 7/1/2012 End Term: 6/30/2015 Type: three years	Original Date: 7/1/2012 Appointed by: Tallahassee City Commission	
Dantin, Keith	Begin Term: 8/1/2012 End Term: 6/30/2015 Type: unexpired term	Original Date: 8/1/2012 Appointed by: Tallahassee City Commission	Email: kdantin@comcast.net

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Jeff Blair | Date: 08-May-2015

Home Phone: | Work Phone: | Email: jblair@fsu.edu

Occupation: Dispute Resolution Professional | Employer: Florida State University

Preferred mailing location: Home Address
Work Address:

City/State/Zip: TALLAHASSEE FL

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? Yes If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 38.00 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes
If yes, on what Committee(s) are you a member? Leon County Code Enforcement Board

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Planning Commission 2nd Choice: Adjustment and Appeals Board

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 4 or more
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian Sex: Age: 60
Disabled? No District: District 4

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

Examples of Committee Experience:
Leon County Code Enforcement Board (served as chair twice)
Leon County Food Coop (New Leaf Market) Board of Directors
Neighborhood Justice Center Mediator
Leon County Mediation Program co-develpor
Facilitated over 150 committees and over 2000 meetings professionally.

Educational Background:
Conflict Resolution Graduate Program: Florida State University
Bachelors of Science in Social Policy—Advanced Standing Program: Florida State University (Honors)
Associate of Arts: University of Florida
Mediation and Conflict Resolution. 40 Hours. William F. Lincoln. TCC. November 1982.
Certification from National Center for Collaborative Planning and Community Services. July 1983.
Advanced Dispute Resolution. 20 Hours. William F. Lincoln. TCC. March, 1984.

Dispute Resolution Center, Florida Supreme Court. Mediator Training. 20 Hours. October 1998.
Planning Dispute Resolution. Florida State University. Urban and Regional Planning Graduate Program. 1999.
Neighborhood Justice Center. FSU. 1999.
U.S. Institute for Environmental Conflict Resolution, National Roster of Environmental Dispute Resolution and Consensus Building Professionals qualified/approved practitioner
Qualified/approved practitioner on EPA's Environmental ADR Neutrals Roster

Certifications Effective in Leon County:
Florida Supreme Court Certified Mediator 1999
Certified General Contractor 1982

Examples of Community Volunteer Activities:
Leon County Mediation Program. 1999. Designed program (process) and related brochure for a Leon County Florida mediation program for development review disputes.

Leon County Code Enforcement Board. 1989 – 1997. Chaired quasi-judicial review board hearing cases of alleged violations of county ordinances (including environmental, zoning, housing and junk).

Community Interests, Inc.—New Leaf Market (Leon County Food Coop). 1977 – 1998. Served on Board of Directors: served as BPD Chair, Secretary and President of member-owned natural foods market. Served as Board of Directors' facilitator for over ten years.

Americorps. Served as project leader, and coordinated services of workers in renovating and providing renovations and repairs to the homes of low-income families

Habitat for Humanity. Served as project leader, and coordinated services of workers in renovating and providing homes to low-income families.

Rainbow-Rehab. Served as project leader, and coordinated services of workers in renovating a

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

Name: ROBERT JONES Telephone: 850-597-1197
Address: 183 ROSEHILL WEST, TALLAHASSEE, FL

Name: PAM HALL Telephone: 850-445-6007
Address: TALLAHASSEE, FL

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP
AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.
All statements and information provided in this application are true to the best of my knowledge.

Signature: Jeff Blair

This application was electronically sent: 5/8/2015 1:25:59PM

BIO

JEFF A. BLAIR is faculty at Florida State University, and serves as Associate Director for the FCRC Consensus Center. He is principle and owner of *Facilitated Solutions* a consulting company specializing in stakeholder advisory groups, visioning, workplan (strategic action plan) development and strategic planning initiatives. His work for the Center and *Facilitated Solutions* includes facilitation, process design, strategic planning, and consensus-building on complex public policy initiatives. He has worked with federal, state, local government, and private sector representatives to design and implement collaborative approaches to planning, rule making, and dispute resolution with an emphasis on public participation in the design and implementation of policy in over 150 projects and over 2000 meetings. In addition, he teaches classes and conducts trainings in various dispute resolution topics. Ongoing projects include serving as lead facilitator and conflict resolution consultant for agency stakeholder advisory councils and commissions such as the Florida Department of Agriculture and Consumer Services (FDACS) Pest Control Enforcement Advisory Council, Pesticide Review Council, FDACS Agricultural Feed, Seed and Fertilizer Advisory Council, and the Florida Coordinating Council on Mosquito Control, and DBPR's Florida Building Commission including facilitating over 58 special issue stakeholder workgroup projects for the Commission and a total of over 900 individual meetings for the Commission since 1999. He facilitated the Florida Division of Emergency Management's Flood Resistant Standards Workgroup and the Florida Emergency Notification System Vision Workshop**.** He has done work for the National Oceanic and Atmospheric Administration (NOAA) including the National Saltwater Recreational Fishing Summit, Deepwater BP Oil Spill Programmatic Environmental Impact Statement scoping workshops, NOAA Fisheries Chesapeake Modeling Symposium and the Gulf of Mexico Grouper Forum. Work for United States Environmental Protections Agency (USEPA) includes the National Bedbug Summit and the International Public Health Pesticides Workshop in London, England. Work for the private sector includes designing and facilitating the Recreational Boating Stakeholders Growth Summit, and working with National Pest Management Association (NPMA), National Marine Manufactures Association (NMMA), Association for Structural Pest Control Regulatory Officials (ASPCRO), Association of American Plant Food Control Officials (AAPFCO), Florida Green Building Coalition (FGBC), and National Association of Home Builders (NAHB). Mr. Blair has provided facilitation, planning, and process design for numerous agencies, entities, non-profit organizations and associations since 1977. He is a Florida Certified General Contractor and operated a successful design-build firm in Tallahassee Florida from 1980 – 1998 winning the parade of homes three times. He is a graduate of the University of Florida (Philosophy and Anthropology) and the Florida State University (Social Policy and Dispute Resolution).

RELATED SKILLS

- U.S. Institute for Environmental Conflict Resolution, National Roster of Environmental Dispute Resolution and Consensus Building Professionals qualified/approved practitioner http://www.ecr.gov/Resources/Roster/Roster.aspx
- Qualified/approved practitioner on EPA's Environmental ADR Neutrals Roster
- Florida Supreme Court Certified Mediator http://www.flcourts.org/gen_public/adr/certify.shtml
- Association for Conflict Resolution (ACR) member http://www.acrnet.org/
- Linkedin Profile: http://www.linkedin.com/pub/jeff-blair/17/523/b19
- Leon County Florida, Code Enforcement Board. 1999 – 1996. Served as chair.

CURRENT PROFESSION

FSU Faculty (Associate in Research) and Associate Director, FCRC Consensus Center at Florida State University (FSU), January 2004 – Present. (Previously ***Regional Director and Coordinator of Research Projects,*** Tallahassee and South Florida Office, FCRC Consensus Center at FSU 1998 – December 2003).

Responsible for developing and overseeing FCRC Consensus Center projects. Duties include:

- Direct provision of collaborative process services (facilitation, mediation, negotiation, process design, strategic and action planning, consensus-building and process assessment and consultation) in public-policy cases;
- Provision of negotiation, facilitation, communication and effective meetings training to local government and state agency staff, as well as to private sector interests involved in public policy discussions;
- Provision of facilitation and process design training to public and private sector neutrals;
- Consultation with public and private sector interests in public policy and regulatory issues regarding their consensus-building and conflict resolution needs;
- Assistance to public and private sector entities regarding strategic planning and visioning;
- Activities to increase public awareness and use of alternative conflict resolution procedures;
- Administrative activities related to the continued operation of the FCRC Consensus Center; at Florida State University; and,
- Conflict resolution, process design, communication and effective meetings trainings for private and public sector groups including Florida Atlantic University, Florida International University, Florida State University, Miami-Dade College, Miami-Dade County, various state agencies, and various public and private sector industry and regulatory agency associations.

DISPUTE RESOLUTION TRAINING

- Mediation and Conflict Resolution. 40 Hours. William F. Lincoln. TCC. November 1982.
- Certification from National Center for Collaborative Planning and Community Services. July 1983.
- Advanced Dispute Resolution. 20 Hours. William F. Lincoln. TCC. March, 1984.
- Interviewing and Recording. Florida State University. College of Social Work. Fall Semester 1998.
- Dispute Resolution Center, Florida Supreme Court. Mediator Training. 20 Hours. October 1998.
- Planning Dispute Resolution. Florida State University. Urban and Regional Planning Graduate Program. Spring Semester 1999.
- Neighborhood Justice Center. FSU. 12 Credit Hours. 12 Credit Hours. Spring Semester 1999.
- Certification from Supreme Court of Florida, Certified County Mediator. July 1999.

OTHER SKILLS

- Florida Certified General Contractor License
- Owner Blair Homes and Design, 1980 – 1999.
- Three times winner Tallahassee Parade of Homes
- Realtors' Choice award Tallahassee Parade of Homes
- Medaled in over 100 triathlons, duathlons and road-running races

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Marie Cowart | Date: 07-May-2015

Home Phone: | Work Phone: | Email: mcowart@fsu.edu

Occupation:retired | Employer: FSU

Preferred mailing location: Home Address
Work Address:

City/State/Zip: TALLAHASSEE FL

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? No If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 47.00years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes
If yes, on what Committee(s) are you a member? Human Services Grant Committee; previously Senior Services Outrea

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Canopy Roads Citizens Committee 2nd Choice:Planning Commission

What cultural arts organization do you represent, if any?
TMH Foundation, Governor's Panel on Excellence on Nursing Home Care, Woman's Club of Tallahassee, Florida Trust for Historic Preservation

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:
planning, environment, preservation, human dignity

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 2 to 3
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race:Caucasian Sex:Female Age: 78
Disabled? No District:

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

Human Services Grant Committee, Neighborhood Health Clinic, TMH Foundation, Woman's Club of Tallahassee, Florida Trust for Historic Preservation, others

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

Name: DON WILSON Telephone: 850 8789993
Address: 4999 MEANDERING WY

Name: JACK GOODIN Telephone: 850 668 9060
Address: 4150 DIPLOMACY CR

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP
AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? Yes
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.
All statements and information provided in this application are true to the best of my knowledge.

Signature: Marie E Cowart

This application was electronically sent: 5/7/2015 2:42:24PM

1

CURRICULUM VITAE

Marie E. Cowart

Office Address:

Institute on Aging & Public Policy
Florida State University
Tallahassee, FL 32306-3055
(904) 644-8830
FAX (904) 644-2304
E-Mail: mcowart@fsu.edu

or

Department of Urban
and Regional Planning
Florida State University
Tallahassee, FL 32306

EDUCATION:

Columbia University, 1982, Dr.P.H., School of Public Health
Specialty: Health Care Administration
Tulane University, 1966, M.S. Hyg., School of Public Health
University of Florida, 1961, B.S.N.

POSITIONS HELD:

Dean Emerita, College of Social Sciences, 2003-present
Dean, College of Social Sciences, 2000-2003
Interim Dean, College of Social Sciences, 1999-2000.

Senior Scientist, Office of Research, 1999 (parttime)

Professor Emerita, Department of Urban and Regional Planning, 2003-present
Professor of Urban and Regional Planning, Florida State University (1990 to 2003).

Pepper Institute on Aging and Public Policy, Florida State University. Director, 1985-1992. Research Associate, 1992-2003; Affiliate, 2003 - present.

Affiliate, Center for the Study of Population, Florida State University, August 1990 to present.

Professor of Nursing (1986 to 1990), Associate Professor, Community Health Nursing (1977-1986). Assistant Professor, Community Health Nursing (1973-1977). Instructor, School of Nursing (1970-1973). Instructor, Nursing Television Project (USPHS Grant NPG 203-3,3), (1968-1970).

Affiliate Faculty, Interdivisional Marriage and the Family Program, Florida State University, 1988 to 1994.

Staff, staff development and supervisory positions in a number of hospitals, September 1959 to December 1968.

GRANTS and CONTRACTS:

"Comprehensive Cancer Control Project" Contract with the Florida Department of Health, Family Health. Project Di8rector, 2002-2003. $341,998.

"Obesity Prevention Program." Contract with the Florida Department of Health, Project Director, 2002-2003.

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Dianne Williams-Cox | Date: 11-May-2015
Home Phone: | Work Phone: | Email: dwmscox@gmail.com
Occupation: Project Manager | Employer: DWC Management Consulting Services

Preferred mailing location: Home Address
Work Address: 3539 APALACHEE PARKWAY STE 3 #157

City/State/Zip: TALLAHASSEE FL 32311

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes
For how many years have you lived in and/or owned property in Leon County? 26.00years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Planning Commission 2nd Choice: Commission on the Status of Women and Girls

What cultural arts organization do you represent, if any?
None

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:
Please see committees selected

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 4 or more
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: African American Sex: Female Age: 51
Disabled? No District: District 5

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

I have served our local community in various roles including the following:
President of City of Tallahassee Parks and Recreation Capital Park Baseball for more than 10 years; Bethel (Baptist) Empowerment Foundation for seven years; Past President of Chi Upsilon Omega Chapter of Alpha Kappa Alpha Sorority, Inc. where 2 terms of 2 year were severed; Past Cluster Coordinator for the South Atlantic Region of Alpha Kappa Alpha Sorority, Inc.; Member of various ministries at Bethel Baptist Church.

As a contributing member of this vibrant community, I believe that with my experience both professionally and in the community I would bring another prospective that may prove to be beneficial to the committee.

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

Name: TOWANDA DAVIS Telephone: 8503218038
Address: 2300 MONACO DRIVE, TALLAHASSEE, FL

Name: ELAINE BRYANT Telephone: 8503213606
Address: 1882 CAPITAL CIRCLE NE #105 TALLAHASSEE, FL 32308

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP
AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.
All statements and information provided in this application are true to the best of my knowledge.

Signature: Dianne Williams-Cox

This application was electronically sent: 5/11/2015 4:21:31PM

Objective

To obtain a professional opportunity to use skills acquired through Project Management, Business Analysis, Systems Analysis and other Information Technology experiences which will display demonstrated organization, customer service, and effective communication proven by 30 years of experience.

Profile

Results-oriented management professional with over twenty-five years of progressive responsibility and achievement in the development, deployment and maintenance of Information Technology solutions including proposal development, training, technical problem solving, staff development, business and system analysis, system integration, implementation, system testing, project planning, and long-standing record of good customer relations.

Consistently recognized for exceptional organizational, analytical and planning abilities, balanced with excellent interpersonal and communication skills; and posses a strong track record of being a proactive problem-solver, effective team leader and achiever of established performance goals.

Areas of expertise: Information Technology, Business and Systems Analysis, Project Management, Planning Implementation, Quality Assurance, and Training

Skills Summary

- Experienced Project Manager
- Certified Project Management Professional
- Certified Public Manager
- 30 years of experience in IT Professional
- Proven Leadership Abilities
- Proficient in business and systems analysis
- Excellent Process Implementation skills
- Experienced in contract management
- Demonstrated ability to interact effectively with senior management
- Strong verbal and written communication
- Outstanding interpersonal skills
- Excellent issue resolution abilities
- Proficient in Microsoft Office Suite

Professional Experience

06/2011 – Present **DWC Management Consulting Services, LLC**
Owner and CEO
- Providing contractual services to clients in information technology and management consulting

03/2013 – 01/2014 **Department of Revenue Child Support Establishment**
Operations Review Specialist (Business Analyst)
- Provide support for Child Support System for customers
- Identify changes and help with implementation of changes as needed

12/2012 – 03/02013 **ITT Technical Institute** – Tallahassee, Florida
Adjunct Instructor
- Provide weekly instruction and advisement for the following classes:
  - Risk Management in Information Technology Security
  - Information Technology Infrastructure Security
  - Client-Server Networking II
  - Introduction to Programming

03/2012 – 08/2012 **Brandt Information Services** – Tallahassee, Florida
Project Coordinator
- Developed the training deployment plan for a system implementation for over 1000 client sites
- Developed the equipment deployment plan in support of the system implementation for over 1000 client sites

01/2008 - 06/2011 **State of Florida Office of Insurance Regulation - Tallahassee, Florida**
Director of Market Research and Technology
- Managed staff of ten in the technological support and collection of data from insurance companies licensed to do business in the State of Florida
- Supervised the generation of reports for senior management, legislative and governmental decision support
- Liaised between State of Florida Department of Financial Services Division of Information Systems and the Office of Insurance Regulation for technology services
- Provided contract development and management for vendors providing staff augmentation services
- Supported Chief of Staff with daily operational functions
- Reviewed and provided comments on the adequacy of documents and took necessary steps to cure any deficiencies
- Monitored multiple software changes to keep track of all changes made to mission critical systems

- Successfully led multiple key projects which resulted in increased reporting of needed insurance data in a user friendly environment
- Effectively controlled the release of updated hardware and software pertinent to office operations
- Prepared annual renewal of vendor contracts for attorney approval.
- Analyzed office documents for appropriate distribution and filing

07/2006 - 12/2007 **State of Florida Agency for Workforce Innovation**
University of North Florida Early Learning Office - Tallahassee, Florida

Project Manager

- Conducted business analysis which led to complete requirements for system analysis and development
- Liaised between project team and upper management (project director and sponsor)
- Monitored Early Learning Coalitions acquire knowledge of requirements for an centralized automated system
- Worked directly with Early Learning Coalition personnel in the various counties of Florida to achieve a comprehensive gathering of requirements and functionality needed
- Accurately utilized redline format to draft and review quarterly Operational Work Plan
- Analyzed project documents for appropriate distribution and filing

04/2005 - 05/2006 **Chancery Software, Ltd - Vancouver, British Columbia**

Requirements Engineer

- Conducted business and systems analysis to develop an automated system to reconcile between State of Florida Department of Education and the local school district in the calculation of funding for each full time student
- Worked directly with local school district and state personnel to achieve comprehensive requirements
- Researched and updated all required materials

03/2003 - 04/2005 **State of Florida Department of Education - Tallahassee, Florida**

Computer Application Support Manager

- Achieved timely and accurate reports in support of Bureau Chief
- Provided open door management for team of up to 20 employees
- Monitored multiple mission critical databases to keep track of all software changes
- Responsible for creative design of statistical reports for customers of the state's Bright Futures Scholarship program
- Planned, executed and managed staff augmentation grant with University of South Florida

- Supported Chief Financial Officer with daily operational functions
- Analyzed departmental documents for appropriate distribution and filing.
- Reviewed and provided comments on the adequacy of documents and took necessary steps to cure any deficiencies
- Prepared correspondence, accounting and financial documents for analysis

10/2001 - 03/2003 **State of Florida Department of Education - Tallahassee, Florida**

Data Processing Manager

- Achieved effective and efficient management of up to ten team members
- Increased repayment of student loans over two-year period.
- Developed new process for reporting and requesting system changes which resulted in a more efficient release management procedure
- Worked directly with unit manager to support data needs
- Supported Bureau Chief with daily operational functions
- Analyzed departmental documents for appropriate distribution and filing
- Reviewed and provided comments on the adequacy of documents and took necessary steps to cure any deficiencies

04/2001 - 10/2001 **Florida A&M University Computing Center - Tallahassee, Florida**

Computer Applications Specialist

- Supported upper management by generating reports from Student database based on request and performed other business and systems analysis

08/1998 - 10/2001 **Florida A&M University – Tallahassee, Florida**

Adjunct Professor

- Provided weekly instruction and advisement to students enrolled in the Computer and Information Systems Department. Classes taught included Introduction to Microcomputers and COBOL programming languages.

09/1994 - 12/2001 **Cox Computer Consulting Services - Tallahassee, Florida**

Owner

- Provided various information technology consulting services such as training, business and systems analysis, designing and development of software systems for Department of Labor, Department of Transportation, Department of Education and Systems Design of Tallahassee.

09/1986 - 09/1996 **State of Florida - Tallahassee, Florida**

Held various information technology positions with the following Departments:
Health and Rehabilitative Services (Programmer/Analyst),
Education (Programmer/Analyst II),

Management Services (Systems Project Analyst), Legislative Data Center (Systems Analyst), Transportation (Safety Office LAN Manager)

06/1985 - 09/1986 **Harris Government Systems - Palm Bay, Florida**

Computer Programmer

- Provided software support through designing, coding, testing and modifying financial information systems application programs

Education

2006 **Project Management Professional (PMP)**

1993 **Nova Southeastern University**, Fort Lauderdale, Florida
Business Administration - Masters

1992 **Florida State University**, Tallahassee, Florida
Public Management – Certification

1985 F**lorida A&M University,** Tallahassee, Florida
Data Processing Technology –Bachelor of Science

Affiliations and Community Associations

Bethel Missionary Baptist Church, Sunday School Teacher
Capital City Park Baseball, President
Capital City Democratic Women's Club, Past President
Capital Area Community Action Agency, Past Board Member
Leon County Democratic Executive Committee, Past Member
Alpha Kappa Alpha Sorority, Past President
C.K. Steele Scholarship, Honoree-2010

Volunteer

Hartsfield Elementary School, Advisory Council
Riley Elementary School, Advisory Council
Fairview Middle School, Advisory Council
Nims Middle School, Presenter
Rickards High School, PTSO President
Football Boosters, President
School Advisory, Chair
Basketball & Baseball, Booster
Florida High School, Football & Basketball Booster

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Casey Grigsby | Date: 05-May-2015

Home Phone: | Work Phone: | Email: grigsbyce@cdmsmith.com

Occupation: Transportation Planner | Employer: CDM Smith

Preferred mailing location: Home Address
Work Address: 3522 THOMASVILLE ROAD SUITE 300

City/State/Zip: TALLAHASSEE FL 32309

Home Address

City/State/Zip: TALLAHASSEE

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? Yes If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 10.00 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference
1st Choice: Development Support & Environmental Manag 2nd Choice: Planning Commission

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 2 to 3
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian Sex: Female Age: 28
Disabled? No District: District 4

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

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

Name: ZACHARY TEDERS Telephone: 3522194127
Address: 3522 THOMASVILLE ROAD TALLAHASSEE, FL

Name: Telephone:
Address:

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Have you completed the Orientation? No
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No
If yes, from whom?
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No
If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? Yes
If yes, please explain. CDM Smith is an international engineering firm. I do not work on Leon County contracts; however, it is possible that my company has a contract with the county for planning services.
Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain.
All statements and information provided in this application are true to the best of my knowledge.

Signature: Casey Grigsby

This application was electronically sent: 5/5/2015 2:34:31PM

352-210-0121
Tallahassee, FL
caseyerinmckinney@yahoo.com

Professional Experience

CDM Smith

Transportation Planner
September 2012-Present

- Embedded transportation consultant in the Florida Department of Transportation within the Systems Planning, Office of Policy Planning, and the Office of Freight and Logistics Planning.
- Manage the mapping, graphics and production of 160 personalized legislative briefing brochures for the Florida House of Representatives, Florida Senate, as well as 29 Florida Congressional briefings.
- Fiscal assessment and allocation of $9 million for the Florida Small County Outreach Program. Present on SIS facilities, freight & logistics, LBD documents and programming tools to technical audience of engineers, planners, FDOT staff, and elected officials.
- Lead contact for: new contracts/ scope of works between FDOT and the FSU Department of Urban and Regional Planning; public affairs; government relations documents; international trade brochures; client relations.
- Manage all policy and legislative tracking for the FDOT Policy Planning and Systems Planning department. Provide daily and weekly briefings of active legislation to staff.
- Prepare, organize and execute all logistics for the Strategic Intermodal Systems meetings/conferences throughout the state. Responsibilities included statewide coordination, event planning, facility management, hotel accommodations, IT support, solidifying speakers, presentations, tours and public-private partnerships.

The Florida State University Foundation

Executive Assistant-Office of the Vice President
August 2010- September 2012

- Promoted from the Office Administrator of Accounting to establish the Office of the Vice President after one year of service. Manage front desk staff of seven and registration for charitable solicitation in all 50 states.
- Established the FSU Real Estate Foundation a separate 501 (c) 3 to house the University's Real Estate gifts and donations. Directed and managed the sale of two foreign real estate holdings and one gift-in-kind resale.
- Day-to-day and long range assistance in all aspects of governmental relations, policy interpretation, regulatory laws, compliance and Board of Trustees organization. Track and manage all legislative reporting related to non-profits, gift matching, UPMIFA, and the State University System (SUS).
- Serve as liaison to five FSU Direct Support Organizations, Foundation personnel, Board of Trustees, donors and constituents. Assist in the preparation and execution of Board of Trustee meetings and events.

Capital Region Transportation Planning Agency

Contract Planner

May 2010-August 2010

- Collaborate with a team of eight to develop a comprehensive action plan for the North Monroe Street Corridor in Tallahassee, FL to increase pedestrian activity, economic growth for small business, and improve aesthetic brand of the area.
- Organize and executed two public input sessions to assess concerns and suggestions of stakeholders. Developed Fiscal Impact Assessment to provide an economic base analysis for the project.
- Identify and assess existing conditions for landscaping, pedestrian amenities, ADA compliance, and transportation disparities along the corridor. Ensure state, local, and federal regulatory compliance.
- Develop and edit visualization components of the corridor study - including GIS maps, photos, charts, graphs, and renderings of proposed implementations.

Florida House of Representatives

District Secretary for Representative Hugh Gibson

January 2008- May 2010

- Public policy liaison for constituents on available governmental services and acquiring needed aid (i.e. Medicare, Medicaid, V.A. Benefits, etc.) Serve as a liaison between citizens and state agencies.
- Maintain and balance intra-district accounts and financial records, file quarterly financial report with the Florida State Legislature, and execute the final closure of the district office upon retirement of Representative Gibson.

<u>OPS Executive Secretary in House Administration</u>

- Record and process all appearances records in council and committee meetings to The Florida Channel.
- Establish setup, breakdown, and organizational procedure in legislative committee & council meetings. Plan and execute daily legislative luncheons for 120 people.

Dept. of Community Affairs. SFL Ecosystem Restoration Taskforce

Environmental Analyst Intern

August 2009-February 2010

- Analyzed local government's regulations located within the Comprehensive Everglades Restoration Plan
- Review technical reports, interpret Federal, State, and County Future Land Uses and policies surrounding four identified CERP projects to identify potential environmental impacts and conflicts.
- Design and construct updated GIS data and graphics related to environmental hazards, project footprints, and associated project data. Develop a recommendation for corrective action; supply South Florida Ecosystem Restoration Task Force and Department of Community Affairs with accompanying comprehensive report, presentation, and graphics.

Additional Accomplishments

- Published Works:
  - McKinney,C. (2013). Florida Institute of Transportation Engineers; Volume 54, No 1. *Telling the Florida Freight Story.* *http://www.floridasectionite.org/FLITE/FLITE_SPRING2013_WEB.pdf*
  - Cruz, A., Diagne, S., Fernandez, E., McKinney, C., Monroe, A, et.al. (2010). *North Monroe Street Design & Safety Study.* Retrieved from Capital Region Transportation Planning Agency. *http://www.crtpa.org/files/40606751.pdf*
- Awards
  - CDM Smith-Standing Ovation September 2014
  - FDOT Team of the Year 2014: Florida Automated Vehicles 2014
  - CDM Smith- Values in Action for exemplary work on the Florida Automated Vehicles Initiative 2013-2014
  - CDM Smith- Values in Action to the Systems Planning Team May 2013
  - FDOT Systems Planning Team of the Quarter- County and Freight Logistics Overview Project February 2013
  - FDOT Systems Planning- Excellence in Teamwork 2013
- Leadership Tallahassee- Class 31; Chair of LT 2.0 Personal Safety Day
- Big Brothers Big Sisters Mentor- Godby High School
- Urban Land Institute- chosen for the state of Florida Mentor/Mentee Program
- Knight Creative Communities Institute Catalyst Member Lake ELLAvate
- Tallahassee Phi Mu Alumnae Chapter 2007- Present; Former President (2008-2010); Secretary

Skills

- Adept at managing multiple responsibilities simultaneously with an eye for detail. Excellent interpersonal, communication and managerial skills, cooperative, patient, supportive, and loyal team player; enthusiastic attitude motivates increased productivity in others.
- Ability to achieve immediate and long-term goals to meet operational deadlines; strong on follow-up; able to plan ahead with an eye for potential challenges. Excels at conversing with high level donors, constituents, clients, and elected officials.
- People sensitive, while excelling at dealing with difficult personalities, situation, and providing confidentiality.
- Proficient in Windows, Adobe Pro, OMNI, Financial Edge, Raisers Edge, Arc GIS, SPSS, Internet, Lobbytools, Leagis, and Microsoft Suite

Education

MSP, Urban & Regional Planning Concentration in Environmental & Natural Resource Management
Florida State University, Tallahassee, FL: December 2010
B.A. International Affairs with Concentration in Urban Planning and Development
Florida State University, Tallahassee, FL: December 2007

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by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov
Applications will be discarded if no appointment is made after two years.

Name: Elizabeth R. Lewis "Beth" | Date:05/15/2015

Home Phone: | Work Phone: | Email:bethlewis74@hotmail.com

Occupation: Lawyer | Employer: Rayboun Mulligan, PLLC

Please check box for preferred mailing address.

9 Work Address: 105 W. 5th Avenue

City/State/Zip: Tallahassee, Florida 32303

9 Home Address ***(Required to determine County residency)***

City/State/Zip: Tallahassee, Florida 32308

Do you live in Leon County? Yes **If yes, do you live within the City limits?** Yes
Do you own property in Leon County? Yes **If yes, is it located within the City limits?** Yes

For how many years have you lived in and/or owned property in Leon County? 4 years*
*Childhood/schooling in Tallahasssee, resided as an adult since 2011.

Are you currently serving on a County Advisory Committee? No
If Yes, on what Committee(s) are you a member? _____

Have you served on any previous Leon County committees? No
If Yes, on what Committee(s) have you served? _____

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: **Planning Commission** 2nd Choice: _____

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days per month would you be willing to commit for Committee work? 2 to 3
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day or Night

(OPTIONAL) **Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.**

Race: Caucasian
Sex: Female Age: 40 Disabled? No

District 3

"People Focused, Performance Driven."

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

The benefits of the comprehensive planning process are of great importance in that it provides for the preparation of a balanced economic and community development strategy touching on the physical, environmental and social conditions of a community. I believe both my personal and professional experiences qualify me to serve as a thoughtful and engaged member of the Planning Commission. Professionally, I have been involved in land-use planning pertaining to both commercial development as well as development of affordable housing. I have navigated before planning and zoning boards and understand the cooperation and teamwork that must be involved between private development and municipalities to ensure smart planning for the present and future. I have been involved with communities similar to Tallahassee with a solid focus on smart growth and responsible use of its natural resources as well as been involved with communities that are at a disadvantage from poor and/or lack of comprehensive planning in the past. Witnessing the struggles of a community with little comprehensive planning reinforces the importance of active citizen engagement in the community planning process. As a Tallahassee native who has had the benefit of growing up in this unique community, moving away and then returning to raise my family, I am invested in continuing to see Leon County develop and capitalize on its own set of distinctive assets.

Please see attached resume.

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

Name: Rick Barnett Telephone: (850) 224-6301

Address: 225 South Adams Street, Tallahassee, Florida 32301

Name: Michael C. Rayboun Telephone: (850) 907-3313

Address: 105 W. 5th Avenue, Tallahassee, Florida 32303

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Have you completed the Orientation? Yes
Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes
Will you be receiving any compensation that is expected to influence your vote, action, or participation On a Committee? No **If yes, from whom?** _____
Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No
Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? 9 Yes **If yes, please explain.** *At present, none. However, I would need to abstain from any action pertaining to a client I represent with respect to real property matters.*
Do you or your employer, or your spouse or child or their employers, do business with Leon County? No
If yes, please explain. _____
Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No
If yes, please explain. _____

All statements and information provided in this application are true to the best of my knowledge.

Signature: _____

Please return Application
by mail: Christine Coble, Agenda Coordinator
301 South Monroe Street
Tallahassee, FL 32301
by email: coblec@leoncountyfl.gov
by fax: 850-606-5301
Online: http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx

"People Focused, Performance Driven."

ELIZABETH ROWE LEWIS "Beth"
1507 Argonne Road
Tallahassee, Florida 32308
E-mail: bethlewis74@hotmail.com
(850) 597-3015

EDUCATION

Juris Doctor (cum laude). December 2000, Stetson University College of Law, St. Petersburg, Florida.
Member, *Stetson Law Review*
Teaching Fellow, Stetson Research and Writing Program
Recipient, Judge Alexander L. Paskay Award for excellence in bankruptcy

Bachelor of Arts. May 1997, The University of the South, Sewanee, Tennessee.
Major: American Studies
Order of the Gownsmen, Honor Society
Recipient, Tonya Fellowship
President, Intersorority Council

EMPLOYMENT

***Rayboun Mulligan, PLLC,* Tallahassee, Florida.**
Of Counsel (January 2015-Present)
Advise clients as to corporate and real estate legal matters, perform real estate closings, and assist with title research and litigation.

***Goodwood Museum and Gardens, Inc.*, Tallahassee, Florida.**
Executive Director (January 2013-December 2014)
Membership & Development Associate (March 2012-December 2012)
As Executive Director, assisted the Board of Directors with the policy making and funding of the museum as well as oversee the planning, organization, and staffing of the museum. In the role of Membership & Development Associate, assisted with the implementation of membership, development, and volunteer programs and activities.

***Partridge, Snow & Hahn, LLP*, Providence, Rhode Island.**
Real Estate Associate (September 2004-August 2009)
Sustainability Officer (January 2008-August 2009)
Pro Bono Collaborative Committee (October 2006-August 2009)
Advised real estate owners and developers with regards to site acquisition, due diligence, title, land use, subdivision and zoning. Oversaw team of paralegals handling REO residential sales. Developed the *Green Matters* program focusing in part on strategies for energy-and-materials

reduction as well as responsible for keeping regular communication with all stakeholders on the business and environmental benefits of supporting sustainability at the firm. Provided legal aid to parents of at-risk children with special education needs through the Meeting Street School, Providence.

***United States Bankruptcy Court, District of Massachusetts*, Boston, Massachusetts.**
Law Clerk to the Honorable Joan N. Feeney, Chief Judge (December 2002-August 2004)
Assisted with the disposition of Chapter 7 and Chapter 13 cases. Performed research and assisted with drafting court opinions for Chapter 7 and Chapter 13 cases.

***Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis*, Tampa, Florida.**
Litigation Associate (April 2001-November 2002)
Summer Associate (July 1999-August 1999; May 2000-August 2000)
Advised clients with respect to creditors' rights in bankruptcy proceedings. Assisted with general commercial litigation matters, including drafting court documents and attending hearings.

***The Florida Supreme Court*, Tallahassee, Florida.**
Legal Extern for the Honorable Fred. R. Lewis (May 1999-June 1999)
Researched and prepared analysis on jurisdictional briefs submitted to the Florida Supreme Court.

***AmeriCorps/VISTA*, St. Petersburg, Florida.**
Volunteer Coordinator, Florida Department of Juvenile Justice (August 1997-May 1998)
Recruited and enlisted volunteers from Pinellas and Pasco counties to mentor and tutor troubled juveniles; trained volunteers.

RECOGNITION

Recognized as "Associate to Watch" in Real Estate for Rhode Island in *Chambers USA, America's Leading Lawyers for Business* (2007-2009)

Recognized by *Providence Business News* as one of Rhode Island's "Top 40 Under Forty" (2008)

COMMUNITY AFFILATATIONS

Leadership Tallahassee, Tallahassee, Florida.
Graduate, Class 31, 2013-2014

Maclay School Alumni Association, Tallahassee, Florida.
Board Member, 2013-present

The Pawtucket Foundation, Pawtucket, Rhode Island.
Board Member, 2005-2009

The Junior League of Rhode Island, Inc., Providence, Rhode Island.
Member, 2003-2011

- Secretary, 2005-2006
- Fundraising Chair, 2004-2005; 2010-2011

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov
Applications will be discarded if no appointment is made after two years.

Name: Tom E Lewis		Date: May 17, 2015
Home Phone	Work Phone:	Email:meyers32311@aol.com
Occupation: Architect-Attorney-Mediator-Arbitrator	Employer: Self	

Please check box for preferred mailing address.
Work Address:

City/State/Zip: Tallahassee, FL 32317

Home Address *(Required to determine County residency)*

City/State/Zip: Tallahassee, FL 32317

Do you live in Leon County? **Yes** If yes, do you live within the City limits? **No**
Do you own property in Leon County? **Yes** If yes, is it located within the City limits? **No**

Are you currently serving on a County Advisory Committee? No
If Yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? **No**
If Yes, on what Committee(s) have you served?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: **Planning Commission** 2nd Choice:

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days per month would you be willing to commit for Committee work? **4 or more**
And for how many months would you be willing to commit that amount of time? **6 or more**
What time of day would be best for you to attend Committee meetings? **Day or Night works**

(*OPTIONAL)* Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: **Caucasian**
Sex: **Male** Age: **76** Disabled? **No**

District 5 **Yes**

I have spent some45 years of my life involved in Planning and Zoning. I chaired the Orlando Zoning Commission and the Orlando Municipal Planning Board in the 1970. I served in the administration of Bob Graham as his Special Assistant on development and planning matters, the single Assistant Secretary of the

Department of Transportation (FDOT), and was Secretary of the Department of Community Affairs (DCA) when we passed Florida's historic Growth Management legislation and released Rule 9J-5, which still today guides local government planning. The Sector Plan legislation was passed while I was at DCA

I then spent over 18 years with The Walt Disney Co. as Vice President of Development. I was responsible for the local government, regional, state and federal approvals of Disney's Town of Celebration and oversaw its planning, design and early years of construction. Disney was a leader in one of th state's major Sector Plan initiatives – Horizon West (HW). I represented Disney in that endeavor and played a major role in forming the public-private group that had led the development of HW.

I have been an Architect for over 45 years and am a Fellow in the American Institute of Architects. I went to law school in my late 60s and am also an Attorney. I also served two terms on the Florida Commission on Ethics, including being Vive Chairman.

In 2014 I obtained Certification from the Florida Supreme Court to be a Circuit Civil Mediator and Qualified Arbitrator.

I want to give something back to my community here. I have lived here twice – 8 years in the late 70s-early 80s – and now again since 2005 when I returned to be Secretary on the Department of Management Services (DMS). I believe my experience as a Professional, a private businessman and a senior leader in a major private company enable me to make a significant contribution to Planning issues as thy affect Tallahassee and Leon County.

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

See Attached Resume'

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

Name: City Commissioner Scott Maddox
Telephone: 850-222-6020
Address 208 West Carolina – Tallahassee, FL 32301

Name Frederick R. Dudley
Telephone: 850-294-3471
Address: 3522 Thomasville Rd Ste 301 Tallahassee, Florida

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? **Yes**

Are you willing to complete a financial disclosure form and/or a background check, if applicable? **Yes**

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? **No**

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? **No**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? **No**

Do you or your employer, or your spouse or child or their employers, do business with Leon County **No**

If yes, please explain. _____

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? **No**

If yes, please explain. _____

All statements and information provided in this application are true to the best of my knowledge.

Signature: __<signed> Tom E. Lewis__

Please return Application
by mail: Christine Coble, Agenda Coordinator
301 South Monroe Street
Tallahassee, FL 32301
by email: coblec@leoncountyfl.gov
by fax: 850-606-5301
Online: http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx

Tom E. Lewis

1039 Baum Road Tallahassee, Florida 32317 850-491-5983 atty32301@aol.com

Attorney at Law
Architect - FAIA
Certified Florida Supreme Court Circuit Civil Mediator
Qualified Florida Supreme Court Arbitrator

Objective: Build upon my professional background in design, construction, real estate development, procurement and experience in public and private senior executive positions to provide legal, mediation, arbitration and expert witness services to public and private sector clients

Profile:
- Over 50 years of experience as a Professional Manager in public and private settings
- Goal-oriented individual with strong leadership capabilities
- Organized, highly motivated, and detailed problem solver
- Proven ability to facilitate successful solutions with staff, stakeholders and public officials at all levels

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Education:

Bachelor of Science	Georgia Institute of Technology
Bachelor of Architecture	Georgia Institute of Technology
Master of Architecture	Georgia Institute of Technology
Juris Doctor, *Cum Laude*	College of Law, Florida State University

Employment:

Special Consultant to Chief Information Officer / 2014 - 2015
Florida Department of Children and Families
Tallahassee, Florida

Special Consultant to Assistant Secretary of Administration 2013 – 2014
Florida Department of Children and Families
Tallahassee, Florida
- Review of Section 508 Requirements – develop DCF Program

Professionalizing Procurement & Contract Management 2013 - 2014
Executive Leader
Florida Department of Children and Families
Tallahassee, Florida
- thorough evaluation of DCF Procurement Program and Contract Tracking System
- development of DCF Services Procurement Playbook

Governor Scott's Procurement Savings Program 2012-2013
Executive Leader
Office of the Chief Operating Officer
State of Florida – Tallahassee, Florida

Assistant Secretary of Administration 2012
Florida Department of Children and Families
Tallahassee, Florida

Director of Performance Services 2011-2012
Substance Abuse and Mental Health
Florida Department of Children and Families
Tallahassee, Florida

Attorney at Law – Maddox-Horne Law Firm – 2009-2011
Tallahassee, Florida

- law practice in the areas of real estate, land use, growth management, transportation, construction and procurement
- represented local governments in development and approval of Comprehensive Land Use Plans

Attorney at Law - Pennington Law Firm – Tallahassee, Florida 2007-2009

- law practice in the areas of real estate, land use, growth management, transportation, construction and procurement

Secretary, Florida Department of Management Services (DMS) 2005-2007
Tallahassee, Florida

- responsible for total operation of agency providing administrative support to state agencies and employees including human resource, retirement, insurance, procurement, real estate, fleet and information technology services.
- Provided senior management and leadership for 950 employees and a budget of $658 million, delivering services totaling some $7 billion.

Vice President, The Walt Disney Co. 1987-2005
(Disney Development Co., The Celebration Co., Walt Disney Imagineering, Walt Disney World Co.) - Lake Buena Vista, Florida

- Senior executive team developing strategy and managing real estate development at Walt Disney World – for The Town of Celebration, Little Lake Bryan and other non-theme park development
- assisted Reedy Creek Improvement District (RCID) in preparing and submitting its Chapter 163 Comprehensive Plan and subsequent Land Development Regulations, Comp Plan Amendments and Evaluation and Appraisal Reports
- managed government and community affairs for Disney Development Co. and Walt Disney Imagineering
- represented Disney in all matters involving growth management and transportation in Florida with local, regional state, federal governments
- strategy, federal/state / local approvals, and implementation of $750M in major Transportation projects at Walt Disney World
- Executive Sponsor – Disney's Town of Celebration (Business Planning, Planning and Design, Public Approvals, Development)

Secretary, Florida Department of Community Affairs (DCA) 1985-1987
Tallahassee, Florida

- responsible for total operation and senior leadership of state's

Growth Management, Housing and Community Development and Emergency Management agency

- key leader in passage of Florida Growth Management Legislation and adoption of Rule 9J-5 governing all Local Government Comprehensive Land Use Plans

Assistant Secretary, Florida Department of Transportation (FDOT) 1982-1985
Tallahassee, Florida

- responsible for day to day operation of state transportation agency including some 10,000 employees statewide and an annual budget & Work Program of over $5 billion
- successfully established the department's first Quality Assurance Program
- Lead Liaison with Florida Legislature

Special Assistant to Governor Bob Graham
Executive Office of the Governor
Tallahassee, Florida
Governor's Cabinet Aide – 1979 - 1981

President & CEO, Lewis and Burke Associates, Inc. 1974-1979
Architects-Planners 1
Winter Park, Florida

- Founded and managed professional Architectural Firm
- Design and CM for Residential, Commercial and Institutional projects for Public and Private Clients

Military Officer, United States Air Force, Worldwide 1961-1990

- 11 years active duty – 18 years Active Reserve
- Retired Colonel, USAF
- Command Architect-Project Manager - Aerospace Defense Command
- Member, Air Force Design Advisory Council
- Juror, Air Force Design Awards Program

Honors, Awards, Community Service:

College of Fellows, American Institute of Architect
President's Award – Florida Association-American Institute of Architects
Outstanding Professional of the Year - Engineering News Record
Florida Commission on Ethics – Vice Chairman
Kissimmee-Osceola Chamber of Commerce – Chairman
Chairman, Governor Chiles's Commission on Statewide Building Code
Board of Directors, Orlando Area Chamber of Commerce
Board of Directors, Loch Haven Art Center
Board of Directors, Central Florida Boys and Girls Club

Leon County
Board of County Commissioners

Notes for Agenda Item #26

Leon County
Board of County Commissioners

Cover Sheet for Agenda #26

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Second and Final Public Hearing to Adopt the Proposed Ordinance Revising the Leon County Land Development Code to Amend the Rural Zoning District

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the second and final Public Hearing and adopt the proposed Ordinance revising the Leon County Land Development Code to amend the Rural Zoning District (Attachment #1).

Report and Discussion

Background:

The proposed Ordinance to amend the Rural zoning district (Sec. 10-6.612, Land Development Code) is in response to direction by the Board, as well as response to proposed amendments to the Rural Future Land Use (FLU) Category. On September 23, 2014, the Board approved a Settlement Agreement as a result of litigation involving the Keep It Rural Coalition (KIRC), Thelma Crump, and Leon County concerning a proposed development within the Rural zoning district. One of the terms of the Settlement Agreement required the County to consider amendments to the Rural FLU category to determine whether commercial development was appropriate on properties designated "Rural" on the Future Land Use Map of the Comprehensive Plan. An application for a Comprehensive Plan Amendment to the Rural FLU Category was submitted by the KIRC on September 26, 2014. The amendments also address the Board's Strategic Initiative to "protect the rural character of our Rural Land Use Category," adopted by the Board on January 27, 2015. Additional amendments to the Definitions and Commercial Site Location Standards of Chapter 10 are necessary in order to fully implement the changes to the Rural zoning district.

This proposed Ordinance is essential to the following FY2012-2016 Strategic Initiative that the Board approved at their January 27, 2015 meeting:

- Protect the rural character of our Rural Land Use Category (2015)

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

- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6, 2012)
- Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts. (Q7, 2012)

Analysis:

Definitions. (Sec. 10-1.101)

This section of the Leon County Land Development Code (LDC) contains the definitions of terms and phrases commonly utilized in the remaining sections of Chapter 10. This section is proposed for amendment to include three new definitions intended to assist in the implementation of amendments to the Rural zoning district. The three new definitions are as follows:

- *Agritourism* – shall mean any agricultural related activity consistent with a bona-fide farm or ranch or in a working forest, which allows members of the general public to view or enjoy activities related to farming, ranching, historical, cultural, or harvest-your-own attractions for recreational, entertainment, or educational purposes.
- *Ecotourism* – shall mean tourism that focuses on the appreciation of natural areas, wildlife, or cultural and historical resources and strives to minimize ecological impact or damage. This nature-based tourism involves education and interpretation of the natural environment and is managed to be ecologically sustainable. Activities may include cycling, camping, fishing, hunting, paddling, hiking, birding, visiting scenic by-ways, agritourism, and wildlife viewing.
- *Natural resource based activities* – shall mean activities directly dependent upon naturally occurring resources, such as minerals, forests, water, and fertile land. These

activities include, but are not limited to, farming, forestry, grazing, mining, hunting, and fishing.

In developing language for the LDC to implement the proposed amendments, these activities were identified as uses that would be consistent with the intent of the Rural FLU category and implementing zoning district. Neither term is currently defined in the Comprehensive Plan, although these terms will be included with the proposed Comprehensive Plan amendment for the Rural FLU category. The inclusion of these definitions furthers the intent of the Rural zoning district to provide non-residential uses that are functionally related to and supportive of agriculture, silviculture, and other uses that rely on the naturally occurring resources on a site.

Rural Zoning District (Sec. 10-6.612)

On September 2, 2014, the Board adopted amendments (Ordinance14-14) to the LDC to revise the Rural zoning district. These revisions further limited the location of minor commercial activity within the Rural zoning district by reducing the number of intersections eligible for minor commercial development from over 200 intersections to approximately 26 intersections. Subsequently, the Settlement and Forbearance Agreement, hereinafter referred to as "Agreement," was approved by the Board on September 23, 2014 (Attachment #2). The Agreement terms required the County to remove specific land uses from the Rural zoning district, namely gas stations, fuel oil dealers, and liquefied petroleum gas dealers.

On December 9, 2014, the Board adopted Ordinance 14-17 amending the Rural zoning district to remove those referenced uses from the list of allowable land uses. The terms of the Agreement also required the County to consider an amendment to the Rural FLU category to evaluate whether commercial development was appropriate in the Rural zoning district. In addition, on January 27, 2015, the Board ratified actions taken at their December 8, 2014 Board Retreat, which included adopting a new Strategic Initiative to "protect the rural character of our Rural land use category."

An application to amend the Rural FLU category (PCT150105) was filed by KIRC. The proposed Comprehensive Plan amendment to the Rural FLU was reviewed by the Local Planning Agency at a workshop on March 30, 2015, and at a Public Hearing on April 6, 2015. The proposed Comprehensive Plan amendment received approval for transmittal at a Joint City-County Transmittal Public Hearing on April 14, 2015, and was subsequently adopted at the Joint City-County Adoption Public Hearing on May 26, 2015. The Comprehensive Plan Amendment will become effective no later than July 11, 2015, assuming no challenges to same. The Comprehensive Plan amendment to the Rural FLU will require a corresponding amendment to the Rural zoning district of the LDC.

Staff has collaborated with the representatives of KIRC to draft new language for the Rural FLU, as well as the implementing provisions in the LDC for the Rural zoning district. This new language is consistent with the intent of KIRC to "protect and enhance the rural areas" and "promote agricultural land uses, as well as preserve its natural resources." In general, the provisions specifically allow agriculture, silviculture, and natural resource-based uses while continuing to note that residential development is limited to one dwelling unit per 10 acres. The provisions specifically prohibit uses that are not functionally related to or supportive of agriculture, such as convenience stores, gas stations, and manufacturing.

A key component of the change is allowing retail uses as part of a bona fide agricultural operation, provided the retail uses are functionally related to or supportive of the primary agriculture, silviculture, or natural resource based use. Bona fide agricultural operations will be those operations that have an agricultural exemption through the Florida Department of Agriculture. This change would potentially allow commercial uses at locations other than intersections, which have traditionally been where commercial uses in the Rural area have been located. However, some commercial activity will continue to be located at the intersection of arterial/arterial or arterial/major collector roadways.

Staff notes that the Florida Right to Farm Act preempts local governments from adopting land development standards and regulations for agricultural uses (Attachment #3). Florida Statute 823.14 states the following:

> "…a local government may not adopt any ordinance, regulation, rule, or policy to prohibit, restrict, regulate, or otherwise limit an activity of a bona fide farm operation on land classified as agricultural land."

The Florida Right to Farm Act specifically addresses agricultural uses/activities such as, but not limited to, farm stands as "farm operations," and exempts them from local regulation. Farm operation is defined in the Act as:

> "all conditions or activities by the owner, lessee, agent, independent contractor, and supplier which occur on a farm in connection with the production of farm, honeybee, or apiculture products and includes, but is not limited to, the marketing of produce at roadside stands or farm markets…"

By exempting bona fide agricultural uses and farm operations governed by the Florida Right to Farm Act, allowable non-residential uses are proposed to be limited to the intersection of major collector/arterial or arterial/arterial designated roadways. This further limits the location of allowable non-residential uses and provides greater certainty and predictability regarding where those uses can occur in the Rural areas.

<u>Commercial Site Location Standards (Sec. 10-6.619)</u>
The commercial site location standards currently apply to those sites located in the Rural, Urban Fringe, Activity Center, Rural Community, Lake Protection, Residential Preservation, Lake Talquin/Urban Fringe, and Industrial zoning districts. These standards are intended to direct development towards intersections and prevent strip commercialization. This section classifies commercial development into three categories: 1) minor commercial; 2) neighborhood commercial; and 3) regional commercial. Minor commercial, which is the least intensive commercial classification, is generally associated with the sale of convenience goods and services to the immediate residential area, while regional commercial is generally associated with major shopping centers.

Currently, within the Rural zoning district, non-residential uses generally must comply with minor commercial location standards. However, with the proposed amendments to the Rural FLU, and more specifically the Rural zoning district, the location and development standards for non-residential in the Rural area will be provided for within the Rural zoning district regulations. Therefore, references to Rural in the commercial site location standards of Sec. 10-6.619 are no longer necessary and are proposed for removal.

DSEM Citizen's User Group Recommendations

Staff provided the proposed Ordinance to the DSEM Citizen's User Group for review and recommendations at their April 23, 2015 meeting. During this meeting, the User Group had four main questions/recommendations: 1) should equestrian uses be included as a principal use; 2) outdoor shooting ranges should be allowed; 3) should more of the Right to Farm Act (Florida Statute 823.14) be included within the Ordinance; and, 4) recommended a reduction in the allowed number of recreational vehicles (RV) per acre within proposed RV parks. Ultimately, the User Group recommended approval of the proposed Ordinance, subject to addressing the comments noted.

Staff has evaluated the comments and recommendations received from the DSEM Citizen's User Group and determined that equestrian uses should be listed as a ;principle use and that a reduction in the number of allowed RV sites per acre within RV parks was warranted. The Ordinance has since been revised to reflect these two recommendations. However, staff did not feel that the inclusion of additional language from the Right to Farm Act was necessary. The Ordinance refers directly to Section 823.14 of the Florida Statutes with regard to proposed bona-fide agricultural activities; therefore, inclusion of additional language from the Statute would be unnecessary.

Staff completed a review of other jurisdictions to determine how they addressed the location of outdoor shooting ranges. The review revealed a lack of consistency among other jurisdictions with regard to development and locational standards for outdoor shooting ranges. Therefore, staff has not addressed the siting of outdoor shooting ranges in the proposed Ordinance, and the use will not be allowed in the Rural district if the Ordinance is adopted. This approach is recommended in order to ensure the proper siting of outdoor shooting ranges, including the development of site-specific standards to mitigate the anticipated off-site impacts to adjacent and nearby property owners. Staff will continue to review and analyze development and location standards and will provide a recommendation to the Board regarding this matter later this year.

Comprehensive Plan Consistency Determination

The Planning Department has reviewed the proposed Ordinance and has provided a memorandum indicating consistency with the Comprehensive Plan (Attachment #4).

The Planning Commission conducted a Public Hearing on the proposed Ordinance on June 2, 2015. The Planning Commission found the proposed Ordinance to be consistent with the Comprehensive Plan and recommended the Board adopt the proposed Ordinance amending the Rural zoning district.

Public Notification

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #5).

Options:

1. Conduct the second and final Public Hearing and adopt the proposed Ordinance revising the Leon County Land Development Code to amend the Rural Zoning District (Attachment #1).
2. Conduct the second and final Public Hearing and do not adopt the proposed Ordinance revising the Leon County Land Development Code to amend the Rural Zoning District.
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. Proposed Ordinance
2. Settlement and Forbearance Agreement
3. Florida Statute 823.14 (Florida Right to Farm Act)
4. Consistency Review Memorandum from the Planning Department
5. Notice of Public Hearing

ORDINANCE NO. 15- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-1.101, DEFINITIONS; AMENDING SECTION 10-6.612, RURAL ZONING DISTRICT; AMENDING SECTION 10-6.619, COMMERCIAL SITE LOCATION STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intent of the Rural Zoning District is to maintain and promote agriculture, silviculture and natural resource based activities, to preserve natural systems and ecosystem functions and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas; and

WHEREAS, the Ordinance will protect and enhance the Rural area as an amenity; and,

WHEREAS, the Ordinance allows for the development of residential and non-residential uses compatible with agricultural, silvicultural and other natural resource based activities; and,

WHEREAS, the implementing regulations for the Rural Zoning District are located in Chapter 10 of the Leon County Code of Laws; and,

WHEREAS, amendments to the applicable provisions of Chapter 10 will be required to maintain consistency with the Comprehensive Plan; and,

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

SECTION 1. Section 10-1.101 of Article I of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Definitions" is hereby amended to include the following new definitions:

Sec. 10-1.101. Definitions.

*** * ***

Agritourism shall mean any agricultural related activity consistent with a bona-fide farm or ranch or in a working forest which allows members of the general public to view or enjoy activities related to farming, ranching, historical, cultural or harvest-your-own attractions for recreational, entertainment or educational purposes.

Ecotourism shall mean tourism that focuses on the appreciation of natural areas, wildlife or cultural and historical resources and strives to minimize ecological impact or damage. This nature-based tourism involves education and interpretation of the natural environment and is managed to be ecologically sustainable. Activities may include cycling, camping, fishing, hunting, paddling, hiking, birding, visiting scenic by-ways, agritourism, and wildlife viewing.

Natural resource-based activities shall mean activities directly dependent upon naturally occurring resources, such as minerals, forests, water, and fertile land. These activities include, but are not limited to, farming, forestry, grazing, mining, hunting and fishing.

* * *

SECTION 2. Section 10-6.612 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Rural zoning district," is hereby amended to read as follows:

Sec. 10-6.612. Rural zoning district.

~~(a) *Purpose and intent.* This section applies to the rural zoning district which includes undeveloped and nonintensively developed acreage remotely located away from urbanized areas containing majority of county's present agricultural, forestry and grazing activities. Land use intensities associated with urban activity are not anticipated during the time frame of the Comprehensive Plan, due to lack of urban infrastructure and services. Very low residential density (one unit per ten acres) and small scale commercial activities designed to service basic household needs of area residents are allowed as are passive recreational land uses. Industrial and ancillary commercial land uses associated directly with the timbering and/or agribusiness are permitted. This district is intended to maintain and promote present and future agricultural and silvicultural uses and to prohibit residential sprawl into remote areas lacking basic urban infrastructure and services.~~

~~(b) *Allowable uses.* For the purpose of this article, the following land use types are allowable in this zoning district and are controlled by the land use development standards of this article, the Comprehensive Plan and chart of permitted uses.~~

~~(1) Agricultural.~~
~~(2) Minor commercial.~~
~~(3) Low-density residential.~~
~~(4) Passive recreation.~~
~~(5) Active recreation.~~
~~(6) Community services.~~
~~(7) Light infrastructure.~~
~~(8) Heavy infrastructure.~~
~~(9) Post-secondary.~~

~~(c) *List of permitted uses.* Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Allowable uses, appropriate permit level and applicable development and locational standards in the rural zoning district are as follows:~~

~~P = Permitted use R = Restricted use S = Special exception~~

~~**Legend**~~					
~~Ag~~	~~=~~	~~Agricultural~~	~~CS~~	~~=~~	~~Community services~~
~~MC~~	~~=~~	~~Minor commercial~~	~~LI~~	~~=~~	~~Light industrial~~
~~LR~~	~~=~~	~~Low-density residency~~	~~LF~~	~~=~~	~~Light infrastructure~~
~~PR~~	~~=~~	~~Passive recreation~~	~~HLF~~	~~=~~	~~Heavy infrastructure~~
~~AR~~	~~=~~	~~Active recreation~~			

-

1

		~~Development and Locational Standards~~							
~~SIC Code~~	~~Name of Use~~	~~Ag~~	~~MC~~	~~LR~~	~~PR~~	~~AR~~	~~CS~~	~~LI~~	~~HLF~~
	~~RESIDENTIAL~~								
	~~Dwelling, one-family~~	~~P~~		~~P~~					
	~~Dwelling, two-family~~	~~P~~		~~P~~					
	~~Dwelling, mobile home~~	~~P~~		~~P~~					
	~~AGRICULTURE, FORESTRY, AND FISHING~~								
~~01~~	~~Agricultural production—Crops~~	~~P~~							
~~0181~~	~~Ornamental nursery products~~	~~P~~							
~~02~~	~~Agricultural production—Livestock~~	~~P~~							
~~074~~	~~Veterinary services~~	~~P~~	~~P~~						
~~0781~~	~~Landscape counseling and planning~~	~~R~~							
~~092~~	~~Fish hatcheries and preserves~~	~~P~~							
	~~MINING~~								
~~144~~	~~Sand and gravel~~	~~S~~							
~~145~~	~~Clay, ceramic, and refractory minerals~~	~~S~~							
	~~MANUFACTURING~~								
~~201~~	~~Meat products~~	~~R~~							
~~202~~	~~Dairy products~~	~~R~~							
~~203~~	~~Preserved fruits and vegetables~~	~~R~~							
~~204~~	~~Grain mill products~~	~~R~~							
~~205~~	~~Bakery products~~	~~R~~							
~~206~~	~~Sugar and confectionery products~~	~~R~~							
~~21~~	~~Tobacco products~~	~~R~~							
~~24~~	~~Lumber and wood products~~	~~R~~							
	~~TRANSPORTATION AND PUBLIC UTILITIES~~								
~~401~~	~~Railroads~~						~~S~~		~~S~~
~~43~~	~~Postal service~~		~~P~~						
~~4513~~	~~Air courier services~~								~~S~~

~~458~~	~~Airports, flying fields and services~~								~~S~~
~~483~~	~~Radio and television broadcasting~~						~~R~~		
	~~WHOLESALE TRADE~~								
~~503~~	~~Lumber and construction materials~~	~~S~~							
~~515~~	~~Farm-product raw materials~~	~~P~~							
	~~RETAIL TRADE~~								
~~525~~	~~Hardware stores~~		~~R~~						
~~526~~	~~Retail nurseries and garden stores~~		~~R~~						
~~533~~	~~Variety stores~~		~~R~~						
~~539~~	~~Misc. general merchandise stores~~		~~R~~						
~~541~~	~~Grocery stores~~		~~R~~						
~~542~~	~~Meat and fish markets~~		~~R~~						
~~543~~	~~Fruit and vegetable markets~~		~~R~~						
~~544~~	~~Candy, nut and confectionery stores~~		~~R~~						
~~545~~	~~Dairy products stores~~		~~R~~						
~~546~~	~~Retail bakeries~~		~~R~~						
~~553~~	~~Auto and home supply stores~~		~~R~~						
~~554~~	~~Gasoline service stations~~		~~S~~						
	~~Convenience store~~		~~R~~						
~~581~~	~~Eating and drinking places~~		~~R~~						
~~591~~	~~Drugstores and proprietary stores~~		~~R~~						
~~592~~	~~Liquor stores~~		~~R~~						
~~593~~	~~Used merchandise stores~~		~~R~~						
~~5961~~	~~Catalog and mail-order houses~~		~~R~~						
~~5983~~	~~Fuel oil dealers~~		~~S~~						
~~5984~~	~~Liquefied petroleum gas dealers~~		~~S~~						
~~5992~~	~~Florists~~		~~R~~						
~~5994~~	~~News dealers and newsstands~~		~~R~~						
	~~FINANCE, INSURANCE, AND REAL ESTATE~~								
~~602~~	~~Commercial banks~~		~~S~~						
~~603~~	~~Savings institutions~~		~~S~~						
~~606~~	~~Credit unions~~		~~S~~						

~~6553~~	~~Cemeteries~~		~~P~~				~~P~~		
	~~SERVICES~~								
~~703~~	~~Camps and recreational vehicle parks~~					~~R~~			
~~7353~~	~~Heavy construction equipment rental~~	~~R~~							
~~7359~~	~~Equipment rental and leasing, nec~~	~~R~~							
~~7992~~	~~Public golf courses~~		~~P~~			~~S~~			
~~7997~~	~~Membership sports and recreation clubs~~					~~S~~			
~~821~~	~~Elementary and secondary schools~~						~~S~~		
~~822~~	~~Colleges and universities~~						~~S~~		
~~823~~	~~Libraries—Less than 7500 sq. ft.~~		~~P~~						
~~823~~	~~Libraries—7500 sq. ft. or more~~						~~S~~		
~~824~~	~~Vocational schools~~						~~S~~		
~~841~~	~~Museums and art galleries~~					~~S~~			
~~842~~	~~Botanical and zoological gardens~~					~~S~~			
~~866~~	~~Religious organizations~~						~~R~~		
	~~PUBLIC ADMINISTRATION~~								
~~922~~	~~Public order and safety~~						~~P~~		
~~9221~~	~~Police protection~~						~~P~~		
~~9223~~	~~Correctional institutions~~								~~S~~
~~9224~~	~~Fire protection~~						~~P~~		
	~~RECREATION~~								
	~~Hiking and nature trails~~				~~P~~				
	~~Picnicking~~				~~P~~				
	~~Canoe trails~~				~~P~~				
	~~Bicycle trails~~				~~P~~				
	~~Horseback riding trails~~				~~P~~				
	~~Tot lots~~					~~P~~			
	~~Court sports~~					~~P~~			
	~~Field sports~~					~~P~~			
	~~Boat landings~~					~~P~~			
	~~Archaeological historical sites~~				~~S~~				

~~(d) *The maximum allowable gross square footage in the rural district is as follows:*~~

~~COMMERCIAL LAND USE TYPE~~	~~RURAL~~
~~MINOR~~	
~~Total location~~ ~~Single site or quadrant~~ ~~Single structure~~	~~20,000~~ ~~10,000~~ ~~5,000~~

~~Maximum 10,000 gross square feet, if located on a local street.~~

~~(e) *Minimum development standards in the rural district are as follows:*~~

	~~Low Density Residential~~	~~Commercial~~	~~Agricultural-Related Industrial~~	~~Community Services; Active Recreation; Public, Primary and Secondary Schools~~	~~Comp. Plan Policy 2.1.9. Subdivision~~
~~MINIMUM SETBACKS (FEET)~~					
~~Front yard~~					
~~Building~~	~~30~~	~~30~~	~~50~~	~~30~~	~~25~~
~~Parking~~	~~—~~	~~40~~	~~50~~	~~40~~	~~—~~
~~Corner yard~~					
~~Building~~	~~30~~	~~20~~	~~50~~	~~30~~	~~25~~
~~Parking~~	~~—~~	~~25~~	~~50~~	~~40~~	~~—~~
~~Side yard~~					
~~Building~~	~~20~~	~~25~~	~~50~~	~~40~~	~~15~~
~~Parking~~	~~—~~	~~25~~	~~50~~	~~40~~	~~—~~
~~Rear yard~~					
~~Building~~	~~50~~	~~50~~	~~50~~	~~50~~	~~50~~
~~Parking~~	~~—~~	~~40~~	~~50~~	~~50~~	~~50~~
~~Adjoining lower intensity use~~					
~~Building~~	~~—~~	~~15~~	~~100~~	~~—~~	~~—~~
~~Parking~~	~~—~~	~~15~~	~~100~~	~~—~~	~~—~~
~~Maximum percent impervious surface area~~	~~30~~	~~30~~	~~30~~	~~30~~	~~30~~
~~Maximum height at building envelope perimeter~~	~~35~~	~~35~~	~~35~~	~~35~~	~~35~~
~~Maximum height~~	~~1'/1'~~	~~1'/1'~~	~~1'/1'~~	~~1'/1'~~	~~1'/1'~~

~~per additional setback~~					
~~Total maximum height~~	~~—~~	~~45~~	~~45*~~	~~45~~	~~—~~
~~Minimum lot area (acres)~~	~~10.0~~	~~0.5~~	~~10.0~~	~~1.0~~	~~0.5~~
~~Minimum lot frontage~~	~~15~~	~~40~~	~~100~~	~~—~~	~~15~~

~~* This height applies to habitable portion of an industrial structure.~~

~~(f) *Development standards.* All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (Subdivision 3 of Division 5 of Article VII).~~

~~(1) *Mining activities.*~~

~~a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes SIC items 144 and 145.~~

~~b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:~~

~~1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner or owners prior to site plan approval or if the adjacent property is also used as a mining activity.~~

~~2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.~~

~~3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a~~

~~condition that will allow an effective reuse comparable to surrounding properties.~~

~~4. Fencing requirement: All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the county administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.~~

~~(g) *Restricted uses and special exception uses.* If uses are restricted or are special exception uses according to the schedule of permitted uses, they will not be allowed unless they follow the general development guidelines for restricted uses as provided in this division or for special exceptions as provided in this subsection. Specific restricted uses are addressed in this division.~~

~~(1) *Lumber and wood products.*~~

~~a. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:~~

~~1. All buildings and outside activities associated with the use shall be set back a minimum of 200 feet from the nearest off-site residence or subdivision intended primarily for residential land uses.~~

~~(2) *Camps and recreational vehicle parks (SIC 703).*~~

~~a. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:~~

~~1. Sanitary facilities shall be provided.~~
~~2. Not more than ten campsites per acre shall be provided.~~
~~3. Individual campsites, roadways, and accessory structures shall be located to meet the minimum building setback standards from the exterior property lines of the campground.~~

~~(3) *Heavy construction equipment rental and equipment rental and leasing (SIC 7353 and 7359).*~~

~~a. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:~~

~~1. Such equipment rental and leasing must be associated with timbering and/or agribusiness.~~

~~2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.~~

~~(4) *Retail Trade*~~

~~a. A plan and supporting narrative must be submitted pursuant to the Type B site and development plan process that demonstrates compliance as applicable with the following:~~

~~1. Free-standing onsite signs shall be limited to monument-style signs and the sign base shall be consistent with the materials and design context of the primary onsite building. Signs shall be illuminated with externally mounted lighting focused on the sign in a manner that limits off-site illumination. Internally illuminated signs and pole signs are prohibited.~~

~~2. Building design including any proposed accessory buildings and structures shall reflect or compliment the local vernacular architectural style. Building facade treatments and materials shall provide architectural interest through, but not limited to: the utilization of fenestration that allows for natural surveillance and gabled or parapet roof treatments. Flat roof treatments are prohibited.~~

~~3. Onsite lighting including 24-hour security lighting shall be wall mounted with illumination focused on the building in a manner that limits off-site illumination.~~

~~4. Perimeter buffering and/or fencing requirements shall be based on the density of the adjacent residential uses. If the adjacent density is one residential unit per two acres or less, a Type C buffer shall be required. A wooden buffer fence may be utilized on sites where the required vegetative buffer cannot be established based on site limitations or constraints.~~

~~5. The trash collection dumpster shall be assessable to waste collection vehicles, and shall be located in the side or rear setback area of the onsite principle building. The dumpster shall be screened with a material and design treatment consistent with the building façade of the principle building.~~

~~6. All appurtenant mechanical and electrical equipment, outside collection/drop-off/storage areas, and other accessory or ancillary structures shall be screened from public view. The screening material shall be consistent with the materials and design context of the primary onsite building.~~

~~7. The site design shall integrate internal and where appropriate external pedestrian circulation and interconnection including the accommodation of bike circulation were applicable.~~

~~8. The hours of operation shall be limited to 6:00 am to 10:00 pm.~~

~~9. The site shall be designed were applicable to provide a cross-access easement to adjoining property in the commercial node. The cross access easement shall be improved to the property boundary.~~

~~10. Other site design treatments and considerations as may be applicable to the proposed use and shall be identified during the proposed project's application review meeting.~~

~~11. The applicant shall submit documentation demonstrating compliance with the trade area and customer expectation provisions outlined in Section 10-6.619(b)c.~~

1 Sec. 10-6.612 Rural

1. District Intent	2. Allowable District Location
The intent of the Rural zoning district is to maintain and promote agriculture, silviculture, and natural resource-based activities, preserve natural systems and ecosystem functions, and protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Allowable land uses within this district include agriculture, silviculture, ecotourism based activities, very low density residential, and community and passive recreational facilities. Non-residential uses, with the exception of community and passive recreational facilities, that are not functionally related to and supportive of agriculture, silviculture and other natural resource-based activities shall be prohibited within the Rural zoning district. This district is not intended to accommodate commercial activities designed to service basic household needs of area residents. Rural commercial uses, as well as restricted uses, may be allowed in this district but shall be limited to the locational and design standards as noted herein. Due to the need to protect and preserve existing Rural lands from fragmentation and to promote infill and redevelopment within the Urban Services Area and Rural Communities, urban services are not planned or programmed for this area. Design standards and development standards for non-residential development and restricted uses, as noted herein, shall be required to prevent encroachment and fragmentation of agricultural uses as well as to ensure compatibility with adjacent uses.	The district may only be located within areas designated Rural on the Future Land Use Map.

PERMITTED, PROHIBITED, AND RESTRICTED USES

3. Principal Uses	4. Prohibited Uses	5. Restricted Uses	6. Rural Accessory Uses Functionally Related to Bona-Fide Agriculture, Silviculture or Natural Resource-Based Activities
(1) Agricultural (2) Silviculture (3) Wholesale Trade: Farm-product raw materials (4) Wholesale Nursery Products (5) Rural commercial (6) Community services (7) Low-density residential (single, two-family, or manufactured home) (8) Passive recreation (9) Light infrastructure (10) Cemeteries	(1) Manufacturing (2) Extraction and bottling of mineral or springwater – wholesale (3) High Pressure well stimulation/Acid Fracturing and/or Hydraulic Fracturing (4) Gas stations, fuel oil and liquefied petroleum products (5) Convenience stores (6) Grocery stores (7) General merchandise sales (8) Drug stores (9) Automotive repair (10) Motor vehicle racing tracks/amusement parks (11) Heavy Infrastructure (with the exception of those listed under restricted uses) (12) Active recreation (with the exception of those listed under restricted uses) (13) Other uses which are not functionally supportive of and accessory to established agricultural, silvicultural or natural resource-based activities within the Rural zoning district.	(1) Mining (2) Landscape counseling and planning (3) Airports, flying fields and services (4) Camps and recreational vehicle parks (5) Botanical and zoological gardens (6) Archaeological historical sites (7) Commercial kennels (8) Veterinary clinics (9) Riding academies/livery or boarding stables	Pursuant to Section 823.14, F.S., a bona-fide farm operation shall be exempt from local regulation, ordinance, rule or policy that prohibits, restricts, regulates or otherwise limits activities of a bona-fide farm operation on land classified as agricultural land pursuant to s. 193.461 FS. Pursuant to Section 823.14(3)(b), F.S., "farm operation" shall mean all conditions or activities which occur on a farm in connection with that farm's products.

2

7. Development Standards										
Use Category	a. Lot area (acres)	b. Minimum lot frontage	c. Front yard setback	d. Corner yard setback	e. Side yard setback	f. Rear Yard Setback	g. Maximum percent impervious surface area	h. Maximum height at building envelope perimeter	i. Maximum height per additional setback	j. Total maximum height
Low Density Residential	10 acres minimum	15 feet	30 feet	30 feet	20 feet	50 feet	30	35 feet	1'/1'	Not applicable
Rural Commercial	3.0 acres	40 feet	50 feet building,	50 feet building,	50 feet building,	50 feet building,	30	35 feet	1'/1'	45 feet

	minimum; 5.0 acres maximum*		50 feet parking	50 feet parking	50 feet parking	50 feet parking				
Community Services	3.0 acres minimum; 5.0 acres maximum	40 feet	50 feet building, 50 feet parking	50 feet building, 50 feet parking	50 feet building, 50 feet parking	50 feet building, 50 feet parking	30	35 feet	1'/1'	45 feet
Restricted Uses; Passive Recreation Facilities	3.0 acres minimum	Not applicable	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	50 feet building, 50 feet parking; unless otherwise specified in subsection 10	30	35 feet	1'/1'	45 feet
Comp. Plan Policy 2.1.9 Subdivision	0.5 acres minimum	15 feet	25 feet	25 feet	15 feet	50 feet	30	35 feet	1'/1'	Not applicable

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development shall provide no less than 0.50 acre of buildable area. Nonresidential development and community service facilities are limited to a maximum of 900 gallons of wastewater flow per day. Refer to sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).

Footnotes:

* If subdivision is proposed to create the rural commercial parcel, then the remaining portion of the property shall meet the minimum lot size standards noted herein.

8. Development Standards for Community Service uses:

Community Service uses shall also be subject to the buffer zone standards (section 10-7.522), the parking and loading requirements (Subdivision 3 of Division 5 of Article VII) and applicable design standards outlined in subsection 11 of this section.

(1) Single structure: 5,000 gross square feet maximum

(2) Site area: 3 acres minimum; Maximum of 5 acres

9. Rural Commercial Intersection Location Standards:

The intersection location standard is intended to group rural commercial activities toward intersections to provide access and to prevent fragmentation of agricultural uses.

(1) *Major Function:*
Provide sales and services functionally related to and supportive of agriculture, silviculture and natural resource-based activities.

(2) *Location:*
On or near the intersection (access within 330 feet of the centerline of the intersection) of an arterial/arterial or arterial/major collector roadway

(3) *Site area:*
3.0 acres minimum with a maximum of 5.0 acres per quadrant

(4) *Allowable building square footage:*
Maximum of 10,000 gross square feet per intersection (only 2 quadrants per intersection may be developed for rural commercial). Single structure limited to a maximum of 5,000 gross square feet

10. Development standards for restricted uses.

All proposed restricted uses shall meet the applicable provisions of Section 10-6.611 (Special Exception uses and Restricted uses); the applicable design standards noted in subsection 11 of this section; the buffer zone standards (section 10-7.522); and, the parking and loading requirements (Subdivision 3 of Division 5 of Article VII). All restricted uses shall be limited to a maximum building area of 2,000 gross square feet per acre with no more than 5,000 gross square feet of retail commercial or office space. The following restricted uses require satisfaction of additional criteria:

(1) Mining activities.

a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes NAICS items 212321 and 212324.

b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:

1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner or owners prior to site plan approval or if the adjacent property is also used as a mining activity.

2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.

3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.

4. Fencing requirement: All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the county administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.

(2) Camps and recreational vehicle parks (NAICS 721211 and 721214).

a. All camps and recreational vehicle parks must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:

1. Sanitary facilities shall be provided.

2. Not more than five campsites per gross acre shall be provided.

3. Individual campsites, roadways, and accessory structures shall be located to meet the minimum building setback standards from the exterior property lines of the campground.

(3) Airports, flying fields and services

a. All airports, flying fields and services must meet the specific development standards as noted in this section and as required by state or federal law, and shall require review and approval by the Board of County Commissioners following a duly noticed public hearing.

11. Site Design Criteria.

Rural commercial uses, as well as restricted uses, may be allowed in this district but shall be limited to the locational and design standards as noted herein.

(1) A plan and supporting narrative must be submitted pursuant to the applicable site and development plan process outlined in Article VII that demonstrates compliance, as applicable, with the following:

a. Freestanding onsite signs shall be limited to monument-style signs and the sign base shall be consistent with the materials and design context of the primary onsite building. Signs shall be illuminated with externally mounted lighting focused on the sign in a manner that limits off-site illumination. Internally illuminated signs and pole signs are prohibited. For sites not located at intersections, onsite ground signs shall be limited to no more than 32 square feet in area and limited to no more than 10 feet in height.

b. Building design standards including any proposed accessory buildings and structures shall reflect or compliment the local vernacular architectural style. Building facade treatments and materials shall provide architectural interest through, but not limited to: the utilization of fenestration that allows for natural surveillance and gabled or parapet roof treatments.

c. On-site lighting including 24-hour security lighting shall be wall mounted with illumination focused on the building in a manner that limits off-site illumination, consistent with the “Dark Sky Friendly” guidelines.

d. All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.

e. Lighting at the property line (six feet above ground) adjacent to residential uses shall not exceed 0.1 footcandles.

f. Lighting for parking areas shall not exceed 15 feet in height as measured from average grade to the light fixture.

g. Perimeter buffering and/or fencing requirements shall be based on the density of the adjacent residential uses. If the adjacent residential density is 0.5 dwelling units per acre or greater, a Type C buffer shall be required. A wooden buffer fence may be utilized on sites where the required vegetative buffer cannot be established based on site limitations or constraints.

h. The trash collection dumpster shall be accessible to waste collection vehicles, and shall be located in the side or rear setback area of the onsite principle building. The dumpster shall be screened with a material and design treatment consistent with the building façade of the principle building.
i. All appurtenant mechanical and electrical equipment, outside collection/drop-off/storage areas, and other accessory or ancillary structures shall be screened from public view. The screening material shall be consistent with the materials and design context of the primary onsite building.
j. The site design shall integrate internal and where appropriate external pedestrian circulation and interconnection including the accommodation of bike circulation were applicable.
k. The hours of operation shall be limited to 6:00 am to 10:00 pm.
l. To ensure compatibility, other site design treatments and considerations may be applicable to the proposed use and shall be identified during the proposed project's application review meeting.

SECTION 3. Section 10-6.619 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Commercial site location standards," is hereby amended to read as follows:

Sec. 10-6.612. Commercial Site Location Standards.

(a) The provisions of this section apply to the following zoning districts: ~~Rural,~~ Urban Fringe, Activity Center, Rural Community, ~~Lake Protection~~, Residential Preservation, Lake Talquin/Urban Fringe, and Industrial. Commercial sites are determined through the use of site location standards. The intensity of the commercial use is dependent upon the land use category of the potential site and the classification of the immediate adjacent roads. Individual road classifications are depicted on map 14 of the Comprehensive Plan. The site location standard is intended to group commercial land use toward intersections to provide access and prevent strip commercialization.

(b) *Commercial classifications.*

(1) *Minor commercial.*

a. *Major function:* Provide for sale of convenience goods and services to immediate residential area.

b. *Location:*

1. On or near the intersection (within 330 feet of the centerline of the intersection) of, local and arterial, collector and arterial, and collector and collector. ~~Minor commercial uses are not allowed on or near the intersection of local and collector or local and arterial roadways in the Rural zoning district.~~

2. May be located within planned unit development provided it is located and designed to meet commercial needs of the majority of the residents of the development.

3. If on a local street, only one quadrant of the intersection shall be used for commercial purposes.

c. *Trade area:* Generally within one mile and not considered as an attractor.

d. *Design standards:*

1. Compatible with adjacent uses.
2. Adequate buffering, screening, landscaping and architectural treatment if integrated into neighborhood.
3. Sufficient parking; properly designed and safe internal traffic circulation.

(2) *Neighborhood commercial.*

a. *Major function:* Provide for the sale of convenience goods and personal services such as food, drugs, sundries and hardware items to one or more neighborhoods.

b. *Leading tenants:* Supermarket, drugstore and postal substation.

c. *Location:* At the intersection of major collector and arterial or arterial and arterial. Only one neighborhood commercial development will be allowed within one-quarter mile of the centerline of the intersection of a major collector and arterial road.

(3) *Community commercial.*

a. *Major function:* Same functions of neighborhood commercial but on a large scale, provide for sale of retail goods such as clothing, variety items, appliances and furniture, hardware and home improvement items.

b. *Leading tenants:* Supermarket, drug store, minor department store, home improvement center, variety or discount center.

c. *Location:* Within one-quarter mile of the centerline of the intersection of arterials. Prohibited on designated canopy roads.

d. *Radius of trade area:* Five miles or 15 to 20 minutes driving time. Service distinct geographical quadrants of three or more combinations of neighborhoods within community.

(4) *Regional commercial.*

a. *Major function:* Same functions of community center, provide full range and variety of shopping goods for comparative shopping such as general merchandise apparel, furniture and home furnishings.

b. *Leading tenants:* One or more full time department stores.

c. *Location:* Integrated into local transportation system and accessible by combination of arterials, major collectors, expressways and interstate highways. Potential on-site and off-site transportation improvements needed to provide adequate ingress and egress. Prohibited on designated canopy roads.

d. *Radius of trade area:* Regional.

e. *Site area:* Minimum 35 acres.

f. *Range of gross floor area:* Over 200,000 up to 1,000,000 square feet.

(5) *Highway commercial.*

a. *Major function:* Provide for consumer oriented retail services designed for drive-in convenience.

b. *Leading tenants:* Fast food franchise, liquor store, automotive service (i.e. oil change), and convenience stores.

c. *Location:* Access via a combination of arterials or major collectors or integrated into transportation network by comprehensive ingress and egress system. Parking within rear is encouraged.

d. *Radius of trade area:* May serve immediate area but relies heavily on passerby traffic.

e. *Range of gross floor area:* Up to 10,000 square feet.

f. *Design standards:*
   1. Adequate setback.
   2. Aesthetic landscaping.
   3. Rear parking

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Effective date. This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2015.

LEON COUNTY, FLORIDA

BY: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

SETTLEMENT AND FORBEARANCE AGREEMENT

THIS SETTLEMENT AND FORBEARANCE AGREEMENT ("Agreement") is made and entered into on this 29 day of September 2014, by and between THELMA CRUMP, KEEP IT RURAL, INC., a Florida not-for-profit corporation, WILLIAM GLENN BROWN, and LEON COUNTY, FLORIDA ("County") (collectively "Parties").

RECITALS:

WHEREAS, on May 8, 2014, the Development Services Division of the Leon County Department of Development Support and Environmental Management issued a "Written Preliminary Decision" approving a 2,904 square foot convenience store with seven (7) fueling positions on 6.68 acres of property located approximately 330 feet north of the northeast intersection of Crump Road and Miccosukee Road in Leon County, Florida ("Commercial Project"); and

WHEREAS, the Commercial Project is approved to be located on Parcel Number: 12-04-20-018-000-0 in Leon County, Florida ("Property"), which is owned by William Glenn Brown; and

WHEREAS, on June 5, 2014, pursuant to Section 10-7.414 of the Leon County Land Development Code ("County's LDC"), Thelma Crump filed a "Petition for a *De Novo* Quasi-Judicial Hearing" ("Petition") in which Ms. Crump alleged that the proposed Commercial Project violated several requirements of the County's Comprehensive Plan and the County's LDC; and

WHEREAS, on June 12, 2014, the County transmitted Ms. Crump's Petition to the State of Florida Division of Administrative Hearings ("DOAH") for assignment of an Administrative Law Judge to conduct an evidentiary hearing in regard to the allegations set forth in Ms. Crump's Petition; and

WHEREAS, on or about June 16, 2014, the DOAH assigned an Administrative Law Judge in *Thelma Crump v. Leon County*, DOAH Case No. 14-2741 ("DOAH Proceeding"), and scheduled the Final Hearing for September 8 and 9, 2014; and

WHEREAS, on June 23, 2014, Mr. Brown intervened in the DOAH Proceeding; and

WHEREAS, on July 31, 2014, the Parties participated in a mediation conference in an attempt to amicably resolve their dispute and the DOAH Proceeding; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of resolving the DOAH Proceeding, and are motivated by a desire to avoid the costs, time, and uncertainty associated with litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals**. The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement**. In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

A. Within sixty (60) days of the Effective Date of this Agreement, the Leon County Board of County Commissioners ("BOCC") shall consider, at a duly-noticed public meeting, whether to amend the County's LDC to prohibit gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC 5984) on all property designated as "Rural" on the County's Future Land Use Map.

B. Within sixty (60) days of the Effective Date of this Agreement, the BOCC shall initiate the process for a Comprehensive Plan Amendment to evaluate whether commercial development is appropriate on any property designated as "Rural" on the County's Future Land Use Map, and shall complete such process within one (1) year of the Effective Date of this Agreement.

C. Within seventy (70) days of the Effective Date of this Agreement, Mr. Brown shall: (i) withdraw his application for the proposed Commercial Project; (ii) abandon the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014; and (iii) record a deed restriction for the Property restricting the use of the Property to one (1) single-family residence.

D. Within five (5) days after Mr. Brown fulfills all of the requirements of Paragraph 2.C above, Ms. Crump shall file a Notice of Voluntary Dismissal with Prejudice in the DOAH Proceeding.

E. Within ninety (90) days of the Effective Date of this Agreement, the County shall pay $36,250.00 to Mr. Brown as reimbursement of fees and costs that Mr. Brown incurred during the permitting process for the Commercial Project and during the DOAH Proceeding.

F. Within ninety (90) days of the Effective Date of this Agreement, Keep It Rural, Inc., shall pay $25,000.00 to Mr. Brown as compensation for Mr. Brown's withdrawal of his application for the proposed Commercial Project and abandonment of the "Written Preliminary Decision" issued by the Development Services Division of the Leon County Department of Development Support and Environmental Management on May 8, 2014.

G. Within ninety (90) days of the Effective Date of this Agreement, Ms. Crump shall pay $70,000.00 to Mr. Brown pursuant to a Purchase and Sale Agreement for Ms. Crump's purchase of the Property, in fee simple, from Mr. Brown. Such purchase is contingent upon Ms. Crump's ability to obtain financing for such purchase from a financial institution. If Ms. Crump is unable to obtain such financing, Mr. Brown shall be entitled to retain the Property subject to all of the conditions of this Agreement, including, but not limited to, the conditions set forth in Paragraph 2.C above.

H. Mr. Brown shall retain the right to harvest the corn that is currently planted on the Property, provided such harvest occurs no later than September 30, 2014.

3. **Scope of Agreement**. The Parties' obligations and rights under this Agreement are expressly made contingent upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map. In the event the BOCC does not approve this Agreement and does not approve, within sixty (60) days of the Effective Date of this Agreement, an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map, this Agreement shall be null and void and the Parties shall retain all of their rights to continue with the DOAH Proceeding. All parties expressly acknowledge that this Agreement is not contingent upon the BOCC taking any action in regard to whether convenience stores should be allowed or prohibited on property designated as "Rural" on the County's Future Land Use Map.

4. **Authority**. Except as expressly set forth herein, each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the County unless and until the BOCC approves this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue**. This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

6. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, directors, and members of the Parties.

7. **Non-Waiver**. Failure by any party to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and such party, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases**.

A. Ms. Crump hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Ms. Crump ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Ms. Crump covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

B. Keep It Rural, Inc., hereby waives and releases, acquits, satisfies, and forever discharges Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Keep It Rural, Inc., ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Keep It Rural, Inc., covenants with and warrants to Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Mr. Brown and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

C. Mr. Brown hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof, from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Mr. Brown ever had or now has, in law or in equity, for, upon, or by reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, Mr. Brown covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and the

County, including their commissioners, officers, directors, shareholders, and employees, and its successors and assigns, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and the County, including their commissioners, officers, directors, shareholders, and employees, with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

D. The County hereby waives and releases, acquits, satisfies, and forever discharges Ms. Crump, Keep It Rural, Inc., and Mr. Brown from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the County ever had or now has, in law or in equity, for, upon, or by any reason of any matter, cause, or thing whatsoever in connection with, or in any way arising out of, any claim raised or which could have been raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release. In addition, and without waiving the generality of the foregoing, the County covenants with and warrants to Ms. Crump, Keep It Rural, Inc., and Mr. Brown that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Ms. Crump, Keep It Rural, Inc., and Mr. Brown with regard to any claim raised by any party in the DOAH Proceeding as of the date of this waiver and release or related in any way to the Commercial Project, the Property, or the administrative or legal process involving the Commercial Project or the Property as of the date of this waiver and release that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

E. These releases shall become effective only upon the BOCC's approval of this Agreement and the BOCC's approval, within sixty (60) days of the Effective Date of this Agreement, of an amendment to the County's LDC prohibiting gasoline service stations (SIC Code 554), fuel oil dealers (SIC Code 5983), and liquefied petroleum gas dealers (SIC Code 5984) on all property designated as "Rural" on the County's Future Land Use Map.

9. **Interpretation; Headings**. All Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based soleiy on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs, time, and uncertainty associated with the DOAH Proceeding and to arrive at a fair and reasonable agreement with regard to the Parties' dispute. All Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Entire Agreement; Amendments**. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

11. **Enforcement; Remedies**. The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

12. **Severability**. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

13. **Disclaimer of Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties.

14. **Purpose of this Agreement; Not Establishing Precedent**. By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the DOAH Proceeding, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is

not intended by any party to be construed, and shall not be construed, as an admission by Mr. Brown or the County of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances. Any party's waiver of any breach of this Agreement or forbearance from action shall not be a continuing waiver or a waiver of any other breach of this Agreement.

15. **Attorneys' Fees; Costs.** Except as set forth in Paragraph 2.E above, the Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the DOAH Proceeding and in the preparation of this Agreement, and the Parties expressly waive any and all rights to pursue an award of attorneys' fees and costs in the DOAH Proceeding.

16. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Ms. Crump:

Thelma Crump
8848 Miccosukee Road
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(b) To Keep It Rural, Inc.:

Keep It Rural, Inc.
c/o Jeff Blair, Registered Agent
9143 Stargate Way
Tallahassee, Florida 32309

With a copy to:

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

(c) To Mr. Brown:

William Glenn Brown
2802 Topaz Way
Tallahassee, Florida 32309

With a copy to:

Dan R. Stengle, Esquire
Dan R. Stengle, Attorney, LLC
502 North Adams Street
Tallahassee, Florida 32301

(d) To Leon County:

Board of County Commissioners
Attn: Vincent S. Long, County Administrator
Leon County Courthouse
301 S. Monroe Street
Tallahassee, Florida 32301

With a copy to:

Leon County Attorney's Office
Attn: Herbert W. A. Thiele, Esquire
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

18. **Effective Date**. This Agreement shall become effective upon the date of execution by the last of the Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

19. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

WITNESSES

R. Phillips
Print Name: R. Phillips

Mwilson
Print Name: George Wilson

THELMA CRUMP

By: Thelma Crump
Name: Thelma Crump
Date: September 8, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of ~~August~~ September 2014, by THELMA CRUMP. Said person (check one) ☐ is personally known to me or ☐ produced FL DL as identification.

(Notary Seal)

Printed Name: Dorothy Irvine
Notary Public, State of Fl
Commission No. EE044976
My commission expires: 11/28/2014

DOROTHY IRVINE
Commission # EE 044976
Expires November 28, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

WITNESSES

Print Name: VIRGINIA WILLIAMS

Print Name: Christina Pedersen

KEEP IT RURAL, INC.

By:

Name: JEFF BLAIR

Its: PRESIDENT

Date: 9/8/14

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of August 2014, by JEFF BLAIR, as PRESIDENT of KEEP IT RURAL, INC., on behalf of said entity. Said person (check one) ☐ is personally known to me or ☑ produced DRIVERS LICENSE as identification.
B460-421-54-452-0

(Notary Seal)

Printed Name: KATHLEEN PENNINGTON
Notary Public, State of FLORIDA
Commission No. EE 846092
My commission expires: 11/24/2016

KATHRYN M. PENNINGTON
Notary Public - State of Florida
My Comm. Expires Nov 24, 2016
Commission # EE 846092

WITNESSES

Print Name: Jeremy Branch

Print Name: Paige Carter Smith

WILLIAM GLENN BROWN

By: William Glenn Brown

Name: WILLIAM GLENN BROWN

Date: September 2, 2014

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of ~~August~~ September 2014, by WILLIAM GLENN BROWN. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

(Notary Seal)

DAN R. STENGLE
Commission # FF 146591
Expires July 30, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name: DAN R STENGLE
Notary Public, State of FLORIDA
Commission No. 146591
My commission expires: 7/30/2018

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

LEON COUNTY
CONTRACT ROUTING FORM

X Original
___ Renewal
___ Amendment(#)

County Contract No. 4099

Division Contact: Laura M. Youmans, Assisstant County Attorney Phone # 850-606-2500

Department/Division: County Attorney's Office

Contractor: Thelma Crump, Keep It Rural, Inc., William Glenn Brown

Address

City, State, Zip Phone

Contract Period: From To

Renewal Periods: Number NA Term NA

Contract Total $ Amount: NA or check if ___Unit Price Agreement

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
___ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #

Awarded by:
__ Purchasing Director
__ County Administrator
__ Board of County Commissioners
Agenda Date 9/23/2014 Item # 24

Comments: Settlement and Forbearance Agreement

RECEIVED 14 OCT 13 AM 9:23 PUBLIC DIVISION R. BRIZZER CLERK & COMPTROLLER

RECEIVED 14 SEP 23 PM 3:38 FINANCE DIVISION J. BRIZZER CLERK & COMPTROLLER

Routing:

Required	Initials	Date	
X		9/26/14	Originating Division County Attorney's Office
			Group Director
			Purchasing
			County Attorney's Office
			Deputy or Assistant County Administrator
			County Administrator
X		9/29/14	Chairman, BCC
X		9/29/14	Clerk's Office (Finance)

09/26/14 13:40:49
Received By
Leon County Attorney's Office

Return completed documents to: Shawn Williams, Legal Assistant, Leon County Attorney's Office

Be sure to return and file a fully executed agreement with the Finance Division

PUR103 Rev. 05/10

Select Year: 2014

The 2014 Florida Statutes

Title XLVI
CRIMES

Chapter 823
PUBLIC NUISANCES

View Entire Chapter

823.14 Florida Right to Farm Act.—

(1) SHORT TITLE.—This section shall be known and may be cited as the "Florida Right to Farm Act."

(2) LEGISLATIVE FINDINGS AND PURPOSE.—The Legislature finds that agricultural production is a major contributor to the economy of the state; that agricultural lands constitute unique and irreplaceable resources of statewide importance; that the continuation of agricultural activities preserves the landscape and environmental resources of the state, contributes to the increase of tourism, and furthers the economic self-sufficiency of the people of the state; and that the encouragement, development, improvement, and preservation of agriculture will result in a general benefit to the health and welfare of the people of the state. The Legislature further finds that agricultural activities conducted on farm land in urbanizing areas are potentially subject to lawsuits based on the theory of nuisance and that these suits encourage and even force the premature removal of the farm land from agricultural use. It is the purpose of this act to protect reasonable agricultural activities conducted on farm land from nuisance suits.

(3) DEFINITIONS.—As used in this section:

(a) "Farm" means the land, buildings, support facilities, machinery, and other appurtenances used in the production of farm or aquaculture products.

(b) "Farm operation" means all conditions or activities by the owner, lessee, agent, independent contractor, and supplier which occur on a farm in connection with the production of farm, honeybee, or apiculture products and includes, but is not limited to, the marketing of produce at roadside stands or farm markets; the operation of machinery and irrigation pumps; the generation of noise, odors, dust, and fumes; ground or aerial seeding and spraying; the placement and operation of an apiary; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.

(c) "Farm product" means any plant, as defined in s. 581.011, or animal or insect useful to humans and includes, but is not limited to, any product derived therefrom.

(d) "Established date of operation" means the date the farm operation commenced. If the farm operation is subsequently expanded within the original boundaries of the farm land, the established date of operation of the expansion shall also be considered as the date the original farm operation commenced. If the land boundaries of the farm are subsequently expanded, the established date of operation for each expansion is deemed to be a separate and independent established date of operation. The expanded operation shall not divest the farm operation of a previous established date of operation.

(4) FARM OPERATION NOT TO BE OR BECOME A NUISANCE.—

(a) No farm operation which has been in operation for 1 year or more since its established date of operation and which was not a nuisance at the time of its established date of operation shall be a public or private nuisance if the farm operation conforms to generally accepted agricultural and management practices, except that the following conditions shall constitute evidence of a nuisance:

1. The presence of untreated or improperly treated human waste, garbage, offal, dead animals,

dangerous waste materials, or gases which are harmful to human or animal life.

2. The presence of improperly built or improperly maintained septic tanks, water closets, or privies.

3. The keeping of diseased animals which are dangerous to human health, unless such animals are kept in accordance with a current state or federal disease control program.

4. The presence of unsanitary places where animals are slaughtered, which may give rise to diseases which are harmful to human or animal life.

(b) No farm operation shall become a public or private nuisance as a result of a change in ownership, a change in the type of farm product being produced, a change in conditions in or around the locality of the farm, or a change brought about to comply with Best Management Practices adopted by local, state, or federal agencies if such farm has been in operation for 1 year or more since its established date of operation and if it was not a nuisance at the time of its established date of operation.

(5) WHEN EXPANSION OF OPERATION NOT PERMITTED.—This act shall not be construed to permit an existing farm operation to change to a more excessive farm operation with regard to noise, odor, dust, or fumes where the existing farm operation is adjacent to an established homestead or business on March 15, 1982.

(6) LIMITATION ON DUPLICATION OF GOVERNMENT REGULATION.—It is the intent of the Legislature to eliminate duplication of regulatory authority over farm operations as expressed in this subsection. Except as otherwise provided for in this section and s. 487.051(2), and notwithstanding any other provision of law, a local government may not adopt any ordinance, regulation, rule, or policy to prohibit, restrict, regulate, or otherwise limit an activity of a bona fide farm operation on land classified as agricultural land pursuant to s. 193.461, where such activity is regulated through implemented best management practices or interim measures developed by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or water management districts and adopted under chapter 120 as part of a statewide or regional program. When an activity of a farm operation takes place within a wellfield protection area as defined in any wellfield protection ordinance adopted by a local government, and the adopted best management practice or interim measure does not specifically address wellfield protection, a local government may regulate that activity pursuant to such ordinance. This subsection does not limit the powers and duties provided for in s. 373.4592 or limit the powers and duties of any local government to address an emergency as provided for in chapter 252.

History.—s. 1, ch. 79-61; ss. 1, 2, ch. 82-24; s. 9, ch. 87-367; s. 75, ch. 93-206; s. 1279, ch. 97-102; s. 25, ch. 99-391; s. 39, ch. 2000-308; s. 13, ch. 2012-83.

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TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT and COMMUNITY ENHANCEMENT

MEMORANDUM

TO: Ryan Culpepper, Development Services Director
Leon County Department of Development Support Services
and Environmental Management

THROUGH: Barry Wilcox, Division Director, Comprehensive Planning Division
Tallahassee-Leon County Planning Department

FROM: Stephen M. Hodges, Senior Planner, TLCPD

DATE: May 15, 2015

SUBJECT: Consistency Review—Ordinance Amending Chapter 10 of the Code of Laws of Leon County, Relating to the Land Development Code Amending Section 10-1.101, Definitions; Amending Section 10-6.612, Rural Zoning District; Amending Section 10-6.619, Commercial Site Location Standards

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Summary of Proposed Ordinance

The proposed ordinance to the Leon County Land Development Code (LDC) amends the following:

1. Section 10-1.101, Definitions – Provides definitions for Agritourism, Ecotourism, and Natural Resource-based Activities
2. Amending Section 10-6.612, Rural Zoning District – Substitutes new code language for the existing code language in this section based on Cycle 2015-1 Proposed Comprehensive Plan Amendment PCT150105 (Commercial Uses in the Rural Future Land Use Category)
3. Amending Section 10-6.619, Commercial Site Location Standards – Eliminates reference to minor commercial uses in the Rural zoning district

Consistency Determination

Changes Affecting the Rural Zoning District

The proposed Cycle 2015-1 Proposed Comprehensive Plan Amendment PCT150105 (Commercial Uses in the Rural Future Land Use Category) was initially submitted by the Keep it Rural Coalition (KIRC) and approved for inclusion in the 2015-1 Cycle by the Leon County Board of County Commissioners (Board) at their December 9th, 2014 Board meeting. Per Board direction, staff utilized the proposed amendment, as submitted by KIRC, to evaluate the appropriateness of commercial uses within the Rural Future Land Use Map (FLUM) category.

The proposed changes to the Rural land use category reflect the overall intent of this category as defined by the comprehensive plan, and are consistent with the stated intent of the KIRC text amendment ("protect and enhance the rural areas as an amenity to and supportive of the County and the City of Tallahassee"). This proposed amendment was reviewed and recommended for approval by the Local Planning Agency at a public hearing on April 6, 2015. The Board reviewed and voted to transmit to the State of Florida for review this proposed amendment at a public hearing on April 14, 2015.

PCT150105 introduces three new terms that require definitions in the LDC, including Agritourism, Ecotourism, and Natural Resource-based Activities. The proposed definitions for these terms as proposed for Section 10-1.101 are consistent with the intent of PCT150105 as proposed.

The proposed code language intended to replace the existing code language in Section 10-6.612, Rural Zoning District is also consistent with the policy language in PCT150105, including:

1. District intent and location
2. Allowable uses, including principal, prohibited, and conditional uses
3. Reference to Chapter 823.14 of Florida Statutes exempting bona-fide farm operation from any local regulation, ordinance, rule or policy that prohibits, restricts, regulates or otherwise limits activities of a bona-fide farm operation on land classified as agricultural land
4. Development standards, including densities and intensities, locations, and total development limits per intersection, and
5. Additional standards and limitations

Section 10-6.619, Commercial Site Location Standards is proposed to eliminate the existing reference to minor commercial uses in the Rural zoning district. This proposed change is also consistent with PCT150105 as proposed.

Summary

Should PCT150105 be adopted by the Board, and if the Florida Department of Economic Opportunity does not issue any objections or other comments, Planning Department staff finds that the proposed ordinance would be consistent with Comprehensive Plan goals, objectives, and policies. The proposed ordinance will support and further the goals, objectives and policies of the Land Use Element, including those changes proposed in Comprehensive Plan Amendment PCT150105.

If you have any questions about the review, please contact Planning Department staff at 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, July 7, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-1.101, DEFINITIONS; AMENDING SECTION 10-6.612, RURAL ZONING DISTRICT; AMENDING SECTION 10-6.619, COMMERCIAL SITE LOCATION STANDARDS; 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 Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: June 29, 2015

Leon County
Board of County Commissioners

Notes for Agenda Item #27

Leon County
Board of County Commissioners

Cover Sheet for Agenda #27

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Second and Final Public Hearing to Adopt a Proposed Ordinance Revising the Leon County Land Development Code to Amend the Lake Protection Zoning District

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the second and final Public Hearing and adopt a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District (Attachment #1), including the revised Exhibit "D" (Attachment #2).

Option #2: Direct staff to proceed with the review of additional development standards for community services and recreational facilities, as well as design standards for signage and lighting for the Lake Protection district.

Report and Discussion

Background:

The proposed Ordinance to amend the Lake Protection zoning district (Sec. 10-6.616, Land Development Code) is in response to direction by the Board, as well as response to proposed amendments to the Lake Protection Future Land Use (FLU) Category (Attachment #1). Revisions to the Lake Protection (LP) zoning district were initially considered by the Board during a workshop on November 19, 2013. During this workshop, the Board requested staff to consider recommendations intended to encourage sustainable development in the LP FLU category. In addition, the Board directed staff to review the existing exemption for sidewalks in LP and to bring back a draft Ordinance to address the requirements for developments that have the potential for "walkability." Additional amendments to the General Layout and Design Standards of Chapter 10 are necessary in order to fully implement the changes to the Lake Protection zoning district.

This proposed Ordinance is essential to the following revised FY2012-2016 Strategic Initiative that the Board approved at their January 27, 2015 meeting:

- Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)

This particular Strategic Initiative aligns with the Board's Strategic Priorities - Environment and Governance:

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (EN1, rev. 2013)
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2, 2012)
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2, 2012)

Analysis:

Lake Protection (Sec. 10-6.616)

The proposed amendments to the LP zoning district correspond to the proposed amendments to the LP FLU category. The proposed Comprehensive Plan amendment to the LP FLU (PCT150104) was reviewed by the Local Planning Agency at a workshop on February 3, 2015, and at a Public Hearing on April 6, 2015. The proposed Comprehensive Plan amendment received approval for transmittal at a Joint City-County Transmittal Public Hearing on April 14, 2015, and was adopted at a Joint City-County Adoption Public Hearing on May 26, 2015; therefore, a corresponding amendment to the LP zoning district of the LDC is required.

The LP category has been in existence since the inception of the Comprehensive Plan in 1990. The category was created in response to concerns regarding water quality in Lake Jackson. At the time, the lake had been negatively impacted by development within its watershed, including the construction of I-10 and large-scale developments along North Monroe Street (Hwy 27). These developments contributed to the degradation of the water quality in Lake Jackson by allowing untreated stormwater to flow freely into the lake.

The LP district was designed to more effectively regulate development within the Lake Jackson basin. The LP district allows traditional residential development of one dwelling unit per two acres, while allowing a Clustered Subdivision option wherein residential development is clustered on 40 percent of the site, leaving the remaining 60 percent in a natural state. Non-residential uses (minor office and commercial) are permitted; however, those uses require a Planned Unit Development rezoning. Other more intense office and commercial uses, along with industrial uses, are prohibited.

The proposed amendment modifies Sec. 10-6.616 to be consistent with the proposed amendments to the LP FLU category. The changes proposed to the district are as follows:

- Update the formatting of the district standards;
- Clarify the density for cluster development (1 dwelling unit per 2 gross acres);
- Prohibit non-residential development (excluding existing, lawfully established uses);
- Allow stormwater facilities to be included in the 60% set-aside required under the Clustered Subdivision option (provided the facility is designed as an amenity); and
- Provide specific development standards for existing non-conforming, non-residential uses.

The format of the current zoning district regulations is relatively old and outdated. In addition, a number of uses were inherited from previous zoning codes, which may or may not be applicable in today's market. These uses are also categorized using the Standard Industrial Code (SIC), which is an outdated classification code. The proposed revisions to Sec. 10-6.616 include updating the format to be consistent with previously updated zoning districts of the LDC, specifically the Mahan Corridor zoning districts. The updated format also improves readability, as well as identifies specifically prohibited uses. Additionally, the use of the SIC classification has been removed in place of a more updated and generalized list of uses.

The current LP regulations note residential density for cluster developments at a net density of two units per acre on the developed portion of the property. This form of density calculation is inconsistent with other forms of clustering or conservation subdivisions in the LDC. The more common form of calculating density utilizes the entire property, or gross acreage. By utilizing the gross acreage, more dense residential development (on central water and sewer) would potentially be allowed in cluster subdivisions, furthering the intent to provide cluster subdivisions as a more attractive option. The cluster option is intended to reduce impervious surface area, provide more natural open space, and reduce the reliance on private septic systems.

Currently, non-residential development is allowed at certain intersections within the LP zoning district, with the intent to prevent strip commercialization and provide locational certainty in non-residential development. The amendments to the LP FLU category will allow for the creation of a new zoning district, specifically intended for higher intensity and density development. This new district, Lake Protection Node (LPN), will be located at four major intersections within the LP FLU category (Attachment #2). As a result, new non-residential development will not be allowed in the amended LP zoning district and these uses will be directed to the LPN.

Under the current LP district standards, all infrastructure, including stormwater management facilities (SWMF), are limited to the 40% development area within cluster subdivisions. This further reduces the area available for residential development and is contrary to the district intent. The proposed revisions to the LP district would allow SWMFs to be included in the 60% natural area, provided the facilities are designed as a community amenity. In addition, these natural areas could be utilized for active and passive recreation.

Areas along North Monroe Street have been previously developed with non-residential uses, a number of which pre-date the adoption of the LP zoning district. Existing, lawfully established non-residential development that meets all water quality standards will be afforded a legal non-conforming status and will have specific development/redevelopment standards. However, it should be noted that a number of these sites are severely limited in redevelopment options as a result of the current stormwater standards. As a result, staff is working on a separate amendment to the stormwater standards for properties located in the LP district that may enable more flexibility for these existing sites. These new stormwater standards are discussed in more detail in a separate agenda item.

<u>Lake Protection Node District (Sec. 10-6.660)</u>
This new zoning district also is in response to the Board's Strategic Initiative to promote sustainable growth in the Lake Protection Zone, and is provided for in Comprehensive Plan amendment PCT150104. This nodal concept will establish a development pattern at primary intersections, allowing for intense and compact mixed-use developments that provide the surrounding area with opportunities for office, retail, and employment opportunities, as well as encourage pedestrian mobility. There are four major intersection locations that have been identified as being eligible for LPN zoning:

1. Highway 27 North/Capital Circle Northwest
2. Fred George Road/Highway 27 North
3. Sessions Road/Highway 27 North
4. Bull Headley Road/Bannerman Road

The extent of the nodes are more specifically illustrated in Exhibits "A", "B", "C" and "D" of Section 10-6.660 of the Ordinance. These nodes were selected as a result of the existence of non-conforming, non-residential development on site and being located at major intersections with proximity to infrastructure. These nodes would potentially allow many existing non-residential developments to attain conforming status and allow flexibility in redevelopment. By providing a more compact development, these nodes will encourage more pedestrian friendly developments, while potentially reducing vehicular trips.

The LPN district will generally allow up to eight dwelling units per acre and potentially a density bonus of up to 16 dwelling units per acre, if developed as a master plan. For developments including a vertical mixture of uses, non-residential intensity may be increased by 2,500 square feet per acre. Consistent with the LP zoning district, all development within the LPN district will be required to comply with the stormwater standards of Article IV of the LDC. Additionally, the district will identify a list of specifically prohibited uses. These prohibited uses, such as, but not limited to, golf courses, salvage yards, and warehouses, are incompatible with the node concept and do not further the intent of the district to promote traditional, walkable development patterns.

Sidewalks (Sec. 10-7.529)

The role of sidewalks in sustainable development is critical. Walkable neighborhoods reduce vehicle trips, which cut greenhouse gases and other emissions, and benefits residents by increasing opportunities for exercise, reducing their need to use fuel, and allowing them to spend more time near their home. Another advantage of walkable communities is that they facilitate interactions with neighbors, which in turn creates social capital and safer communities.

Several objectives and policies in the Comprehensive Plan promote pedestrian access and mobility for new development in order to reduce vehicular trips on the external street system and provide pedestrian interconnectivity between developments. These policies are located in the Land Use, Transportation and Education Elements of the Comprehensive Plan. However, the implementation of these requirements has created various issues since 2004, particularly within the LP zoning district. This is due mainly to the difficulty in implementing the provision of sidewalks in the LP areas because of the relatively low density of one dwelling unit per two acres, the presence of established neighborhoods in LP where sidewalks were never built, and the relative lack of walkable destinations near many residential areas.

In response to these issues, the County's LDC has been modified several times over the last decade to address sidewalks in LP and other zoning districts. Modifications have included adopting more precise sidewalk requirements for new developments, and establishing criteria and procedures for payment of fee in-lieu of constructing sidewalks; clarification of the sidewalk requirements for two-lot subdivisions of non-vacant residential property; and a one-time exemption for any proposed non-residential development consisting of 1,000 square feet or less.

At their regular meeting on January 29, 2008, the Board adopted the following exemption for new residential development in the LP zoning district: "Sidewalks shall not be required in association with new residential development within the Lake Protection zoning district." This exemption was based on the two-acre minimum residential lot size applicable in LP, as well as the Comprehensive Plan's goal of limiting total impervious area in the LP district as a primary method of protecting Lake Jackson. However, staff also stated in a status report on sidewalks provided to the Board on November 10, 2009, that the impervious surface area associated with sidewalks is negligible, or at most *de minimus*, in terms of stormwater runoff impacts.

Currently, the LDC does not require the installation of sidewalks for new residential development proposed within the LP zoning district. However, the LDC does require the installation of sidewalks for new residential development in all other zoning districts within the Urban Service Area. Furthermore, additional sidewalk requirements may apply to multi-family residential, non-residential, or institutional development for sidewalks connecting the street system to the interior of the development and between adjacent buildings and uses.

In order to foster more sustainable development within the LP land use category, staff recommends that the current exemption on sidewalks in LP be modified to require sidewalks in association with new residential development within the LP zoning district. More specifically, a development would be subject to the provision of sidewalks if one or more of the following criteria apply:

1) the development utilizes the residential cluster option; or
2) the development is required to connect to a central sewer service; or
3) there are existing or planned sidewalk facilities adjacent to the development site; or
4) the development is adjacent to a zoning district that requires sidewalks.

The proposed Ordinance will enhance the sidewalk requirements for developments that have the potential for walkability, including clustered development and areas designated as LPN, while also allowing an exemption for proposed developments that do not have this potential.

DSEM Citizen's User Group Recommendations

Staff provided the proposed amendments to the DSEM Citizen's User Group, hereinafter referred to as "User Group," for review and recommendations at their April 23, 2015 meeting. They requested more detail regarding the location and mapping of the LPN district; however, staff has not completed the methodology for mapping the district at this time. Based upon this clarification from staff, the User Group recommended approval of the proposed Ordinance, but did have concerns regarding the implementation of the LPN district; specifically, how the district would be mapped and how density would be determined on parcels bifurcated with the LPN district.

Staff has since revised the Ordinance to include exhibits illustrating the extent of the Lake Protection Node at each of the four intersections. In addition, density of bifurcated parcels will be determined based on the acreage of the portion of a parcel within the LPN, as illustrated in the referenced exhibits.

Comprehensive Plan Consistency Determination

The Planning Department has reviewed the proposed Ordinance and has provided a memorandum finding that the proposed Ordinance is consistent with the Comprehensive Plan (Attachment #3).

Planning Commission Recommendation

The Planning Commission conducted a Public Hearing on June 2, 2015 to consider the proposed Ordinance. On May 31 and June 2, 2015, prior to the Planning Commission's Public Hearing, staff received comments from the Friends of Lake Jackson that included recommended revisions and clarifications to the proposed Ordinance. The recommended revisions noted were primarily minor errors in the document. Ultimately, the Planning Commission found the proposed Ordinance consistent with the Comprehensive Plan and recommended the Board approve the proposed Ordinance, provided the following eight recommended revisions were addressed in the Ordinance:

1. Remove of the word "conforming" from the fourth paragraph of the District Intent of Lake Protection;
2. Move Campgrounds and Recreational Vehicle Parks from the list of Restricted Uses to Prohibited Uses in Lake Protection;
3. Revise the title of the LPN district, currently identified as "Lake Protection Node Zoning District," and remove the words "Zoning District;"
4. Revise subsection 2.b. of the LPN district to remove the word "only" and replace with "generally;"
5. Revise the list of Prohibited Uses in the LPN district to include motor vehicle tracks and outdoor gun ranges;
6. Revise the use category title in subsection 7 of the LPN district from "non-residential and community facilities" to "non-residential and community and recreational facilities";
7. Revise General Note #4 of the LPN district to remove "commercial site location standards (section 10-6.619)" from the sentence;
8. Revise Exhibit "D" of the LPN district located at Bull Headley and Bannerman Roads to extend the northern boundary of the properties eligible for LPN rezoning to include the majority of the property identified by Parcel Identification #14-08-20-407-003-0 and illustrated Attachment #2.

Staff supports the Planning Commission's recommendations numbered 1-7 as outlined. These revisions have been incorporated into the proposed Ordinance. Recommendation 8 will be incorporated into the proposed Ordinance upon Board's approval of the revised Exhibit "D."

Additionally, the Planning Commission considered and discussed a proposed revision from Pam Hall who requested that development standards be included for community services and recreational facilities within the Lake Protection district. She also requested that design standards be included for lighting and signage for the Lake Protection district. The Planning Commission recommended that these more substantial revisions be brought back at a later date as an amendment to the Lake Protection zoning district.

As a result, staff is requesting Board approval to proceed with the review of including additional standards for community services and recreational facilities, as well as design standards for lighting and signage within the Lake Protection district. Should the Board direct staff to move forward with drafting these revisions, staff would continue to work with Mrs. Hall and the Friends of Lake Jackson to draft the appropriate language. The request to include these additional standards would require consideration by the DSEM Citizen's User Group as well as a consistency review by the Planning Commission at a Public Hearing and ultimate consideration by the Board at two Public Hearings.

Public Notification
The Public Hearing has been publicly noticed, consistent with the requirements of Florida Statutes (Attachment #4).

Options:

1. Conduct the second and final Public Hearing and adopt a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District (Attachment #1), including the revised Exhibit "D" (Attachment #2).
2. Direct staff to proceed with the review of additional development standards for community services and recreational facilities, as well as design standards for signage and lighting for the Lake Protection district.
3. Conduct the second and final Public Hearing and do not adopt a proposed Ordinance revising the Leon County Land Development Code to amend the Lake Protection Zoning District.
4. Board direction.

Recommendation:
Options #1 and #2.

Attachments:
1. Proposed Ordinance
2. Recommended Revision to Exhibit “D”
3. Consistency Memorandum from the Planning Department dated May 15, 2015
4. Public Notice

ORDINANCE NO. 15- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.616, LAKE PROTECTION ZONING DISTRICT; ADDING A NEW SECTION 10-6.660, ENTITLED "LAKE PROTECTION NODE ZONING DISTRICT"; AMENDING SECTION 10-7.529, GENERAL REQUIREMENTS FOR SIDEWALKS WITH NEW DEVELOPMENT, FEE IN-LIEU OF SIDEWALK CONSTRUCTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intent of the Lake Protection Zoning District is to ensure that environmentally sound and sustainable development occurs within the Lake Jackson drainage basin with minimal impacts to water quality; and,

WHEREAS, the Board is desirous to ensure the continued protection of the water quality in the Lake Jackson drainage basin; and,

WHEREAS, the Ordinance will create a new zoning district intended to allow compact, mixed-use and multi-modal neighborhood centers; and,

WHEREAS, the Ordinance will clarify and improve the clustering option which is intended to encourage more sustainable residential development; and,

WHEREAS, the implementing regulations for the Lake Protection Zoning District are located in Chapter 10 of the Leon County Code of Laws; and,

WHEREAS, amendments to the applicable provisions of Chapter 10 will be required to maintain consistency with the Comprehensive Plan; and,

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

SECTION 1. Section 10-6.616 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Lake Protection Zoning District," is hereby amended to read as follows:

Sec. 10-6.616 Lake Protection.

~~(a) Purpose and intent. The purpose and intent of the lake protection district is for activities in the area immediately adjacent to and affecting Lake Jackson while protecting that water body and ecosystem. This district's location is based on the lake basin boundary so adjusted to include contributing watersheds but to exclude existing, more intensely developed areas south of Interstate 10. This district allows residential uses to a maximum density of one unit per two acres. An option to cluster residential uses is allowed on 40 percent of the site at a net density of two units per acre on the developed portion of the property. The remaining 60 percent of the property must remain in natural open space in perpetuity. This cluster option is intended to leave large areas of land undisturbed within the critically impacted area and be designed to minimize non-point pollution from the site. Minor office and minor commercial uses may be approved through review by the PUD process. Approval of the PUD by the board of county commissioners shall be based upon findings that the proposed use is consistent with the purpose and intent stated herein and the proposed development will comply with the provisions of subsection 10-4.323(b)(3). All other commercial, office, and industrial uses are prohibited. Urban services are intended for this category inside the urban service area. Existing nonresidential uses within this district that meet all water quality standards set forth in the comprehensive plan and the environmental regulations of the county will be considered permitted, lawfully established conforming uses.~~

~~(b) Allowable uses. For the purpose of this article, the following land use types are allowable in this zoning district and are controlled by the land use development standards of this article, the Comprehensive Plan and schedules of permitted uses.~~

~~(1) Minor commercial, planned unit development approval required and runoff retained on-site required.~~

~~(2) Minor office, planned unit development approval required and runoff retained on-site required.~~

~~(3) Low-density residential, runoff retained on-site required.~~

~~(4) Passive recreation, runoff retained on-site required.~~

~~(5) Active recreation, runoff retained on-site required.~~

~~(6) Community services.~~

~~(c) List of permitted uses. Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Allowable uses, appropriate permit level and applicable development and locational standards in the lake protection district are as follows:~~

~~P = Permitted use R = Restricted use S = Special exception~~

~~Legend~~					
~~Ag~~	~~=~~	~~Agricultural~~	~~LR~~	~~=~~	~~Low-density residential~~
~~MO~~	~~=~~	~~Minor office~~	~~AR~~	~~=~~	~~Active recreation~~
~~MC~~	~~=~~	~~Minor commercial~~	~~CS~~	~~=~~	~~Community services~~

-

		~~Development and Locational Standards~~					
~~SIC Code~~	~~Name of Use~~	~~Ag~~	~~MO*~~	~~MC*~~	~~LR~~	~~AR~~	~~CS~~
	~~RESIDENTIAL~~						
	~~Dwelling, one-family~~				~~P~~		
	~~Dwelling, two-family~~				~~P~~		
	~~Dwelling, townhouse~~				~~R~~		
	~~Dwelling, mobile home~~				~~P~~		
	~~Mobile home park~~				~~S~~		
	~~AGRICULTURE, FORESTRY, AND FISHING~~						
~~01~~	~~Agricultural production—Crops~~	~~R~~					
~~02~~	~~Agricultural production—Livestock~~	~~R~~					
~~092~~	~~Fish hatcheries and preserves~~	~~S~~					

	~~TRANSPORTATION AND PUBLIC UTILITIES~~						
~~43~~	~~Postal service~~						~~S~~
	~~RETAIL TRADE~~						
~~581~~	~~Eating and drinking places~~			~~S~~			
~~591~~	~~Drugstores and proprietary stores~~			~~S~~			
~~592~~	~~Liquor stores~~			~~S~~			
~~5992~~	~~Florists~~			~~S~~			
~~5993~~	~~Tobacco stores and stands~~			~~S~~			
~~5994~~	~~News dealers and newsstands~~			~~S~~			
	~~FINANCE, INSURANCE, AND REAL ESTATE~~						
~~602~~	~~Commercial banks~~		~~S~~				
~~603~~	~~Savings institutions~~		~~S~~				
~~606~~	~~Credit unions~~		~~S~~				
~~611~~	~~Federal and federal sponsored credit~~		~~S~~				
~~614~~	~~Personal credit institutions~~		~~S~~				
~~616~~	~~Mortgage bankers and brokers~~		~~S~~				
~~62~~	~~Security and commodity brokers~~		~~S~~				
~~64~~	~~Insurance agents, brokers, and service~~		~~S~~				
~~65~~	~~Real estate~~		~~S~~				
~~654~~	~~Title abstract offices~~		~~S~~				
	~~SERVICES~~						
~~703~~	~~Camps and recreational vehicle parks~~					~~R~~	
~~721~~	~~Laundry, cleaning, and garment services~~			~~S~~			
~~7215~~	~~Coin-operated laundries and cleaning~~			~~S~~			
~~723~~	~~Beauty shops~~		~~S~~				

~~724~~	~~Barber shops~~		~~S~~				
~~725~~	~~Shoe repair and shoeshine parlors~~		~~S~~				
~~7311~~	~~Advertising agencies~~		~~S~~				
~~732~~	~~Credit reporting and collection~~		~~S~~				
~~7361~~	~~Employment agencies~~		~~S~~				
~~737~~	~~Computer and data processing services~~		~~S~~				
~~784~~	~~Video tape rental~~			~~S~~			
~~7997~~	~~Membership sports and recreation clubs~~		~~S~~			~~S~~	
~~801~~	~~Offices and clinics of medical doctors~~		~~S~~				
~~802~~	~~Offices and clinics of dentists~~		~~S~~				
~~804~~	~~Offices of other health practitioners~~		~~S~~				
~~807~~	~~Medical and dental laboratories~~		~~S~~				
~~808~~	~~Home health care services~~		~~S~~				
~~81~~	~~Legal services~~		~~S~~				
~~821~~	~~Elementary and secondary schools~~						~~S~~
~~823~~	~~Libraries—Less than 7500 sq. ft.~~		~~S~~	~~S~~			
~~823~~	~~Libraries—7500 sq. ft. or more~~						~~S~~
~~835~~	~~Day care services~~		~~S~~				
~~836~~	~~Residential care~~		~~S~~				
~~841~~	~~Museums and art galleries~~					~~S~~	
~~842~~	~~Botanical and zoological gardens~~					~~S~~	
~~864~~	~~Civic and social associations~~						~~S~~
~~866~~	~~Religious organizations~~						~~S~~
~~871~~	~~Engineering and architectural services~~		~~S~~				
~~872~~	~~Accounting, auditing, and bookkeeping~~		~~S~~				
~~873~~	~~Research and testing services~~		~~S~~				
~~874~~	~~Management and public relations~~		~~S~~				

	~~PUBLIC ADMINISTRATION~~						
~~91~~	~~Executive, legislative and general~~						~~S~~
~~922~~	~~Public order and safety~~						~~S~~
~~9221~~	~~Police protection~~						~~S~~
~~9224~~	~~Fire protection~~						~~S~~
	~~RECREATION~~						
	~~Hiking and nature trails~~					~~P~~	
	~~Picnicking~~					~~P~~	
	~~Canoe trails~~					~~P~~	
	~~Bicycle trails~~					~~P~~	
	~~Horseback riding trails~~					~~P~~	
	~~Tot lots~~					~~P~~	
	~~Court sports~~					~~R~~	
	~~Field sports~~					~~R~~	
	~~Boat landings~~					~~P~~	
	~~Archaeological historical sites~~					~~S~~	

-

~~* Minimum criteria for approval shall require a finding that the proposed uses would be consistent with the district intent; would not be likely to create significant detrimental environmental impacts; nor be likely to interfere with any lawfully established uses.~~

~~(d) The maximum allowable floor area in the lake protection district is as follows:~~

~~COMMERCIAL LAND USE TYPE~~	~~LAKE PROTECTION~~
~~MINOR~~	
~~Total location~~	~~40,000~~
~~Single site or quadrant~~	~~20,000~~
~~Single structure~~	~~20,000~~

-

~~(e) The minimum development standards in the lake protection district are as follows:~~

	~~Low-Density Residential~~		~~Commercial Office~~		~~Community Services; Active Recreation; Public, Primary and Secondary Schools~~
	~~Noncluster~~	~~Cluster*~~	~~Noncluster~~	~~Cluster*~~	
~~MINIMUM SETBACKS (FEET)~~					
~~Front yard~~					
~~Building~~	~~25~~	~~25*~~	~~30~~	~~25*~~	~~30~~
~~Parking~~	~~—~~	~~—~~	~~40~~	~~40*~~	~~40~~
~~Corner yard~~					
~~Building~~	~~25~~	~~25*~~	~~30~~	~~25*~~	~~30~~
~~Parking~~	~~—~~	~~—~~	~~40~~	~~40*~~	~~40~~
~~Side yard~~					
~~Building~~	~~15~~	~~15*~~	~~40~~	~~20*~~	~~40~~
~~Parking~~	~~—~~	~~—~~	~~40~~	~~20*~~	~~40~~
~~Rear yard~~					
~~Building~~	~~25~~	~~25*~~	~~50~~	~~30*~~	~~50~~
~~Parking~~	~~—~~	~~—~~	~~40~~	~~10*~~	~~40~~
~~Adjoining lower intensity zoning district~~					
~~Building~~	~~—~~	~~—~~	~~50~~	~~50*~~	~~—~~
~~Parking~~	~~—~~	~~—~~	~~50~~	~~50*~~	~~—~~
~~Maximum % impervious surface area~~	~~30~~	~~25**~~	~~40~~	~~25**~~	~~40~~
~~Maximum height at building envelope perimeter~~	~~—~~	~~35~~	~~35~~	~~35~~	~~35~~
~~Maximum additional height/additional zoning setback~~	~~1'/1'~~	~~—~~	~~1'/1'~~	~~1'/1'~~	~~1'/1'~~

~~Maximum total height~~	~~35~~	~~35~~	~~45~~	~~45~~	~~45***~~
~~Minimum lot frontage~~	~~15~~	~~15~~	~~40~~	~~40~~	~~—~~
~~Minimum lot area~~	~~2.0~~	~~****~~	~~2.0~~	~~1.0~~	~~—~~

-

~~* This number applies to the perimeter setback only.~~

~~** Maximum percent impervious area of developable portion of site.~~

~~*** This height applies to habitable portion of a structure.~~

~~**** If central sanitary sewer is not available, lot sizes shall be at a minimum one-half acre of contiguous buildable area.~~

~~(f) Development standards. All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (Subdivision 3 of Division 5 of Article VII).~~

~~(g) Specific restrictions. If uses are restricted according to the schedule of permitted uses, they are not allowed unless they follow the general development guidelines for restricted uses as provided in this division. Specific restricted uses are addressed below.~~

~~(1) Nonresidential uses allowed only upon approval of a site and development plan by the Board of County Commissioners.~~

~~(h) Vested developments. Any development meeting the requirements of Footnote 1 of the Lake Protection Future Land Use Category in the 2010 Tallahassee-Leon County Comprehensive Plan shall be vested as provided therein.~~

Sec. 10-6.616 Lake Protection.

1. District Intent	2. Allowable District Location
The purpose and intent of the Lake Protection (LP) zoning district is to allow for the regulation and, where appropriate, limitation of development and redevelopment of land within the Lake Jackson Basin in a manner that improves water quality within the Lake. The bounds of the category include the Lake Jackson Basin and contributing watersheds and limited to the Urban Service Area. Intensely developed properties and areas south of Interstate 10 (I-10) have been excluded from the boundary. The LP zoning district shall permit single-family residential development at one (1) dwelling unit per two (2) gross acres. A Clustered Subdivision option is available that allows two (2) dwelling units per gross acre, consistent with environmental and infrastructure constraints. The Clustered Subdivision option allows an increased number of residential units if developed on 40 percent of the property, provided central water and sewer are available and leaving the remaining 60 percent of the property as contiguous, undisturbed open space in perpetuity. The Cluster Subdivision option is intended to leave large areas of natural open space within the watershed and minimize pollution. Community services, light infrastructure and passive recreational facilities, including boat ramps, consistent with the applicable provisions of section 10-6.806, may be approved by the Board of County Commissioners through review by the existing Type "C" process. Approval by the Board of County Commissioners shall be based upon findings that the proposed use is consistent with the purpose and intent stated herein and the proposed development will comply with the provisions of Section 10-4.323(b), as well as all current stormwater regulations. Other nonresidential uses are not permitted within the LP zoning district. However, lawfully established, nonresidential uses within this district that meet all current water quality and stormwater management standards set forth in the Comprehensive Plan and the environmental regulations of the County will be considered permitted, conforming uses. These sites shall be regulated by the allowable uses provided in Section 10-6.660, Lake Protection Node, subject to additional limitations noted herein. Urban services are intended for this district. The density of permitted development may depend upon the availability of such services.	The district may only be located within areas designated Lake Protection on the Future Land Use Map.

PERMITTED, PROHIBITED AND RESTRICTED USES

3. Principal Uses	4. Prohibited Uses	5. Restricted Uses
(1) Single-family detached dwellings. (2) Community services in accordance with section 10-6.806 of these regulations. (3) Passive recreational facilities and boat ramps. (4) Light Infrastructure	(1) Commercial, retail, office, and industrial activities (2) Active Recreation, except for boat ramps (3) Golf Courses (4) Manufactured and/or Mobile Home Parks (5) High schools and post-secondary schools are prohibited (6) Heavy infrastructure (7) Other uses which, in the opinion of the County Administrator or designee, are of a similar nature to those prohibited uses in this district.	(1) Single-family attached dwellings shall be allowed in a Clustered Subdivision. (2) Mobile Homes and Standard Design Manufactured Homes may be replaced or may be located within subdivisions platted explicitly for manufactured housing. (3) Campgrounds and recreational vehicle parks* *Campgrounds and recreational vehicle parks shall address the provisions of Section 10-6.611, unless otherwise provided for in this section.

DEVELOPMENT STANDARDS									
6. Minimum Lot or Site Size				**7. Minimum Building Setbacks**				**8. Maximum Building Restrictions**	
Use Category	**a. Lot or Site Area**	**b. Lot Width**	**c. Lot Depth**	**a. Front**	**b. Side-Interior Lot**	**c. Side-Corner Lot**	**d. Rear**	**a. Building Size (excluding gross building floor area used for parking)**	**b. Building Height (excluding stories used for parking)**
Conventional Residential									
Single-Family Detached Dwellings	2 acres	80 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	Not applicable	3 stories
Clustered Subdivision									
Single-Family Detached Dwellings	5,000 square feet	40 feet	100 feet	15 feet; 10 feet w/ alley-loaded garage	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	15 feet; 10 feet w/ alley-loaded garage	Not applicable	3 stories
Single-Family Attached Dwellings	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	15 feet; 10 feet w/ alley-loaded garage	Not applicable	15 feet	15 feet; 10 feet w/ alley-loaded garage	maximum length: 8 units	3 stories
Existing Non-residential, Non-conforming Uses									
Lawfully Established Non-Residential Use; refer to additional standards noted in subsection 10	N/A	60 feet	100 feet	25 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

GENERAL NOTES:

1. If central sanitary sewer is not available, residential lots shall contain a minimum of 0.50 acres of contiguous buildable area. Nonresidential development and community facilities are limited to a maximum of 900 gallons of wastewater flow per day. Refer to sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Residential lots in Clustered Subdivisions less than 60 feet in width shall be alley-loaded.
3. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
4. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).

9. *Clustered Subdivision*.

1. Density and Layout.

The maximum gross density allowed for new residential development in the LP district is one (1) dwelling unit per two (2) gross acres. As an alternative to large-lot developments, a Clustered Subdivision shall be permitted within the Lake Protection zoning district. Clustered Subdivisions shall:

(a) contain a minimum of 60% open space as a reserve area, comprised of such things as Special Development Zones, preservation and conservation features, undeveloped uplands, passive recreation areas, and stormwater facilities designed as a community amenity;
(b) Be developed at a maximum density of two (2) dwelling units per gross acre;
(c) Be served by central water and sewer systems

2. Reserve area.

The acreage of the reserve area shall comprise no less than 60 percent of the total parcel; shall be permanently preserved though the creation of a perpetual easement; shall be continuous and contiguous with other portions of the site; shall be contiguous with or proximal to existing or planned public or private greenspace to the greatest extent practicable, and shall be of sufficient size and buffered to ensure the protection of all critical on-site resources that are to be preserved and to accommodate authorized uses.

(a) All preservation areas, Special Development Zones, conservation areas, archaeological sites and view-shed areas within designated protection zones for canopy roads shall be incorporated into the reserve area even if total acreage exceeds the minimum requirement of 60 percent of the total parcel; other open space areas shall be incorporated into the reserve area to the greatest extent practicable.
(b) The reserve area shall adjoin any existing or planned adjacent areas of open space, or natural areas that would be potential sites for inclusion as part of a future area of protected open space as depicted in the Greenways Master Plan. In those instances where a Clustered Subdivision will be located adjacent to another existing or planned Clustered Subdivision, each Clustered Subdivision shall be designed so that reserve areas of each are adjacent.
(c) Reserve area land shall be reserved permanently by easement for natural open space, passive recreation uses (e.g., greenbelts, trails, picnic areas or open fields), stormwater facilities, or other environmental conservation purposes.
(d) Stormwater management facilities which are otherwise permissible are allowed in the reserve area provided that the facilities are located outside of preservation areas, canopy road protection zones, naturally forested areas, Special Development Zones, and meet either of the applicable following two standards:
    1. Wet retention ponds shall have side slopes of 6:1 or flatter with appropriate wetland tree and aquatic plants species that visually integrates the stormwater facility into the overall reserve area.
    2. All other retention ponds shall have side slopes of flatter than 4:1 or with appropriate tree and plant species that visually integrates the stormwater facility into the overall reserve area. All such facilities shall be designed as community amenities, with trails, observation decks, or platforms where appropriate,
(e) All applicants for a Clustered Subdivision shall submit a management plan describing how the reserve area land will be maintained in perpetuity, including provision of a dedicated source of funds approved by the local government, to finance the timely and consistent execution of the plan.

3. Development area.

The development area shall be the area not set aside as reserve area and shall comprise no more than 40% of the total parcel. The development area shall be located on the least environmentally sensitive or otherwise significant portions of the total Clustered Subdivision parcel; be contiguous to the greatest extent practicable; and allow maximum open space to be easily maintained in the reserve area. Design of the development area shall follow the procedural steps set forth below.

(a) Delineate areas of the site to be reserved due to their significant features and value to the area's continued natural character in accordance with subsection 2 above;
(b) Determine the number of allowable lots desired;

(c) Locate potential development sites on the area of the tract not delineated as reserve area, with due consideration for topography, soil suitability for construction, and efficient service by public or central water and sewerage systems;

(d) Align streets to serve residential sites, with due consideration for topography and connections to existing, planned or potential streets in adjacent areas, and align pedestrian trails if planned; and

(e) Delineate boundaries of individual residential lots where lot sizes and shapes, block sizes and shapes, and street networks and alignments shall be designed in accordance with accepted planning practices to produce a rational and economical system without undue clearing or grading. The lot arrangement, design and orientation shall be such that all lots will provide satisfactory building sites that are properly related to topography and the character of surrounding development, encourage a range of housing types and sizes, and provide safe and convenient vehicular access to public streets.

(f) Specific development and locational standards shall be subject to the minimum standards of the underlying land use category and base zoning district and shall be established at the time of development plan submittal.

10. *Existing Nonconforming Non-residential Uses.*

Existing non-residential uses within the Lake Protection land use category that meet all water quality and stormwater standards for their respective use, as specified within the land development regulations, will be considered permitted uses.

11. *Sidewalks.*

Sidewalks shall be provided in the LP district consistent with the provisions of Sec. 10-7.529. For Clustered Subdivisions, all required sidewalks shall connect to existing and proposed sidewalks to the maximum extent possible. Multi-use trails designed for non-motorized vehicles and pedestrians are also encouraged in the LP district to promote connectivity and to reduce automobile dependency.

12. *Stormwater Management.*

Refer to Sec. 10-4.301 for water quality treatment and volume control standards associated with development. Whenever possible, Low Impact Development (LID) techniques, as outlined in Section 10-4.308, such as rain gardens and bio-retention swales are encouraged to allow stormwater infiltration to occur as close to the source as possible. A decentralized stormwater management design which disperses stormwater facilities across the site rather than to a centralized treatment facility is encouraged.

SECTION 2. A new Section 10-6.660 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Lake Protection Node Zoning District," is hereby created to read as follows:

Sec. 10-6.660. Lake Protection Node Zoning District.

1. District Intent	2. Allowable District Location
The Lake Protection Node (LPN) zoning district is intended to: 1. Accommodate compact mixed-use development at designated major intersections to provide retail, service and recreation opportunities to nearby residents; 2. Provide a development pattern that is transit supportive, based on a high degree of interconnected streets, and a compact layout of uses that addresses streets and sidewalks; 3. Create a development pattern that maximizes infrastructure and minimizes environmental impact by concentrating non-residential uses around major intersections; 4. Protect community health and safety by minimizing automobile dependency and reducing vehicle miles traveled through design supporting a variety of travel modes; 5. Create a community where travel by foot and bicycle is safe, convenient, and comfortable; 6. Minimize stormwater runoff by limiting surface area devoted to parking and requiring strict volume control stormwater facilities; and, 7. Facilitate compatibility with nearby neighborhoods through buffers, transitioning building mass and scale, and through careful site design. The LPN District shall permit residential, non-residential, and mixed-use development (including, but not limited to, office and commercial uses) utilizing urban services. Non-residential development allowed within this district is limited to office, retail, services, and community facilities. The LPN district also allows certain community and recreational facilities related to residential uses. Urban services are intended for this district inside the urban service area. The density or intensity of permitted development may depend upon the availability of such services. Existing nonresidential uses within this district that meet all water quality and stormwater treatment standards set forth in the Comprehensive Plan and the environmental regulations of the County will be considered permitted, lawfully established conforming uses.	a. The district may only be located within areas designated Lake Protection on the Future Land Use Map; and, b. The Lake Protection Node zoning district shall be permitted only within ¼ mile of the center of the following intersections and as specifically illustrated in Exhibits A, B, C and D of this section: (1) Highway 27 North and Sessions Road (2) Highway 27 North and Fred George Road (3) Highway 27 North and Capital Circle NW/Old Bainbridge Road (4) Bannerman Road and Bull Headley Road, and c. Within the areas described in (b), the location of the district may be further limited to facilitate compatibility with existing residential areas in the Lake Protection Future Land Use category or to minimize potential adverse environmental impacts on Lake Jackson and its tributaries and other environmental features; and, d. Shall be located in areas served by central sewer and central water.

PERMITTED, PROHIBITED, AND RESTRICTED USES

3. Principal Uses	4. Prohibited Uses	5. Restricted Uses	6. Accessory Uses
(1) Active and Passive Recreation Facilities (2) Automotive Retail, Service, and Repair, including Car Wash (3) Banks and Other Financial Institutions (4) Community facilities related to the permitted principal uses, including libraries, religious facilities, police/fire stations, and elementary, middle, high, and vocational schools. (5) Government Offices and Services (6) Live-Work Units (7) Lodging (8) Medical and Dental Offices, Services, Laboratories, and Clinics (9) Nursing Homes and Other Residential Care Facilities (10) Daycare Centers (11) Office	(1) Campgrounds and recreational vehicle parks, except where legally established and in existence prior to 01-01-2010 (2) Gas stations, fuel/oil dealers and liquefied petroleum products (3) Golf Courses (4) Heavy Equipment Rental (5) Manufactured Home Parks (6) Outdoor storage (7) Residential – Mobile Homes and Standard Design Manufactured Homes (8) Scrap Material storage or processing (9) Towing, wrecking, and recovery (10) Warehouses and Self-Storage (11) Welding and machine shops (12) Wholesale Trade (13) Dry Cleaners	(1) Small appliance repair. a. All repair activity shall occur within an enclosed structure; (2) Pet Day Care. a. Shall be an accessory use to a veterinary clinic or pet store. b. Outside boarding and unsupervised outside activity are prohibited. (3) Shared stormwater management facilities. a. Shall be designed as an amenity b. Safety fences shall be planted with vegetation equal to the fence height at plant maturity. c. Shall meet the requirements of Section 10-4.301 of the LDC.	(1) Any use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.

(12) Residential – Any Unit Type (13) Restaurants, without Drive-in Facilities (14) Retail (15) Studios for Photography, Music, Art, Dance, and Voice (16) Retail Commercial	(14) 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.		

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DEVELOPMENT STANDARDS										
	7. Density, Intensity and Building Restrictions			8. Lot or Site Area Restrictions			9. Building Setbacks			
Use Category	*a. Allowable Densities (dwelling units/ acre)*	*b. Allowable Intensities (square feet/ acre)*	*c. Maximum Building Height*	*a. Minimum Lot Area*	*b. Lot Width*	*c. Minimum Lot Depth*	*a. Front*	*b. Side Interior*	*c. Side Corner*	*d. Rear*
SINGLE USE DEVELOPMENT										
Single-Family Detached and Attached Residential	Min: 4 Max:8	None	35 feet	None	None	None	Min: 10 feet Max: 15 feet	Min: 0 feet Max: 10 feet Adjoins existing single family subdivisions : 25 feet min.	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins existing single family subdivisions 40 feet min.
Multi-Family Residential	Min: 4 Max:8	None	35 feet	None	None	None	Min: 5 feet Max: 15 feet	Min: 10 feet Max: 15 feet Adjoins RP Future Land Use Category: 40 feet min.	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins existing single family subdivisions: 40 feet min.
Non-Residential and Community Facilities	N/A	10,000 sf/ac, Vertical mixture of uses may receive a bonus of 2,500 sf/ac for a total of 12,500 sq ft/ac	4 stories	N/A	N/A	N/A	Min: 5 feet Max: 15 feet	Min: Zero [abutting buildings] or 10 feet Max: 15 feet Adjoins existing single family subdivisions :	Min: Zero Max: 15 feet	Min: 20 feet Adjoins existing single family subdivisions : 40 feet min.

								40 feet min.		
MIXED-USE DEVELOPMENT										
Mixed-Use Development	Min: 4 Max:8	10,000 sf/ac Vertical mixture of uses may receive a bonus of 2,500 sf/ac for a total of 12,500 sq ft/ac	4 stories	N/A	N/A	N/A	Min: 5 feet Max: 15 feet	Min: Zero [abutting buildings]or 10 feet Max: 15 feet Adjoins existing single family subdivisions : 40 feet min.	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins existing single family subdivisions : 40 feet min.

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10. Building Size Standards		
Use Category	*a. Maximum Building Size*	*b. Maximum building floor area per structure*
Single-Family Detached and Attached Residential	N/A	N/A
Multi-Family Residential	15,000 sq. ft.	N/A
Non-Residential and Community Facilities	Standard: 10,000 sq ft.	Standard: 14,000 sq ft.
Mixed-Use Development	Standard: 10,000 sq ft.	Standard: 30,000 sq ft.

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11. Mixed Use Incentive qualifications.

Developments incorporating a vertical mixture of residential and non-residential uses within a single development application or those which retrofit an existing development to include a vertical mixture of residential and non-residential uses, qualify for additional density and intensity provided for mixed-use development, pursuant to the following criteria:

a. At the completion of all development phases, no less than 20% of the gross floor area within the development is devoted to either residential use or non-residential use;
b. The development consists of a mixture of uses within a single building or within multiple adjacent buildings, wherein the different uses are located no further than 200 feet apart; and,
c. The development application must provide a common plan for the development of all included parcels, including shared infrastructure.

12. Access Management:

a. Direct access to an arterial roadway or major collector shall be limited and provided via public right-of-way.
b. There shall be no more than one public right-of-way connection to an arterial roadway and to each adjacent collector street per each nodal quadrant; until such time as a street system is created to provide access to all parcels adjoining the adjacent arterial roadway or the adjacent collector street, individual properties may obtain access, if needed, on a temporary basis.
c. Applicants for development shall enter an agreement to cooperate in any future project to consolidate access points or to share access with abutting properties as opportunities arise.

13. Blocks, Frontage, &Sidewalks.

Street design and layout shall support an interconnected street network and pattern of a scale conducive to pedestrian and bicycle use.

a. **Block Length:** Long side: 600 feet maximum, except where divided by a mid-block pedestrian crossing or alley, in which case, maximum block length may be 850 feet. Short side: Distance may vary between 200 and 400 feet to accommodate environmental and physiographic limitations.
b. **Mid-block Pedestrian Crossings:** A publicly accessible pedestrian crossing shall be provided for blocks with a length greater than 600 feet on one or more sides.
c. **Sidewalk width and placement:** Frontage sidewalks shall be a minimum of eight feet in width. All other sidewalks shall be no less than five feet in width.
d. **Pedestrian weather protection:** Where practical, non-residential and mixed-use buildings shall provide weather protection – arcade, awning, etc. – along the frontage sidewalk extending at least three feet.
e. **Alternative Surface Material:** Use of distinctive paving texture, type, and color for transitions between neighborhoods and within pedestrian areas is encouraged. Interconnections between neighborhoods should also be distinguished through the use of vertical architectural elements, such as archways, gateways, or bollards.

14. Street Trees.

All development or redevelopment shall incorporate street trees within the right-of-way, preferably between the back of curb and sidewalk.

a. Street trees shall be planted between 20-30 feet on center, except when a greater distance may be required to avoid conflict with visibility, street lamps, utilities, or safety issues would be compromised with the required location.
b. A minimum planting strip of six (6) feet shall be provided between the back of curb and sidewalk, except where on-street parking is provided and tree wells or planters are more appropriate.
c. Tree selection and location shall be approved by the local utility provider and shall be no higher than 20 feet at maturity when located beneath power lines.

15. Parking.

a. **Location:** Parking shall not be located between the building façade and the right-of-way, and shall be located on-street, internal to the block, or to the rear of structures. Where site constraints necessitate, up to 25% of required parking may be permitted to the side of buildings.
b. **On-street parking:** All streets created or expanded in association with development in this district shall be designed to accommodate on-street parking.
c. **Quantity:** On-site parking shall be limited to a range of 40% to 70% of the general parking standard set forth in Section 10-7.545, Schedule 6-2. On-street parking, provided on adjacent rights-of-way within the LPN zoning district without crossing an arterial or collector street may be counted towards meeting the parking requirement. Shared parking may also count toward the requirement.
d. **Size:** Individual off-street surface parking lots shall not exceed 0.75 acre.

16. Building Position.

a. **Orientation:** The principal building entryway shall be oriented to the street, other than an arterial roadway, and be designed to provide direct pedestrian access from that street. Where buildings are equidistant to two or more streets, the principal entryway may be located on either street. Buildings may be oriented toward the arterial roadway so long as there is a parallel street located between the arterial roadway and the building.

b. **Encroachments:** Porches, balconies, patios, pedestrian weather protection features and other like architectural features may encroach into 50% of the front setbacks. Seating within the required yard setbacks shall be allowed. Encroachments – permanent and temporary – shall not result in a constrained pedestrian passageway of less than five feet in width.

a. **Building Façade Length.**

Non-residential and mixed-use building façades along any public street frontage shall not exceed 100 feet, unless vertical structural elements and functional entrance doors divide that façade no less than every 50 feet.

b. Transparency.

Adjacent to streets, sidewalks, and publicly accessible parking areas, non-residential and mixed-use buildings shall provide a minimum façade transparency of 50% at pedestrian level – between 2 and 8 feet above finished grade – and residential buildings shall provide a minimum façade transparency of 25% at pedestrian level.

c. Building materials.

i. The following materials are prohibited: corrugated metal, standing seam, or v-crimp metal sheeting exterior walls or wall coverings.

ii. The use of vinyl siding may not comprise more than 20% of any exterior wall plane.

d. Roof types:

i. All roof types are allowed. The use of gable roofs, cross gable roofs, and dormers are encouraged for buildings of two stories or less.

ii. Flat roofs shall provide horizontal articulation with a building cap at the top of the building base and/or incorporate the use of parapets.

22. Buffering, fencing, and screening.

a. **Buffer Zone Standards:** Buffering is not required between uses in the LPN zoning district. Where development abuts existing single-family subdivisions, the landscape buffer standards of Section 10-7.522 shall apply.

b. **Fencing:** Chain link fencing visible from public right-of-way or property is prohibited, unless screened by vegetation that covers completely at plant maturity.

c. **Screening of service connections and facilities:** Outdoor service areas – loading docks, trash collection, outdoor storage, mechanical equipment – shall be mitigated by the use of screening material consistent with the materials and design treatments of the primary facade of the primary building and/or evergreen landscape plant material.

i. Landscape plans shall provide sight lines for natural surveillance between 3 and 8 feet above grade.

ii. The service areas shall not be within 50 feet of any adjoining residential property.

iii. The service areas shall be screened with vegetation and fences/ masonry walls that are of sufficient height (min. 6') and opacity (min. 50%) to screen from nearby streets and residential areas. Fences or masonry walls shall be constructed with materials that are incorporated in the design of the principal building.

iv. Above-ground utility boxes visible from the street shall be screened with landscaping on at least two sides, thereby preserving access for the utility provider.

d. **Off-street parking–Landscaping**: A minimum 10-feet wide landscaping strip shall line the perimeter of surface parking lots, and shall be landscaped with one canopy tree per 20 linear feet of frontage and a continuous row of shrubbery not to exceed three feet at maturity.

e. **Required Landscaping–Alternative Compliance Methods.** Development is encouraged to utilize the site design alternatives set out in Section 10-4.346 and 10-4.350.

23. Lighting:

a. **Intensity limits.** Lighting levels at the property line as measured at 6 feet above ground level shall not exceed 0.5 foot-candles. The foot-candle average in on-site parking lots should not exceed 2.0 foot-candles. The recommended maximum uniformity ratio (average: minimum light level) is 4:1.

b. **Light fixture types and location:**

i. "Shoebox" and "Cobrahead" lights are prohibited.

ii. All light fixtures shall be full cut-off type fixtures and direct light internal to the site.

iii. Individual light poles and wall mounted light fixtures shall be no taller than 20 feet above grade. Wall mounted light fixtures shall be placed no closer than every 25 feet along the façade. Lighted bollards are encouraged along pedestrian routes.

24. Signage.

All signs shall comply with the County sign code and requirements set out in this section; where conflicts occur, the most restrictive standard applies.

a. **Prohibited Signs:** Roof signs, billboard signs, pole signs, signs that rotate or are in motion, including animated signs, are not allowed in this district.

b. One free-standing monument ground sign of no greater than 80 square feet display area per side, with no more than two sides, may be provided for each tenant. Properties shall be entitled to one ground sign per 500 feet of frontage.

c. **Maximum height** of monument signs shall not exceed six feet above grade for single tenant structures and shall not exceed 15 feet above grade for multiple tenant structures.

d. Monument ground signs shall incorporate the same exterior materials as the principal structure, and should utilize exterior finish of metal, wood, or masonry materials.

e. Two on-site directional signs, not to exceed 4 square feet each, shall be allowed per tenant. Such signs are intended for navigational purposes and shall be free of logos, advertisements, badges, or slogans.

f. **Sign Illumination:**

i. Prohibited lighting: Flashing, rotating, pulsing, search, laser, or lights moving in any manner.

ii. Ground sign lighting: Ground signs are encouraged to be illuminated with an opaque field and letters of a lighter tone to control glare.

iii. Wall sign lighting: Wall mounted signs shall be internally illuminated or externally illuminated with full cut off-type light fixtures directed downward.

25. Stormwater Management Facilities.

a. Refer to Sec. 10-4.301 for water quality treatment and volume control standards associated with development.

b. Whenever possible, Low Impact Development (LID) techniques such as rain gardens and bio-retention swales are encouraged to allow stormwater infiltration to occur as close to the source as possible. A decentralized stormwater management design which disperses stormwater facilities across the site rather than to a centralized treatment facility is encouraged.

c. Landscape vegetation shall be incorporated around the perimeter of the stormwater facility, which at maturity will visually conceal required fencing.

d. Landscape plants should be native. A minimum of four different species of trees and shrubs shall be utilized. Stormwater management facilities shall incorporate appropriate tree and plant species that take into account the soil, hydrologic, and other site and facility conditions. Existing vegetation should be incorporated into the facility design where possible.

e. Existing non-residential uses within the Lake Protection land use category that meet all water quality and stormwater management standards for their respective use, as specified within the land development regulations, will be considered permitted uses.

26. Sidewalks.

Sidewalks shall be provided in the LPN district consistent with the provisions of Sec. 10-7.529. For clustered subdivision, all required sidewalks shall connect to existing and proposed sidewalks to the maximum extent possible. Multi-use trails designed for non-motorized vehicles and pedestrians are also encouraged in the LPN district to promote connectivity and to reduce automobile dependency.

GENERAL NOTES:

1. Central sanitary sewer and water are required within LPN.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).

4. Development standards. All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (Subdivision 3 of Division 5 of Article VII).

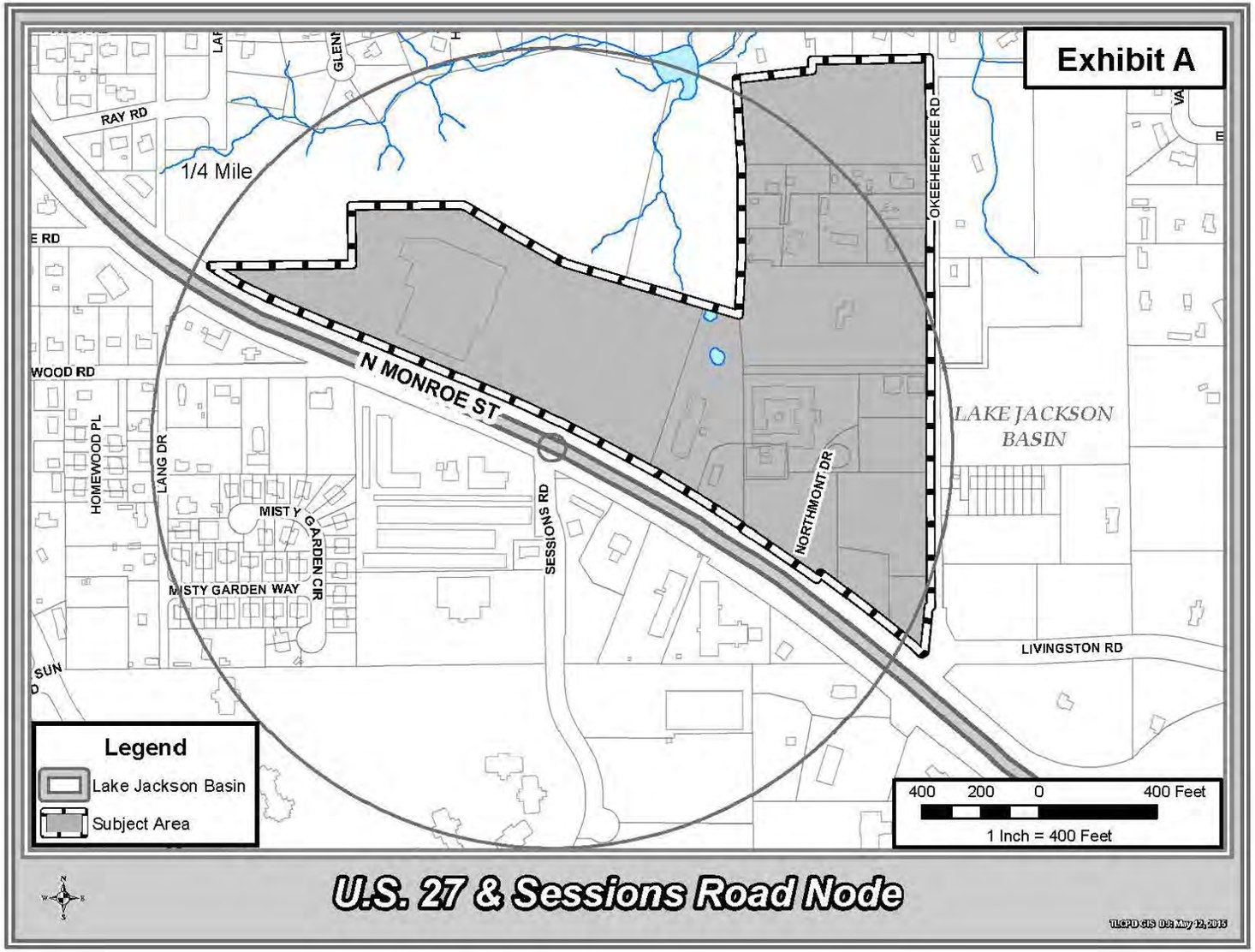
Exhibit A
RAY RD
1/4 Mile
E RD
WOOD RD
HOMEWOOD PL
LANG DR
MISTY GARDEN CIR
MISTY GARDEN WAY
N MONROE ST
SESSIONS RD
NORTHMONT DR
OKEEHEEPKEE RD
LAKE JACKSON BASIN
LIVINGSTON RD
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Lake Jackson Basin
Subject Area
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U.S. 27 & Sessions Road Node
TLCPD GIS Dt: May 12, 2015

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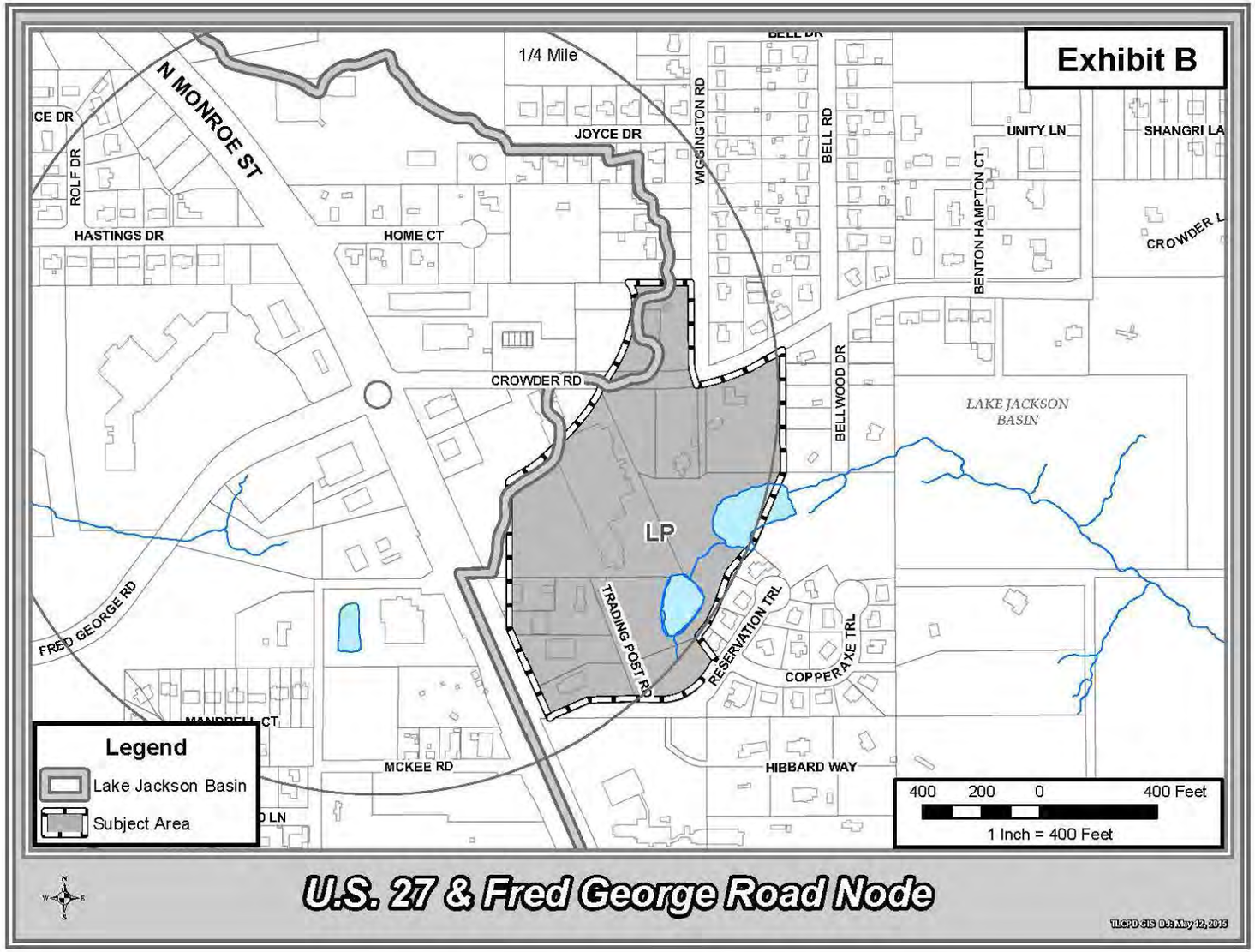
Exhibit B
1/4 Mile
N MONROE ST
JOYCE DR
WIGGINGTON RD
BELL RD
UNITY LN
SHANGRI LA
ROLF DR
HASTINGS DR
HOME CT
BENTON HAMPTON CT
CROWDER L
CROWDER RD
BELLWOOD DR
LAKE JACKSON BASIN
LP
TRADING POST RD
RESERVATION TRL
COPPERAXE TRL
FRED GEORGE RD
MCKEE RD
HIBBARD WAY
Legend
Lake Jackson Basin
Subject Area
400 200 0 400 Feet
1 Inch = 400 Feet
U.S. 27 & Fred George Road Node

1

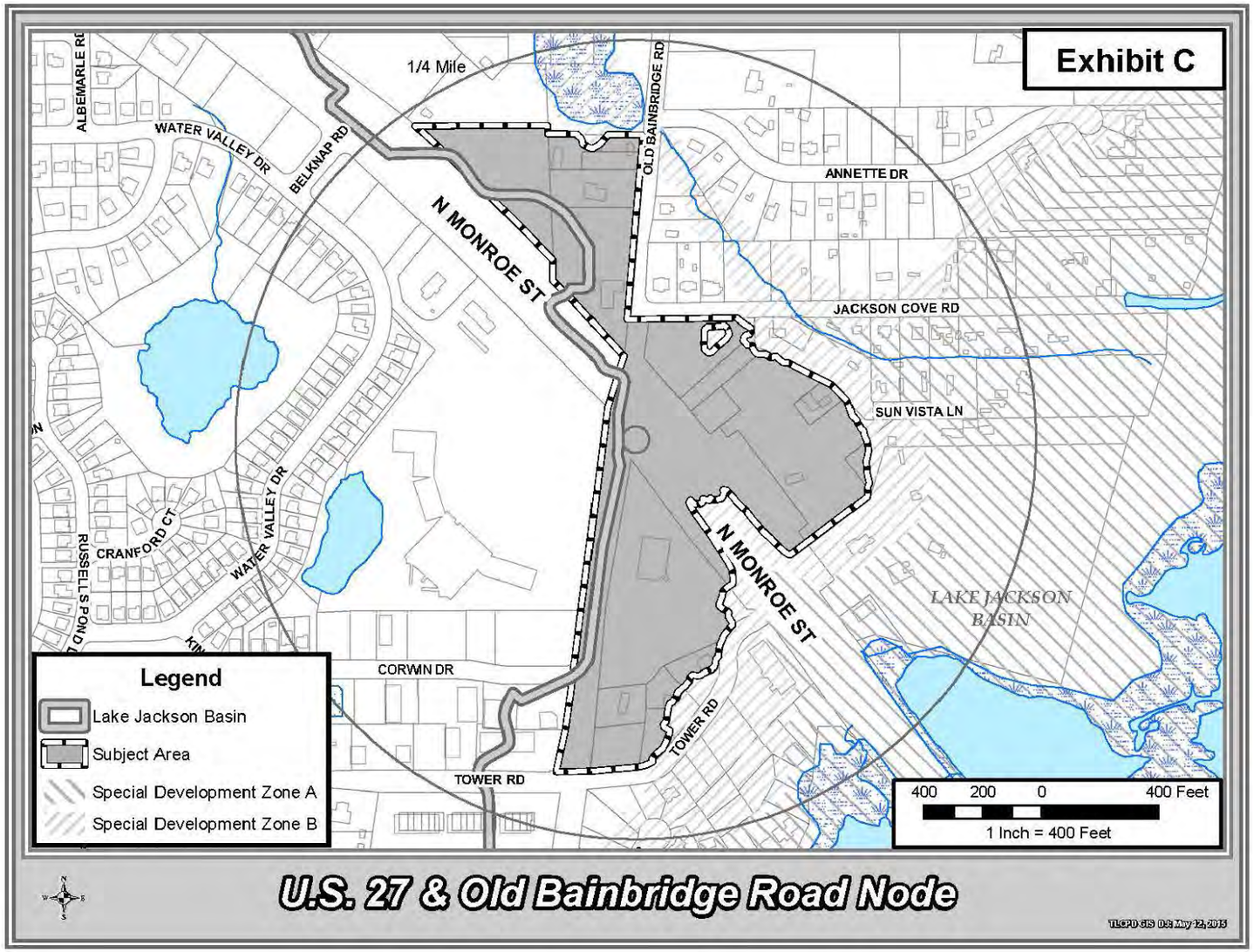
Exhibit C
1/4 Mile
ALBEMARLE RD
WATER VALLEY DR
BELKNAP RD
OLD BAINBRIDGE RD
ANNETTE DR
N MONROE ST
JACKSON COVE RD
SUN VISTA LN
CRANFORD CT
WATER VALLEY DR
RUSSELL'S POND
N MONROE ST
LAKE JACKSON BASIN
CORWIN DR
TOWER RD
TOWER RD
Legend
Lake Jackson Basin
Subject Area
Special Development Zone A
Special Development Zone B
400 200 0 400 Feet
1 Inch = 400 Feet
U.S. 27 & Old Bainbridge Road Node
TLCPD GIS D.I: May 12, 2015

1

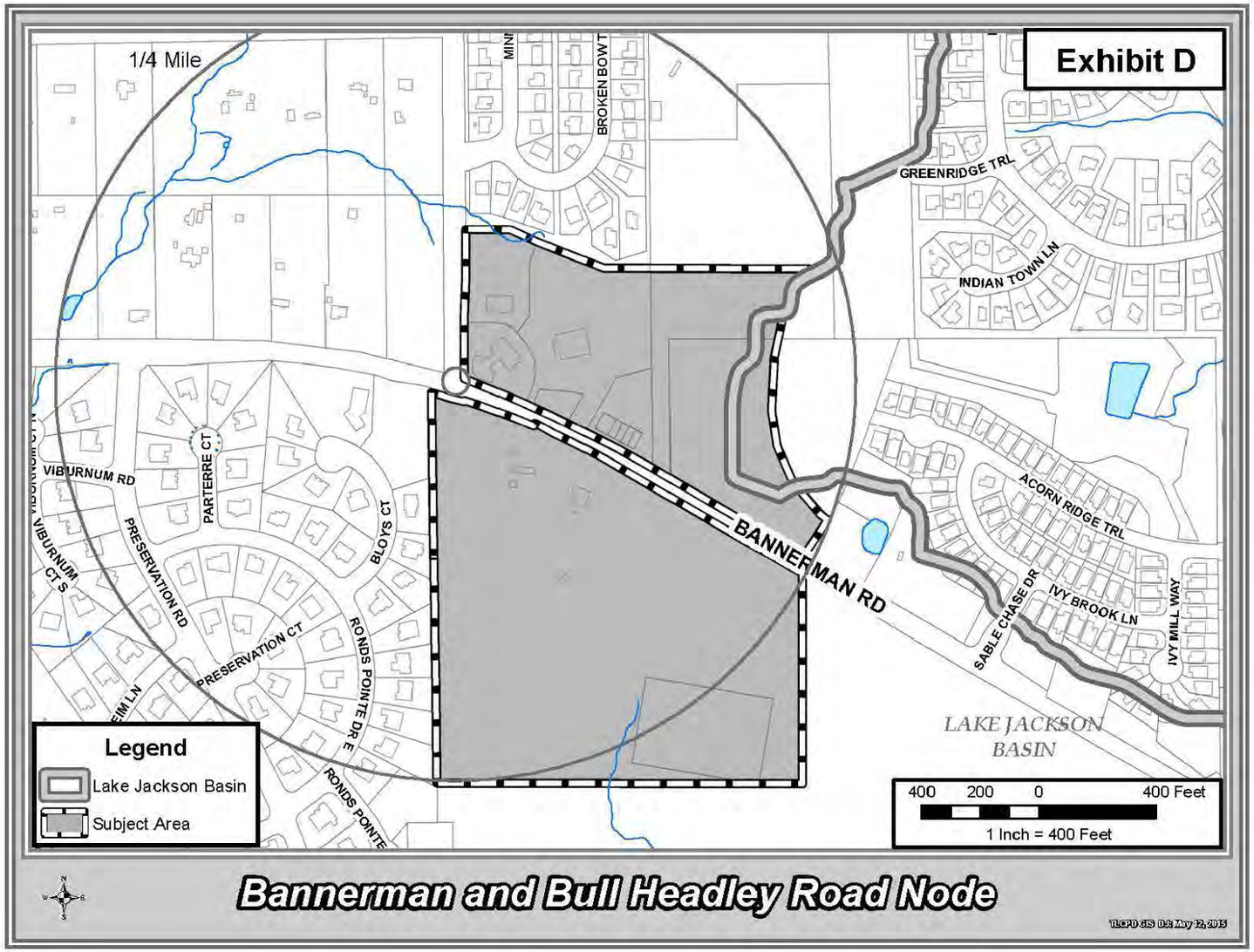
Exhibit D
1/4 Mile
BROKEN BOW T
GREENRIDGE TRL
INDIAN TOWN LN
VIBURNUM RD
PARTERRE CT
VIBURNUM CT S
PRESERVATION RD
PRESERVATION CT
BLOYS CT
RONDS POINTE DR E
RONDS POINTE
BANNERMAN RD
ACORN RIDGE TRL
SABLE CHASE DR
IVY BROOK LN
IVY MILL WAY
LAKE JACKSON BASIN
Legend
Lake Jackson Basin
Subject Area
400 200 0 400 Feet
1 Inch = 400 Feet
Bannerman and Bull Headley Road Node
TLCPD GIS Dt: May 12, 2015

1

SECTION 3. Section 10-7.529 of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "General requirements for sidewalks with new development; fee in-lieu of sidewalk construction," is hereby amended to read as follows:

Sec. 10-7.529. General requirements for sidewalks with new development; fee in-lieu of sidewalk construction.

(1) *Purpose and intent.* Within the urban services area, new development shall be designed and constructed to facilitate pedestrian mobility in and between residential developments; between residential development and nearby businesses, recreational opportunities, and community facilities; and, to connect places of business to one another and to residential developments.

(2) *Objective.* New development shall be designed to implement a pedestrian mobility system that facilitates access to residential development, business establishments, community facilities and other nonresidential land uses, and, provides safe and convenient linkage between developments and between the public and private street system.

(3) *Specific requirements for sidewalks.*

(a) Along adjacent streets and rights-of-way. Within the urban services area, all new development, as well as reconstruction, expansion, and extension, as defined in article VI, division 3, shall provide sidewalks along all public and private streets adjoining the development. However, no sidewalks shall be required if the expansion, reconstruction, or renovation is less than 1,000 square feet. Said exemption shall only be available once per subject property, and shall be expressly conditioned upon the fee simple title holder's (and any lien holder) execution of a document providing for sidewalk easement if and when the sidewalk is ultimately constructed by a third-party or a governmental entity. The sidewalk shall be located as follows: when sufficient right-of-way exists, the sidewalk shall be located within the public right-of-way; when sufficient right-of-way does not exist, the sidewalk shall be located at an alternative location parallel to the right-of-way or elsewhere on the development property, if approved by the county engineer. For those developments where sidewalks cannot be located within the public right-of-way, the developer must provide and record in the public records of Leon County, Florida, all easements necessary to guarantee public access to the sidewalk.

(b) Linking pedestrian on-site destinations and adjacent rights-of-way. Within the urban services area, nonresidential and multifamily residential development shall provide safe and efficient sidewalk linkages between building entrances and parking areas, adjacent portions of the development, and adjacent rights-of-way. At least one accessible route in accordance with the Florida Accessibility Code shall connect buildings to parking areas and adjacent rights-of-way.

(c) *Linking adjacent development.* In addition to the requirements of paragraph (2), within the urban services area, both commercial and office development shall provide internal sidewalk interconnection between adjacent commercial and office development. This requirement does not apply to the following development proposals: (i) where the building entrance is located within 30 feet of a sidewalk along an adjacent right-of-way serving both developments, (ii) where the length of the common property boundary of the two adjacent developments is less than 50 feet, (iii) where construction or use of the sidewalk would have an adverse impact upon a preservation area, as defined in article VI, or (iv) where a sidewalk would create a safety hazard.

(d) *Along new streets.* Within the urban services area, sidewalks shall be constructed on both sides of all new arterial and collector streets. Sidewalks shall be

constructed on at least one side of all other new streets within residential and nonresidential subdivisions.

(e) *Design and construction standard.* Sidewalks shall be installed and constructed in accordance with the requirements and specifications of the county engineer.

(f) *Exemptions.* Sidewalks shall not be required in association with new residential development within the Lake Protection zoning district provided that: (i) the development does not utilize the cluster option described in Sec. 10-6.616, or (ii) the development is not connected to a central sewer service, or (iii) there are no existing or planned sidewalk facilities adjacent to the development site, or (iv) the development is not adjacent to a zoning district that requires sidewalks.

(4) *Fee in-lieu of sidewalk construction authorized.* In those instances where the development review committee determines, pursuant to the satisfaction of applicable criteria set out herein, that the construction of a sidewalk required by section 10-7.502(b)(2) is inappropriate or unnecessary, the applicant for the development or subdivision shall be required to pay, into the applicable sidewalk area trust fund, a fee in-lieu of providing the sidewalk.

(5) *Fee in-lieu of sidewalk construction - process and criteria for approval.* In order to approve payment of a fee-in-lieu of sidewalk construction, the developer shall submit a formal request with sufficient documentation to the development review committee, which shall approve the request if it finds that one or more of the following criteria have been met:

(a) The location of the sidewalk would likely create a significant safety hazard; or

(b) Construction or subsequent use of the sidewalk would have an adverse impact upon a preservation area, as defined in article X; or

(c) Construction of the sidewalk has already been scheduled by its inclusion in the approved transportation improvement plan, the approved capital budget, a state- or federally-funded project, or a development agreement executed pursuant to F.S. § 163.3221; or

(d) The construction of sidewalks is not warranted at the time of development due the presence of safety hazard or environmental limitations off-site that would likely preclude the extension of sidewalks to the affected development site; or

(e) The affected development site lies within a subdivision recorded prior to August 1, 2006, that does not presently have sidewalks; or

(f) The construction of a sidewalk from the interior of the site connecting to the public sidewalk system along and parallel to street frontage, when the site is located within a the M-1, I, or PUD zoning district and principal use is proposed to be industrial or warehousing, and such sidewalk would not be warranted at the time of development due to projected low pedestrian accessibility demand.

(6) *Payment of fee in-lieu.* In those instances where the entity with authority to approve a proposed development or subdivision authorizes payment of a fee in-lieu of sidewalk construction, the following provisions shall apply:

(a) The developer shall pay a fee in-lieu to the sidewalk area trust fund account, applicable based upon project location, prior to receiving final approval for the development;

(b) The fee shall be adopted by resolution of the Board of County Commissioners.

(7) *Appropriation of fees paid in-lieu of sidewalk construction.* To facilitate the equitable and efficient expenditure of fee revenues for the exclusive purpose of improvements to the pedestrian mobility system within the area of affected development projects, there are hereby established the following Leon County Sidewalk Trust Fund Areas:

Trust fund area 1: That portion of county commission district 1, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004;

Trust fund area 2: That portion of county commission district 2, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004;

Trust fund area 3: That portion of county commission district 3, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004;

Trust fund area 4: That portion of county commission district 4, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004; and,

Trust fund area 5: That portion of county commission district 5, not including that area within the corporate limits of any municipality, located within the urban services area, as of July 31, 2004.

Fees collected pursuant to this section shall be held in an account for that trust fund area in which the affected development project is located; shall be expended only for the purpose of improvements to the pedestrian mobility system within that trust fund area; and, may not be combined with the assets of any other trust fund area account, except when used for improvements to the pedestrian mobility system facilities extending into two or more trust fund areas, in which case only those assets necessary for the improvements may be combined. Any fees paid in-lieu of sidewalk construction associated with an individual development project not expended within a period of seven years from the date of collection shall be refunded to the payer.

(8) *Interpretation.* The directors of the departments of development support and environmental management and public works or their designees shall be authorized to administer and provide interpretations regarding the implementation and administration of this section.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-03, § 20, 1-29-08; Ord. No. 10-06, § 1, 3-23-10; Ord. No. 13-06, § 15, 3-12-13)

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Effective date. This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2015.

LEON COUNTY, FLORIDA

BY: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

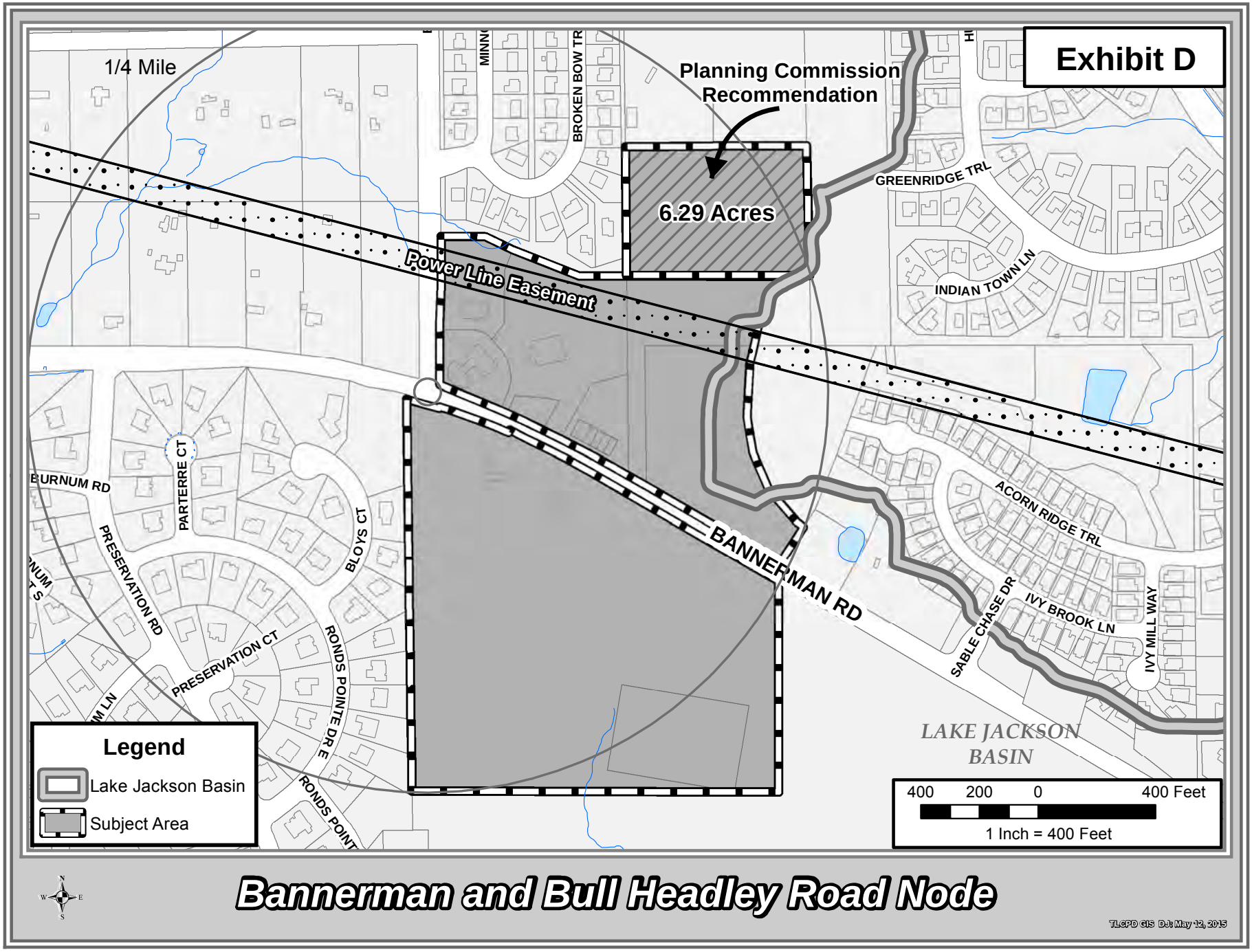
Exhibit D
1/4 Mile
Planning Commission Recommendation
6.29 Acres
Power Line Easement
BROKEN BOW TR
GREENRIDGE TRL
INDIAN TOWN LN
BURNUM RD
PARTERRE CT
PRESERVATION RD
PRESERVATION CT
BLOYS CT
RONDS POINTE DR E
RONDS POINT
BANNERMAN RD
ACORN RIDGE TRL
SABLE CHASE DR
IVY BROOK LN
IVY MILL WAY
LAKE JACKSON BASIN
Legend
Lake Jackson Basin
Subject Area
400 200 0 400 Feet
1 Inch = 400 Feet
Bannerman and Bull Headley Road Node
TLCPD GIS DJ: May 12, 2015

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

CITY OF TALLAHASSEE

LEON

"People Focused. Performance Driven"

MEMORANDUM

TO: Ryan Culpepper, Development Services Director
Leon County Department of Development Support Services
and Environmental Management

THROUGH: Barry Wilcox, Division Director, Comprehensive Planning Division
Tallahassee-Leon County Planning Department

FROM: Stephen M. Hodges, Senior Planner, TLCPD

DATE: May 15, 2015

SUBJECT: Consistency Review—Ordinance Amending Chapter 10 of the Code of Laws of Leon County, Relating to the Land Development Code Amending Section 10-6.616, Lake Protection Zoning District; Adding a New Section 10-6.660, Entitled "Lake Protection Node Zoning District"; Amending Section 10-7.529, General Requirements for Sidewalks with New Development, Fee In-Lieu of Sidewalk Construction.

Summary of Proposed Ordinance

The proposed ordinance to the Leon County Land Development Code (LDC) amends the following:

1. Amending Section 10-6.616, Lake Protection Zoning District - Substitutes new code language for the existing code language in this section based on Cycle 2015-1 Proposed Comprehensive Plan Amendment PCT150104 (Sustainable Development in Lake Protection)
2. Adding a New Section 10-6.660, Entitled "Lake Protection Node Zoning District" – Creates a new section based on Cycle 2015-1 Proposed Comprehensive Plan Amendment PCT150104 (Sustainable Development in Lake Protection)
3. Amending Section 10-7.529, General Requirements for Sidewalks with New Development, Fee In-Lieu of Sidewalk Construction. – Modifies existing exemption for sidewalks in association with new residential development within the Lake Protection zoning district.

Consistency Determination

Changes Affecting the Lake Protection Zoning District

The Lake Jackson Sustainable Development Project was developed based on direction from the Board of County Commissioners in the form of a strategic initiative to "develop solutions to promote sustainable growth inside the Lake Protection Zone." A set of proposed policy changes developed by the Planning Department was presented to the Board at a workshop on November 19, 2013. The proposed PCT150104 (Sustainable Development in Lake Protection) text amendment is intended to implement the direction provided by the Board to the Planning Department.

The proposed code language in Section 10-6.616, Lake Protection Zoning District is intended to substitute the existing code language in this section based on Cycle 2015-1 Proposed Comprehensive Plan Amendment PCT150104 (Sustainable Development in Lake Protection). The proposed code language is consistent with PCT150104, including:

1. District intent and location
2. Allowable uses, including principal, prohibited, and conditional uses
3. Development standards, including densities and intensities, locations, and cluster development option standards, including conservation and development areas, and
4. Stormwater management requirements

A new section of the LDC, 10-6.660, "Lake Protection Node Zoning District," is proposed based on Cycle 2015-1 Proposed Comprehensive Plan Amendment PCT150104 (Sustainable Development in Lake Protection). The proposed code language is consistent with PCT150104, including:

1. District intent and location
2. Principal, prohibited, and conditional uses
3. Development standards, including densities and intensities, locations, and treatment of non-conforming properties, and
4. Stormwater management requirements

The proposed changes to the existing Section 10-7.529, General Requirements for Sidewalks with New Development, Fee In-Lieu of Sidewalk Construction, modify the existing exemption for sidewalks in association with new residential development within the Lake Protection zoning district. These modifications are consistent with the direction provided by the Board to the Planning Department regarding the Lake Jackson Sustainable Development Project, as well as the following Mobility Element policies:

Policy 1.1.8: [M] *(Effective 12/15/11)*

Development projects shall contribute to providing a safe, convenient, comfortable and aesthetically pleasing transportation environment that promotes walking, cycling, and transit use.

Policy 1.2.3: [M] *(Effective 12/15/11)*

Establish and maintain a safe and effective system of bicycle lanes, sidewalks, and shared-use paths in conjunction with existing and planned roadways and the Greenways Master Plan. Where design criteria allow and safe operation will occur, separate bicycle and pedestrian traffic from vehicular traffic. Provide adequate and secure bicycle parking facilities at major destinations.

Policy 1.4.3: [M] *(Effective 12/15/11)*

Within the Urban Service Area, require private developers to include bikeways and pathways or sidewalks within proposed developments and connecting to surrounding land uses.

Summary

Should PCT150104 be adopted by the Board, and if the Florida Department of Economic Opportunity does not issue any objections or other comments, Planning Department staff finds that the proposed ordinance would be consistent with Comprehensive Plan goals, objectives, and policies. The proposed ordinance will support and further the goals, objectives and policies of the Land Use Element, including those changes proposed in Comprehensive Plan Amendment PCT150104.

If you have any questions about the review, please contact Planning Department staff at 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, July 7, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.616, LAKE PROTECTION ZONING DISTRICT; ADDING A NEW SECTION 10-6.660, ENTITLED "LAKE PROTECTION NODE ZONING DISTRICT"; AMENDING SECTION 10-7.529, GENERAL REQUIREMENTS FOR SIDEWALKS WITH NEW DEVELOPMENT, FEE IN-LIEU OF SIDEWALK CONSTRUCTION; 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 Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: June 29, 2015

Leon County
Board of County Commissioners

Notes for Agenda Item #28

Leon County
Board of County Commissioners

Cover Sheet for Agenda #28

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Second and Final Public Hearing to Adopt a Proposed Ordinance to Amend the Stormwater Standard for the Lake Jackson Basin

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, Director, Environmental Services Division

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the second and final Public Hearing and adopt the proposed Ordinance to amend the stormwater standard for the Lake Jackson Basin (Attachment #1).

Report and Discussion

Background:

The Lake Protection Future Land Use category has been in the Comprehensive Plan since the Plan's inception in 1990, and was created in response to concerns regarding water quality in Lake Jackson. It is important to note that Lake Jackson has been designated both an Outstanding Florida Waterway and Aquatic Preserve by the Florida Department of Environmental Protection (FDEP).

At the time the Comprehensive Plan was being written, the Lake had been recently impacted by development within its watershed, including the construction of Interstate 10 and the large-scale commercial developments along North Monroe Street (U.S. Highway 27). This development degraded the water quality of Lake Jackson by allowing large quantities of untreated stormwater containing organic sediment and undesirable nutrients to flow freely into the lake.

In response to the Lake Protection initiative in the Comprehensive Plan, the Land Development Regulations (LDRs) were amended in the Environmental Management Act (EMA) to adopt Special Development Zones (SDZs) around Lake Jackson, and to adopt a new stormwater standard for non-single family residential uses. Subsequently, the Lake Jackson 50-year stormwater retention standard was adopted on January 28, 1992.

At their regular meeting on January 29, 2013, the Board of County Commissioners ratified actions taken at the December 10, 2012 Annual Retreat. These actions included establishing a new Strategic Initiative regarding promoting sustainable growth inside the Lake Protection Zone.

This proposed Ordinance is essential to the following revised FY2012-2016 Strategic Initiative that the Board approved at their January 27, 2015 meeting:

- Implement strategies that protect the environment and promote orderly growth, including:
  - Develop solutions to promote sustainable growth inside the Lake Protection Zone. (2013)

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

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution. (EN1)
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2)
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2)

Analysis:

With the guidance of these Strategic Priorities, staff from the Planning Department, Development Support and Environmental Management (DSEM), and Public Works developed recommendations intended to implement this Strategic Initiative. At a workshop held on November 19, 2013, the Board directed staff to move forward with these recommendations as part of the Lake Jackson Sustainable Development Project. A joint workshop with both City and County Commissions was conducted on March 10, 2015, that culminated in the proposed Text Amendment included as Attachment #2. This Amendment was approved by both City and County Commissions for transmittal on April 14, 2015, and was adopted by both Commissions at a Public Hearing on May 26, 2015.

Currently, there are two stormwater treatment standards for development within the Lake Jackson Basin:

1) single family residential, which must meet the base Minimum Countywide Environmental Standard, which would typically treat the first 1.125 inches of runoff (there are four options to this minimum standard, but the 1.125 is the option most commonly used); and,
2) non-single family residential uses, which must retain post-development stormwater on-site for all storm events up to and including the 50-year, 24-hour duration storm.

The 50-year standard is retention-based and requires a significantly larger volume to be retained on site. A comparison of these two standards is shown in Attachment #3 for a one-acre site. The 50-year standard for commercial (non-single family residential) provides more than six times the volume compared to the base minimum standard for single family residential. More importantly, the base minimum standard for single family residential allows the volume to be discharged through a sand filter, which is inefficient at removing nitrogen and phosphorous compared to a retention standard, as shown in Attachment #4.

The stormwater treatment standard proposed for the Lake Jackson Basin is based on volume control. Volume control in the LDR refers to a volume of stormwater runoff in excess of the pre-development runoff volume generated by a particular storm event (usually the 100-year, 24-hour event) that is retained onsite. In general, as a development increases its impervious area, there is a corresponding increase in the volume of stormwater that is allowed to discharge downstream from the detention stormwater ponds. However, a volume control based pond would retain this corresponding increase on site.

Volume control is not a new concept for stormwater management; both City and County codes require volume control for all closed basins. Closed basins are naturally depressed or artificially closed off portions of the earth's surface for which there is no natural and normal outlet for runoff other than percolation, evaporation, or discharge into a karst feature. Volume control is required to prevent the floodplain at the bottom of the closed basin from increasing its flood elevation. If you subtract the City of Tallahassee and the Apalachicola National Forest from the land area of Leon County, the closed basin areas encompass approximately 30% of the remaining land area within the County. Consequently, volume control regulations apply to 30% of the land regulated by Leon County.

As previously mentioned, detention with filtration does not provide the pollutant removal necessary to protect our lakes. The best form of stormwater treatment is retention, which is utilized in volume control type ponds. It is the best option because the pollutants are kept in the pond and either percolated in the ground or re-used for irrigation purposes. The Bradfordville Stormwater Study showed that to produce no new loading downstream, retention of 4-inches over the impervious area was needed, and retention was required as the primary method to achieve this goal. The size of the volume control type retention pond would exceed this Bradfordville standard as shown in Attachment #3.

Research on comparisons of treatment efficiencies for stormwater management systems show retention (also referred to as "dry retention") is the best treatment option for achieving maximum pollutant removal efficiencies (Attachment #4). A volume control based pond for both residential at 20% impervious and commercial at 50% impervious would exceed the pollutant load efficiencies for the largest dry retention pond (1.25-inch). This option would provide excellent water quality treatment and protect Lake Jackson.

The proposed Ordinance was drafted to implement the stormwater treatment requirement in the proposed Comprehensive Plan Text Amendment #PCT150104. The stormwater portion of this Amendment was highlighted in yellow for easy recognition. The proposed Ordinance will amend the Minimum Countywide Environmental Standards; therefore, the City will be amending their Environmental Management Ordinance for stormwater treatment standards inside the Lake Jackson Basin to be consistent with both the Minimum Countywide Environmental Standards and the Comprehensive Plan.

The proposed Ordinance was presented to the Science Advisory Committee (SAC) on May 1, 2015. The SAC was in full support of the proposed changes to the stormwater standards. In addition, the Planning Commission found that the Ordinance was consistent with the Tallahassee-Leon County Comprehensive Plan Text Amendment #PT150104 at a Public Hearing on May 5, 2015. The Comprehensive Plan Amendment was adopted by both the City and County Commissions on May 26, 2015.

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #5).

Options:

1. Conduct the second and final Public Hearing and adopt the proposed Ordinance to amend the stormwater standard for the Lake Jackson Basin (Attachment #1).
2. Conduct the second and final Public Hearing and do not adopt the proposed Ordinance to amend the stormwater standard for the Lake Jackson Basin.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Proposed Ordinance
2. Adopted Comprehensive Plan Amendment
3. Stormwater Pond Treatment Volumes
4. Comparison of Treatment Efficiencies for Stormwater Management Systems
5. Legal Ad

ORDINANCE NO. 15- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING SECTION 10-4.301. WATER QUALITY TREATMENT STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 10-4.301 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

10-4.301 Water Quality Treatment Standards

(1) *State Stormwater Treatment Requirement Adoption.* Water quality treatment shall be provided as a part of all development activity which requires a stormwater application under this article. Treated stormwater shall meet the applicable water quality standards set forth in F.A.C. chs. 62-4, 62-302, 62-520, 62-522, 62-550 and 62-346, and in this division. Design and performance standards set forth in such F.A.C. chapters are hereby adopted and incorporated in this article by reference. However, design and performance standards more stringent than those specified therein are also required in this section.

(2) *Stormwater treatment.* The following are minimum acceptable methods for stormwater treatment, provided that the discharges meet state water quality criterion. More stringent treatment methods may be required by the county administrator or designee if discharges fail to meet state water quality standards. The drainage area for determining treatment volumes shall include all areas draining to the facility (on-site and off-site).

(i) *Wet detention.* Wet detention treatment volume shall be, at a minimum, the runoff from the first three inches of rainfall, or as an option for sites with drainage areas less than 100 acres, the first 1 1/2 inches of runoff. One-half of the treatment volume must be discharged in 60 hours. Subsequently, the remaining one-half of the treatment volume must be discharged in 60 hours or more.

(ii) *Off-line retention.* Off-line retention treatment volume shall be provided

equal to 50 percent of the runoff from the first 3.0 inches of rainfall, or as an option for sites with drainage areas less than 100 acres, the first 3/4 inch of runoff. The full treatment volume shall again be available within 72 hours following a storm event, with appropriate on-site soils tests submitted to verify the infiltration rate.

(iii) *On-line retention.* For on-line retention or detention with filtration, treatment volume shall be equal to 75 percent of the runoff from the first 3.0 inches of rainfall, or as an option for sites with drainage areas less than 100 acres, the first 1.125 inches of runoff. For the filtration option, only systems that are capable of recovering the treatment volume within 36 hours shall be allowed.

(iv) *Swales.* Swale treatment volume shall be percolation of 80 percent of runoff from a three-year, one-hour (2.6 inches) storm event. Calculations demonstrating percolation of this volume within the swale within 72 hours shall be submitted with the permit application.

(v) If site constraints require another method of water quality treatment, such other method may be approved by the county administrator or designee if such method provides a level of treatment equivalent to off-line retention as specified in subsection (ii).

(3) Closed basins and standards.

(a) Closed basins meeting the following criteria shall be regulated in accordance with this subsection:

(i) Any closed basin which has been identified and mapped as a regulated closed basin by the Board of County Commissioners; or

(ii) Any closed basin for which it can be shown by hydrologic analysis that cumulative increases in runoff volume from potential development patterns will cause a significant adverse impact on the frequency, duration, or extent of flooding.

(b) *Volume control required.* Runoff volumes within regulated closed basins in excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm, except that if multiple development sites are located within the closed basin, the excess volume may be discharged from individual sites to an approved regional detention or retention facility located within the closed basin as may be allowed under other subsections of this section and pursuant to section 10-4.305. Recovery of the retention volume shall comply with one of the following:

<u>Option (1):</u> On the basis of a subsurface geotechnical analysis demonstrate the functionality of the retention facility through a continuous hydrologic simulation. The analysis shall clearly demonstrate that the increase in runoff volume above

the predevelopment condition is retained within the on-site stormwater facility. Additionally, the rate of discharge shall not exceed predevelopment rates for all duration and return frequencies up to and including the 25-year critical duration storm. The continuous hydrologic simulation can be accomplished by developing a stage/storage/infiltration relationship based on the proposed retention facility configuration and reported design infiltration rate. This relationship can be used to model the retention facility over an extended period of rainfall.

Option (2): One-half the required pond volume shall be recovered within seven days, and the full volume shall be recovered within 30 days.

(4) *Additional stormwater retention standards for the Lake Jackson Drainage Basin.* ~~Non-single-family residential uses which are approved for development (as specified in the comprehensive plan) subsequent to March 15, 1992, shall retain post-development stormwater on-site for all storm events up to and including the 50-year 24-hour duration storm.~~ Runoff volumes in excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm, except that if multiple development sites are located within the basin, the excess volume may be discharged from individual sites to an approved regional retention facility located within the basin. For redevelopment, pre-development runoff volume calculations shall be based on a natural condition. The retained volume shall be recovered in accordance with subsection (3)(b) above.

(5) *Stormwater treatment standards within the Bradfordville Study Area.* Stormwater runoff from new development in the Bradfordville Study Area shall meet the standards set forth in this section in addition to other standards within Article IV.

(a) Stormwater runoff shall be treated to one of the following standards below:

(i) Systems utilizing on-line dry retention only. A volume of runoff calculated as four inches times the total impervious area that will be situated on the site shall be retained on the site or in an approved master stormwater facility. This calculation can exclude the wetted area of the pond/stormwater facility. This volume of runoff shall be collected from the entire developed portion of the site and directed to on-line dry retention storage. Retention can occur in cisterns, ponds, shallow swales, landscaped areas, or natural areas.

(ii) Systems utilizing a combination of off-line dry retention and detention:

a. Off-line retention shall be provided with a treatment volume calculated as two and one-half inches times the total impervious area on the site.

b. Detention portion of system--In addition to the dry retention volume, one of the following detention options shall also be provided:

1. Dry detention systems will provide a treatment volume calculated as two inches times the total impervious area on the site, or

2. Wet detention system with a permanent pool volume equivalent to two and nine-tenths inches times the impervious area onsite.

c. The calculation of the above volumes can exclude the wetted area of the stormwater facility.

d. Runoff from the entire developed portion of the site shall be directed in sequence to each of the above facilities.

(b) Drawdown requirements:

(i) For on-line dry retention (Subsection (5)(a)(i) above), the entire treatment volume must recover within 72 hours.

(ii) For off-line dry retention (Subsection (5)(a)(ii)a. above), the entire treatment volume must recover within 24 hours.

(iii) For dry detention systems (Subsection (5)(a)(ii)b.1.above), the treatment volume must recover within 72 hours. Dry detention systems will not include underdrains but will utilize an orifice or V-notch weir for drawdown. The bottom of the drawdown device will be a minimum of six inches above the pond bottom.

(iv) For wet detention systems (Subsection (5)(a)(ii)b.2. above), the bottom of the weir crest will be a minimum of 12 inches above the normal water level (seasonal high groundwater table elevation).

(v) Regardless of the method of volume recovery, the entire retention volume must recover within the time frame established above unless an approved continuous analysis, using Tallahassee Airport rainfall data from January 1, 1959 to December 31, 1998, demonstrates that the total volume retained within the stormwater system over the 40-year period is greater than or equal to that retained by a dry retention system as set forth in subsection (5)(a)(i) based on the above described recovery times. For systems

requiring a combination of retention and detention, this analysis shall only be used for the retention portion of the system. The detention portion of this combination system will still be required in full pursuant to Subsection (5)(a)(ii)b.

(c) For calculating the treatment volume required for pervious pavements and graveled areas, initially such surfaces shall be assumed to be 100 percent impervious, then deductions in the required treatment volume for such areas can be taken that is equivalent to:

(i) The porosity of the pavement material times the thickness of the paving material times a safety factor of five-tenths.

(ii) If, and only if, the soils immediately underlying the pavement for a depth of 18 inches have a permeability of three inches per hour or greater, as demonstrated by onsite percolation tests, then a further deduction can be taken equivalent to the porosity of the soil strata times four inches times a safety factor of five-tenths.

The above deductions will be allowed provided that the applicant specifically commits, in his Stormwater Operating Permit, to regularly sweep/vacuum the area covered with pervious pavement and to verify the pavement's percolation capacity when the operating permit is renewed.

(d) Groundwater table:

(i) Where volume recovery is to be by percolation, groundwater mounding calculations to demonstrate recovery of the retention volume pursuant to the requirements set forth in subsection (b) above shall be required unless the applicant conclusively demonstrates by other engineering methods that pond recovery will not be adversely affected by an elevated groundwater table. If the bottoms of all retention areas intended to percolate stormwater are shown by soil borings to be less than three feet above the historical wet-season high water table, a mounding analysis shall be required.

(ii) For dry detention systems, the bottom elevation of the detention basin shall be a minimum of one foot above the historical seasonal high groundwater table.

(e) Where volume recovery is to be by irrigation, the rate of land application shall not exceed one and one-half inches per week unless the applicant can conclusively demonstrate that the on-site soil conditions and vegetation warrant a higher

application rate. Under no circumstances shall irrigation water be allowed to discharge from the irrigation-site.

(f) The requirements in this section shall not preclude the applicant from voluntarily choosing to design and construct the on-line dry retention facility as an off-line facility.

(g) Facility design standards.

(i) Facility configuration: All on-line facilities shall have a flow-path-length to flow-path-width ratio of 2:1 or greater. The inlets and outlets shall be on opposite ends of the facility. If this is not possible, the effective flow length shall be increased by adding diversion barriers within the facility as necessary to provide this minimum flow length.

(ii) Retention ponds/areas shall have 4H:1V maximum side slopes on a sufficient length of the perimeter to allow adequate maintenance access to the bottom of the facility. If any of the side slopes are steeper than this, a security fence shall be placed completely around the perimeter of the facility and located exterior to the maintenance access ways. The fence shall not be required if the pond depth is less than 18 inches.

(iii) Wet detention ponds shall have 6H:1V maximum side slopes to two feet below the normal water level, then a maximum side slope of 2H:1V to the bottom.

(iv) Retention facilities shall have flat bottoms in order to maximize the surface area for percolation.

(v) Maintenance access requirements:

a. For every facility, the owner or developer shall provide, at a minimum, a 15 feet wide clear and stable access to the facility from the nearest "public" right-of-way or road. Such access shall be evidenced by a recorded reservation or grant of an easement, which shall run with the land. If the facility is to be dedicated to a local government, then such access shall be evidenced by the grant of an easement, which shall run with the land, to the benefit of the local government.

b. For retention facilities with an overall depth greater than 18 inches, provide, at a minimum, a 20 foot wide clear, level and stable access around a sufficient portion of the perimeter of the facility,

that is inside of any fences and external to the top-of-bank of the facility, to allow adequate maintenance from dry land. For retention facilities with an overall depth of 18 inches or less, provided the facility has side slopes of four horizontal to one vertical (or less) on at least one side of the facility, the applicant can provide the above access on the sloped side of the facility only. Any access required by the provisions of this subsection shall be evidenced by a recorded reservation or grant of an easement, which shall run with the land, to the benefit of the county.

c. The minimum inside radiuses of all access ways shall be 20 feet.

d. Adequate access for both personnel and mechanized equipment shall be provided to all inlet and outlet structures.

e. If Leon County is proposed to be the maintenance entity for any stormwater management facility permitted under this section, either by dedication, or by reservation of an easement, or by any other process, the applicant shall submit the engineering design for the facility directly to the Leon County Department of Public Works for its review and approval as to the adequacy of maintenance access to the facilities. An environmental permit shall not be issued until the applicant demonstrates, in writing, the approval of the department of public works.

(vi) Skimmer/trash rack requirements:

a. Trash/leaf traps with easy maintenance access shall be provided at key inlets and all outlets from a facility unless the applicant can conclusively demonstrate that it is not possible.

b. All outlet structures shall have an oil skimmer that extends above and below any outlet structure opening.

(vii) Energy dissipation requirements:

a. Energy dissipation devices sufficient to prevent erosion and resuspension of loose sediments shall be placed on all inlets to retention facilities.

b. Energy dissipation devices sufficient to prevent downstream channel erosion shall be placed at the outlets of all retention facilities.

(viii) Stabilization of stormwater treatment facilities: All berms and side slopes shall be stabilized with pinned sod. Pond bottoms can be seeded and mulched. Restabilization by the contractor or owner shall be necessary until such time that the sod is fully rooted and otherwise well established.

(ix) Rate control as required in Subsection 10-4.302 can be provided within any of the above water quality treatment facilities provided that the water quality treatment as required within this section is fully satisfied prior to any overflow/discharge from the facility.

(h) Nothing in this section shall affect the redevelopment standards for the incorporated area of the Bradfordville Study Area, which shall remain subject to the requirements of Chapter 5, Environmental Management, of the Tallahassee Land Development Code, as it may be amended from time to time.

(6) *Retention for all post-development runoff.* No newly concentrated or increased concentration of stormwater flow, including discharge from detention and retention facilities, shall be discharged off-site before or after treatment as required by subsection (2), unless such discharge is into an adequate conveyance, watercourse, wetland or waterbody of sufficient capacity at the time of discharge to sustain the effects of, and to convey such discharges, without detriment to the continued natural function of the resource and in accordance with the requirements of this division. Design of stormwater management systems should not allow changes in rate or course in a manner substantially different from pre-development conditions. If there is no adequate conveyance, floodplain or easement available, full retention of the stormwater for all events up to and including the 100-year, 24-hour duration storm is required.

(7) *Treatment for direct discharge to active karst features.* Runoff to be discharged to active karst features shall be treated to comply with F.A.C. 62-520.420 prior to discharge.

* * *

SECTION 2. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Effective date. This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2015.

LEON COUNTY, FLORIDA

BY: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, LEON COUNTY 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

Policy 2.2.18: [L]

LAKE PROTECTION *(Rev. Effective 12/22/95; Revision Effective 7/26/06; Renumbered 3/14/07)*

Intent

Lake Jackson, designated both an Outstanding Florida Water (OFW) and Aquatic Preserve, is one of the most unique waterways in Florida. Historically, the lake has suffered from water quality issues associated with rapid urbanization and large-scale roadway projects. Lake Jackson's water quality has improved since adoption of the Comprehensive Plan, due in large part to the adoption of stringent stormwater treatment standards and the implementation of capital projects; however, nutrient levels in the Lake remain elevated and the Lake continues to be designated "Impaired" by the Florida Department of Environmental Protection.

The intent of the Lake Protection category is to ensure that development within the Lake Jackson basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality. The Lake Protection category is the basis for regulation and, where appropriate, limitation of development and redevelopment of land within the Lake Jackson Basin. The bounds of this category are to be the Lake Jackson basin boundary adjusted to include contributing watersheds but excluding existing, more intensely developed areas south of Interstate 10 and areas outside the Urban Service Area.

Allowable Uses, Densities, and Intensities

Residential

The Lake Protection category shall allow for single family residential uses at a base density of one (1) dwelling unit per two (2) gross acres.[1] To encourage compact and efficient development, two density bonus options are available for properties within the category:

1. A residential density of up to two (2) dwelling units per gross acre may be permitted within developments designed as a Clustered Subdivision.
2. A residential density of up to eight (8) dwelling units per gross acre may be permitted within the Lake Protection Node (LPN) zoning district.

[1] (Leon County) Any development affecting real property located in whole or in part within the Lake Protection Future Land Use Map category west of US 27 North for which an initial Planned Unit Development Concept or Final Development Plan was approved before January 1, 2005 shall be vested for all uses, intensities and densities set forth in the PUD Concept Plan Ordinance. Said PUD shall be entitled to rely on the closed basin exemption previously set forth in this section if the Commission determined prior to January 1, 2005 that the PUD met the requirements for such closed basin exceptions and that such determination has not been overturned by a court of competent jurisdiction at the time vested rights are sought under this provision. If a court of competent jurisdiction invalidates such a PUD due to reasons unrelated to whether the property met the requirements for the closed basin exception, any new or modified PUD application relating to the same real property shall be vested for the uses, intensities and densities of the previously approved PUD. All development within said certified closed basins approved pursuant to this provision shall be approved through the PUD amendment process, except that in unincorporated Leon County a one-into-two residential lot split exemption shall be processed according to the established County procedures instead of the PUD process.

Mixed-use & Non-residential
Non-residential and mixed-use development (including, but not limited to, office and commercial uses) within the Lake Protection category may only be permitted within areas designated with the Lake Protection Node (LPN) zoning district. Within this district, single use, non-residential development shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per acre. Projects containing a vertical mixture of uses, including any combination of office, commercial and residential uses, may receive a bonus of 2,500 s.f. per acre, for a total of 12,500 s.f. per acre.

Community and Recreational Facilities
Community facilities and recreational uses, including, but not limited to, schools, parks, police and fire stations, and religious facilities, shall be permitted within the Lake Protection (LP) and Lake Protection Node (LPN) zoning districts. These uses shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per acre.

Special Conditions

The following special conditions shall apply to the Lake Protection Future Land Use category:

1. The Lake Protection Node zoning district shall only be permitted at the following intersections:
   - Highway 27 North and Sessions Road
   - Highway 27 North and Capital Circle NW/Old Bainbridge Road
   - Highway 27 North and Fred George Road
   - Bannerman Road and Bull Headley Road

   The exact extent of these Nodes shall be specified in the City of Tallahassee and Leon County land development regulations, but generally shall not extend beyond ¼ mile from the respective intersection and shall not include areas within a Special Development Zone (SDZ) or existing single-family subdivisions.

2. As an alternative to large-lot developments, Clustered Subdivisions shall be permitted within the Lake Protection zoning district. Clustered Subdivisions shall:
   - Contain a minimum of 60% contiguous open space preserved in perpetuity and comprised of such things as preservation and conservation features, Special Development Zones, undeveloped uplands, passive recreation areas, and storm water facilities designed as a community amenity;
   - Be developed at a maximum density of two (2) dwelling units per gross acre; and,
   - Be served by central water and sewer systems.

3. A volume control based stormwater treatment standard shall be required for all development and redevelopment within the Lake Protection land use category. This standard shall ensure that runoff volumes in excess of the pre-development runoff

volume shall be retained for all storm events up to a 100-year, 24-hour duration storm. To encourage redevelopment in the Lake Protection category, a partial credit may be applied toward existing impervious surface on previously developed sites.

4. Additional development standards deemed necessary to protect Lake Jackson from further degradation and/or improve existing water quality may be included in the land development code.

5. Existing, lawfully established, non-residential uses within the Lake Protection land use category that are compatible with surrounding uses and meet all water quality standards for the Lake Jackson Basin shall be considered permitted uses.

~~This is a protection category that is specific to the well documented scientific concerns regarding the degradation and continuing pollution of Lake Jackson. The category is based on the lake basin boundary adjusted to include contributing watersheds but to exclude existing, more intensely developed areas south of Interstate 10. Consistent with the purpose of this category, Lake Protection densities and intensities shall be applied to undeveloped areas within the Lake Jackson drainage basin when such properties are developed.The Lake Protection category allows residential uses of one unit per two acres1. An option to develop at a density of one unit per gross acre is available within the City as long as the resultant development clusters the units on 25% of the property and maintains the remaining 75% in natural open space. In the unincorporated portions of the Lake Protection category clustering is allowed on 40% of the site at a net density of two (2) units per acre on the developed portion of the property. The remaining 60% of the property must remain in natural open space. The cluster options are intended to preserve green space within this land use category and be designed to minimize non-point pollution from the site. Cluster of residential development in areas designated for Lake Protection land use shall be permitted only on those portions of parcels not located within the Lake Jackson Special Development Zone and lying below one hundred ten (110) feet NGVD, and for higher elevations not determined to be severely limited by environmental constraints. Such constraints may be determined by on-site environmental analysis, building or soil limitation ratings in the Leon County Soil Survey, or other natural resource inventory determined appropriate by the local government.Industrial, office and commercial uses are prohibited in the Lake Protection category within the city limits. In the unincorporated areas of the Lake Protection category, minor office and minor commercial uses may be approved through the PUD process only if development retains its resultant stormwater on site. All industrial, commercial and office uses other than minor are prohibited in the unincorporated areas of the Lake Protection category as well. Urban services are intended for this category inside the Urban Service Area.~~

~~Additional requirements based on scientific studies and deemed necessary to protect the lake from further degradation, as well as improve existing water quality, will be included in the land development code. Existing non-residential uses within the Lake Protection land use category~~

~~that meet all water quality standards required in the comprehensive plan by the time frames required in the plan, will be considered permitted uses.~~

~~Within the Lake Protection Category, stormwater for non-single family and non-vested uses shall be retained on-site.~~

DRAFT

Stormwater Pond Treatment Volumes

	***Pond Volumes for a One Acre Site (inches over the site/total cubic feet)**	
Ordinance Provision Met	**Assume Residential at 20% Impervious**	**Assume Commercial At 50% Impervious**
**FDEP - 0.5” (State Min. Standard)	0.50” / 1,815cf	0.50” / 1,815cf
**FDEP -0.75” (Outstanding Florida Water Standard)	0.75” / 2,723cf	0.75” / 2,723cf
**Lake Protection - 1.125” (Base Min. Countywide Standard)	1.125” / 4,084cf	N/A
Bradfordville - 4” Over Impervious Standard	0.80” / 2,904cf	2.00” / 7,260cf
Volume Control -Pre/Post retention through the 100-year, 24 hour storm	**1.72” / 6,278cf**	**3.01” / 10,922cf**
Lake Jackson 50-year Post-development Retention Standard	N/A	7.39” / 26,826cf

*All of the values above are for stormwater facilities serving a 1.0-acre site developed with a post-developed pervious area CN of 66 – which has been constructed on an undeveloped site with an original CN of 60.
**Calculated as inches over the 1.0-acre drainage area – recovery by filtration is allowable.

POLLUTANT REMOVAL EFFICIENCIES FOR TYPICAL STORMWATER MANAGEMENT SYSTEMS IN FLORIDA

Presented at the
Fourth Biennial Stormwater Research Conference
Clearwater, FL

October 18-20, 1995

Sponsored By:

The Southwest Florida Water Management District

Prepared By:

Environmental Research & Design, Inc.
3419 Trentwood Blvd., Suite 102
Orlando, FL 32812

Harvey H. Harper, Ph.D., P.E.

Comparison of Treatment Efficiencies for Stormwater Management Systems

A comparison of treatment efficiencies for typical stormwater management systems used in the State of Florida is given in Table 8 based on information obtained in the literature review. In cases where a range of removal efficiencies are presented in technical reports related to a particular stormwater management technique, the mid-point of the range is given in Table 8 for comparison purposes.

The Florida State Water Policy, outlined in Chapter 17-40 of the Florida Administrative Code, establishes a goal of 80% annual reduction of stormwater pollutant loadings by stormwater management systems. Of the stormwater management systems listed in Table 8, only dry retention systems, with 0.5-inch of runoff retained, meet the State Water Policy goal of 80% reduction in annual pollutant loadings to the system. Off-line retention/detention facilities meet the 80% reduction goal for total phosphorus, TSS, BOD and total zinc, but provide only a 60-75% annual pollutant reduction for total nitrogen, copper and lead. Wet detention systems can meet the 80% reduction goal for TSS only, with removal efficiencies from 40-50% for total nitrogen, total phosphorus and BOD. Dry detention with filtration systems meet the 80% reduction goal for total lead only and provide virtually no pollutant removal for total nitrogen, total phosphorus and BOD. Based on the available literature, dry detention with filtration systems were found to exhibit a high degree of variability in estimated removal efficiencies. The actual removal efficiencies achieved by dry detention with filtration systems are a function of the relationship between the underdrain system and the seasonal high groundwater table.

TABLE 8

COMPARISON OF TREATMENT EFFICIENCIES FOR TYPICAL STORMWATER MANAGEMENT SYSTEMS USED IN FLORIDA

TYPE OF SYSTEM	ESTIMATED REMOVAL EFFICIENCIES (%)						
	TOTAL N	TOTAL P	TSS	BOD	TOTAL Cu	TOTAL Pb	TOTAL Zn
Dry Retention							
a. 0.25-inch retention	-60	-60	-60	-60	-60	-60	-60
b. 0.50-inch retention	-80	-80	-80	-80	-80	-80	-80
c. 0.75-inch retention	-90	-90	-90	-90	-90	-90	-90
d. 1.00-inch retention	-95	-95	-95	-95	-95	-95	-95
e. 1.25-inch retention	-98	-98	-98	-98	-98	-98	-98
Off-Line Retention/Detention	-60	-85	-90	-80	-65	-75	-85
Wet Retention	-40	-50	-85	-40	-25	-50	-70
Wet Detention	-25	-65	-85	-55	-60	-75	-85
Wet Detention with Filtration	-25	-60	-98	-99	-35	-70	-90
Dry Detention	-15	-25	-70	-40	-35	-60	-70
Dry Detention with Filtration	0	0	-75	0	-65	-90	-25
Alum Treatment	-50	-90	-90	-75	-80	-90	-80

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, July 7, 2015, 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 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING SECTION 10-4.301, WATER QUALITY TREATMENT STANDARDS; 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 Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: June 29, 2015

Leon County
Board of County Commissioners

Notes for Agenda Item #29

Leon County
Board of County Commissioners

Cover Sheet for Agenda #29

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Katherine Burke, P.E., Acting Director, Public Works Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Theresa B. Heiker, P.E., Stormwater Management Coordinator Timothy Carlson, Sr. Budget Analyst

Fiscal Impact:
This item has a fiscal impact. This non-ad valorem special assessment generates revenue in the amount of $3,549,611 that is contemplated in the proposed FY 15/16 budget.

Staff Recommendations:

Option #1: Conduct the first and only public hearing and approve the Resolution (Attachment #1) adopting the Stormwater Non-Ad Valorem Assessment Roll, and authorize the certification of the Non-Ad Valorem Assessment Roll to the Tax Collector (Attachment #2).

Report and Discussion

Background:

The Stormwater Management Assessment was first adopted in September 1991, with a rate of $20 per single-family unit, with a multiplier for commercial properties based on the amount of impervious area on a parcel. The Board modified the Stormwater Utility Ordinance in July 1995 to allow funding for operation and maintenance expenses, and for the purchase of wetlands and floodplains, with or without proposed structural improvements.

The Ordinance established two classes of property: residential development and non-residential development. Residential development property includes single-family units, mobile homes, and apartments. Under the original Ordinance, each single-family unit was charged a single rate. The rate of $20 per year was established by Resolution No. 95-24 on September 12, 1995.

During the April 23, 2013 budget workshop, the Board directed staff to implement the $85 assessment rate, recommended in the new rate study performed by utilizing a variable fee for residential class property. Non-residential development includes all the other developed property except agricultural. The assessment imposed on non-residential property is the rate of one single-family unit (SFU) multiplied by the numerical factor obtained by dividing the total impervious area of the non-residential developed property by the SFU average impervious area. The average SFU impervious area in the unincorporated area of Leon County is 3,272 square feet. For example, a convenience store that has 32,720 square feet of impervious area equals 10 SFU and pays $850 under the proposed Rate Resolution.

On May 28, 2013, the Board approved amending the Stormwater Management System Ordinance to reflect the changes in the rate structure as directed at April 23, 2013 budget workshop.

The Stormwater management Assessment is included on the Tax Notice. Section 197.3632, Florida Statutes, outlines the process for collection of non-ad valorem assessments. An assessment roll must be prepared showing all properties being assessed for the first time, which is then adopted by the Board by resolution, and the entire roll certified to the Tax Collector for collection.

County staff has published notice of the public hearing in the Tallahassee Democrat and provided first class mailed notice to each property owner subject to the non-ad valorem assessment for stormwater management services in accordance with the requirements of Section 197.3632, Florida Statutes (2014) (Attachment #4).

Analysis:

The Stormwater Management System Ordinance and Section 197.3632, Florida Statutes, require that the stormwater assessment roll be adopted by Resolution of the Board following a public hearing by September 15th of the year that the fee is imposed against new properties for the first time.

The assessment roll has been made available for public inspection at the County Administration offices located at the fifth floor of the County Courthouse. However, it has not been attached to this item due to the voluminous nature, thereof. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, have been compiled and likewise have been made available for public inspection at County Administration. The proposed Resolution adopting the non-ad valorem assessment roll for all properties subject to the assessment for the first time, and the Certificate to the assessment roll to the Tax Collector, are attached for the Board's consideration.

Options:

1. Conduct the first and only public hearing and approve the Resolution (Attachment #1) adopting the Stormwater Non-Ad Valorem Assessment Roll, and authorize the certification of the Non-Ad Valorem Assessment Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll.
   (This action would require amendments to the FY 2015/2016 budget.)
3. Board direction.

Recommendations:

Option #1.

Attachments:

1. Resolution Adopting the Stormwater Assessment Roll
2. Certificate to Non-ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing

RESOLUTION NO. R15-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE STORMWATER MANAGEMENT SERVICES AND FACILITIES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending chapter 18, article iv, division 3, Leon County Code of Laws, relating to the provision and funding of the *Stormwater Management Services and Facilities* to the *Stormwater Services Area*; and

WHEREAS, on May 28, 2013, the Board of County Commissioners adopted a *Stormwater Assessment Rate Resolution* levying and imposing upon each *Developed Property* located within the *Stormwater Services Area* a *Stormwater Assessment* in an amount found to be reasonably related to the cost of providing the *Stormwater Management Services and Facilities* to such property and thereby providing an equitably corresponding special benefit to such property; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the *Stormwater Assessment Roll* for conformity with the *Stormwater Assessment Rate Resolution*; and

WHEREAS, the Board wishes to approve and adopt the *Stormwater Assessment Roll* and to certify the roll for collection to the Tax Collector; and

WHEREAS, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

Section 1. Recitals. The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

Section 2. Definitions. For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

Section 3. Pursuant to section 197.3632, Florida Statutes (2014), Leon County hereby approves and adopts the *Stormwater Assessment Roll*, attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

Section 4. The unit of measurement for the *Stormwater Assessment* shall be as set forth in Exhibit 1, the *Stormwater Assessment Rate Resolution*, R13-20, which is attached hereto and incorporated herein as if fully set forth below. The amount of the *Stormwater Assessment* imposed against each subject parcel of *Developed Property* is and shall be as further set forth in Exhibit 2. The *Stormwater Assessment* shall be and is hereby levied and imposed annually commencing October 1, 2013, and continuing each year thereafter until such time as changed or discontinued by the Board.

Section 5. The *Stormwater Assessment Roll* is hereby certified to the Tax Collector for collection in accordance with Florida law.

Section 6. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

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EXHIBIT 1

RESOLUTION NO. R13-20

STORMWATER ASSESSMENT RATE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, RELATING TO THE PROVISION AND FUNDING OF THE STORMWATER MANAGEMENT SYSTEM.

RECITALS

WHEREAS, the County desires to provide *Stormwater Management Services and Facilities* in the most efficient manner possible in order to promote the health, safety, and general welfare of its citizens; and

WHEREAS, a new and dedicated funding for implementation of the County's *Stormwater Management Plan* is needed to maintain compliance with state and federal requirements, and the levy of a *Stormwater Assessment* is determined to be the most equable method of providing such funding; and

WHEREAS, those elements of the *Stormwater Management System* that provide for the collection, storage, treatment, and conveyance of *Stormwater* specially benefit all *Developed Property* within the unincorporated area of the County; and

WHEREAS, Florida law authorizes and encourages local governments to create stormwater management systems, provide stormwater management services and facilities, and adopt stormwater charges sufficient to plan, construct, operate and maintain its stormwater management system; and

WHEREAS, the cost of operating and maintaining the County *Stormwater Management System* and providing *Stormwater Management Services and Facilities* in accordance with existing permits and the funding of existing and future repairs, replacements, improvements, and extensions thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received; and

WHEREAS, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending ch. 18, Leon County Code of Laws, relating to the provision and funding of the County *Stormwater Management System*.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Leon County, Florida, that:

Section 1. **Recitals.** The Recitals set forth above are deemed incorporated herein as is fully set forth below.

Section 2. **Authority.** This Resolution is adopted pursuant to the authority granted the County under Article 8, Section 1, Florida Constitution, ch. 125 and 403, Florida Statutes, the Leon County Charter, and other applicable provisions of law.

Section 3. **Definitions.** For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

Section 4. **Resolution.** This Resolution shall constitute the *Stormwater Assessment Rate Resolution* as described in section 18-134.4(b), Leon County Code of Laws.

Section 5. **Provision of Stormwater Management Services and Facilities.** The County intends to provide *Stormwater Management Services and Facilities* for the benefit of all parcels of *Developed Property* located within the *Stormwater Services Area* commencing October 1, 2013. All or a portion of the cost to provide such *Stormwater Management Services and Facilities* shall be funded from the proceeds of the *Stormwater Assessment*.

Section 6. **Legislative Determinations.** It is hereby ascertained, determined, and declared that each parcel of *Developed Property* subject to the *Stormwater*

Assessment located within the *Stormwater Services Area* shall be specially benefited by the provision of *Stormwater Management Services and Facilities*, in an amount and to a degree not less than the *Stormwater Assessment* imposed against such parcel of *Developed Property*, in that such *Stormwater Assessment* as computed in a manner as set forth in this Resolution, constitutes a fair and reasonable charge for the provision of *Stormwater Management Services and Facilities.* It is hereby further ascertained, determined, and declared that the cost of providing *Stormwater Management Services and Facilities* used to compute the *Stormwater Assessment* constitutes a reasonable estimation of the ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to all parcels of *Developed Property* within the *Stormwater Services Area.* Lastly, the *Stormwater Assessment* is based upon the Leon County, Florida, Stormwater Utility Update, Final Report, dated April 5, 2013 (hereinafter "Rate Study") which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below.

Section 7. <u>Stormwater Assessment.</u> A *Stormwater Assessment* is hereby levied and imposed upon each parcel of *Developed Property* located within the *Stormwater Services Area* and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *Stormwater Management Services and Facilities* and thereby provides an equitably corresponding special benefit to the *Developed Property.* The *Stormwater Assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of a ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to such *Developed Property.* It is further ascertained, determined and declared that the *Stormwater Assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *Developed*

Properties assessed based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A. The amount of the *Stormwater Assessment* levied and imposed upon each parcel of *Developed Property* in the *Stormwater Services Area* shall be determined according to the property use category and rate as set forth in Exhibit B, Rate Schedule, commencing October 1, 2013, annually until discontinued or changed by the Board.

Section 8. Residential Credit. The Board hereby provides a fifty percent (50%) residential credit to the *Stormwater Assessment* for County residents owning and residing on residential *Developed Property* who have been qualified with the *Property Appraiser* as either a Low Income Senior or Disabled Veteran in accordance with Florida law. Funds designated by the Board to adequately fund the residential credit shall be paid from funds other than those generated by the *Stormwater Assessment*. The residential credit shall be effective commencing October 1, 2013, and continue annually until discontinued by the Board.

Section 9. Adjustment.

(a) The Board hereby finds that retention of *Stormwater* meeting the standards set forth in sections 10-4.301(3)(b) or (5)(a)(i) and (5)(b), Leon County Code of Laws, would constitute a significant and measureable reduction in County provided *Stormwater Management Services and Facilities*, resulting in an adjustment to the *Stormwater Assessment* to reflect only those costs associated with engineering and permitting services of the *Stormwater Management Services and Facilities* provided. Therefore, the Board hereby creates a 75% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 75% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*,

when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(1), Leon County Code of Laws. The 75% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

(b) The Board hereby finds that by demonstrating that *Stormwater* quality treatment and rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided, would result in a 50% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 50% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 50% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(2), Leon County Code of Laws. The 50% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

(c) The Board hereby finds that by demonstrating that *Stormwater* rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided would result in a 25% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 25% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 25% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(3), Leon County Code of Laws. The 25% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

(d) Upon approval of an application of the owner, a reduction to the *Stormwater Assessment* may be applied to the subject *Developed Property*, when the owner demonstrates by competent substantial evidence that alternative means or techniques have been utilized to accomplish the standards set forth in Section 18-134.4(f)(2)a.(1), Leon County Code of Laws.

Section 10. **<u>Collection of the *Stormwater Assessment*.</u>** The collection of the *Stormwater Assessment* shall be made pursuant to and in accordance with section 18-

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134.5, Leon County Code of Laws and is authorized hereby, commencing October 1, 2013.

Section 11. **Effective Date.** This Resolution shall have effect upon adoption and shall apply to all parcels of *Developed Property* located within the unincorporated area of Leon County.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this 28th day of May, 2013.

LEON COUNTY, FLORIDA

BY: _____
NICHOLAS MADDOX, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____
for Bob Inzer

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

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

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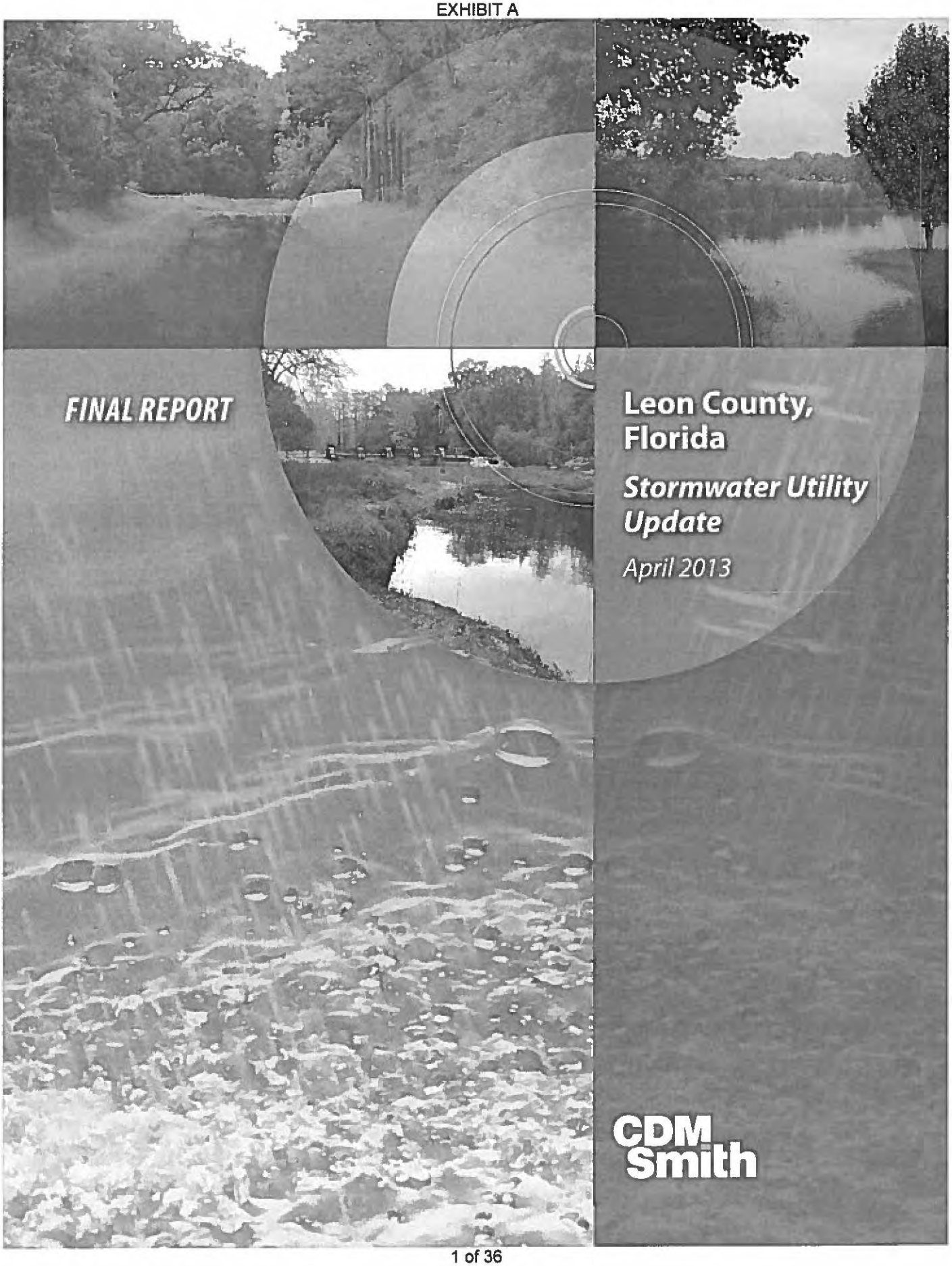
EXHIBIT A



FINAL REPORT

Leon County, Florida

Stormwater Utility Update

April 2013

CDM Smith

EXHIBIT A

CDM Smith
1715 North Westshore Boulevard, Suite 875
Tampa, Florida 33607
tel: 813 281-2900
fax: 813 288-8787

April 5, 2013

Ms. Theresa Heiker, P.E.
Stormwater Management Coordinator
Engineering Services Division
Leon County Public Works Department
2280 Miccosukee Road
Tallahassee, Florida 32398

Subject: Stormwater Utility Update Final Report

Dear Ms. Heiker:

CDM Smith is pleased to submit the Stormwater Utility Update Final Report (5 copies). The final report incorporates final comments and decisions CDM Smith received from the County on March 8, 2013 and early April via e-mail. Highlights from the report are presented below.

Level of Service Analysis

CDM Smith worked with County staff to define program activities and expenditures for Service Areas presented in Figure 1. The assessed level-of-service (LOS) for each program element is highlighted in blue. In general, the County's program is between a LOS C and LOS D. This assessment is based upon services currently being provided by the County and the associated funding of those services as compared to other Florida communities.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mainly Responsive (Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-Compliance	Less than full response to all complaints	100-year Plan

Figure 1
LOS Analysis of County Stormwater Program Elements

EXHIBIT A

CDM Smith

Ms. Theresa Heiker, P.E.
April 5, 2013
Page 2

In order to maintain the current LOS being provided by the County, and the elimination of the transfer of general revenues to the stormwater utility fund, the updated stormwater utility would need to generate the revenue shown in Table 1. As an option, CDM Smith also considered at the request of the County an additional scenario to add $2 million in annual revenue for capital improvements.

Table 1
Stormwater Program Costs

Program Element	Budget	% of Total
Engineering & Permitting, and NPDES	$1,350,000	26.2%
Operations & Maintenance	$1,800,000	35.0%
Capital Improvement Program	$2,000,000	38.8%
Total	$5,150,000	100.0%

Rate Structure Analysis

CDM Smith worked with County staff to define and evaluate various stormwater utility rate structure scenarios to generate the program costs. This included an assessment of impervious area characteristics of parcels located in unincorporated Leon County and the selection of a "single family dwelling unit" (SFU) as the basis for assigning fees to parcel owners. Based on the input from County staff, the preferred rate structure includes tiered non-single family residential rates, non-residential rates based upon their equivalent number of SFU's and the allowance of a credit adjustment. The analysis considered the cost of service within the defined Urban Service Area (USA). Also, the analysis showed that the rate for the USA would be only slightly different than the non-USA area, which may not support the need for different service areas.

Based on the number of SFU's in the County, to generate $5.15 million in annual stormwater program costs, the fee is estimated to be $140 per SFU per year assuming a 95 percent collection. To fund the stormwater program costs using a graduated 5-year approach, the fee would start out at $44 per year per SFU, and increase by $24 per year per SFU for each of the next 4 years. After five years, the ultimate rate would be $140 per year per SFU. These estimates are based on a 2 percent growth per year in revenue needs and a 1 percent growth per year (i.e., new construction) in revenues.

We appreciate working with the County on this very important project and look forward to future opportunities.

Sincerely,

Scott McClelland
Vice President
CDM Smith Inc.

cc: Brian Mack

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Section 1
Introduction

In October 2012, Leon County (the County) contracted with CDM Smith to prepare a Stormwater Utility Update Study (the 2012 Study). Procurement for these services was based upon the findings and recommendations from the Board of County Commissioner's Workshop on Stormwater and Solid Waste Non-Ad Valorem Assessments and Transportation Taxes held in February 2012. The original purpose of the 2012 Study was to identify the necessary funding to maintain adequate levels-of-service (LOS) for the County's stormwater management program and to determine the feasibility of eliminating the approximate $2 to $3 million subsidy from the County's general fund for stormwater services.

To accomplish this goal, CDM Smith prepared a LOS analysis of the County's stormwater programs (Section 2), performed a rate structure analysis (Sections 3 and 4), and developed subsidy elimination scenarios (Section 5). Also, as part of this work, CDM Smith developed a simple rate model using MS Excel ©, which has been provided to the County. This document summarizes the results and conclusions made for each of these tasks.

In order to compare the various rate structure options considered in Sections 3 and 4, the 2011 Stormwater Utility Survey (2011 Survey) prepared by the Florida Stormwater Association (FSA) was used. This survey included 81 respondents, of which 71 were cities and 10 were counties.

EXHIBIT A

Section 2
Level of Service

2.1 Stormwater Levels of Service (LOS)

For the purposes of this evaluation, stormwater management services for the County have been organized into four categories as described below:

- **Engineering & Permitting Services (EPS)** – this area of service provides for the management and planning of the stormwater assets for the County. Included are program administration, planning, development review, total maximum daily load (TMDL) Engineering & Permitting, enforcement and monitoring. Also, this includes the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit (FLS000033) compliance activities that are not otherwise accounted for in the other categories.
- **Operation and Maintenance Services (O&M)** – these services include the maintenance of the stormwater assets of the County including mowing, cleaning, litter control, and minor repair.
- **Capital Improvement Program (CIP)** – this includes major construction of new stormwater assets for the County. Projects are generally identified annually in the 5-year CIP program.

In an ideal world with unlimited funding, stormwater management activities would be completed at the highest level. This would result in routinely maintaining all systems, constructing facilities to control every storm, planning for all watersheds to ultimate build out, and performing award winning NPDES compliance. In reality, such funding is not available and thus, services must be provided at a reasonable level that balances services desired by the public with the limited funding available. This level of service (LOS) varies depending on the desires of the community and the issues that need to be addressed.

In order to define the stormwater services provided by the County to its citizens, this study will compare stormwater services provided by the County to a set of standards. The term "LOS" is used in this study to describe the magnitude of beneficial results gained by the community and the environment from the County's stormwater program. A higher LOS will result in better flood control and protection, better control of erosion and sedimentation, and better water quality and stream habitat. This LOS concept is useful for assessing each of the four major stormwater program areas that have been described previously (Engineering & Permitting which includes NPDES Compliance, Operation and Maintenance, and Capital Improvements).

For the purposes of this study, different LOS have been defined and assigned standard letter grades, with "A" being the highest and "F" being the lowest. These standard definitions facilitate evaluation of the LOS currently being provided by the County's stormwater program, and allow consideration of alternative LOS, with their associated benefits and costs. A LOS "F" is considered to be below the minimum regulatory requirements and expectations of the community.

EXHIBIT A

A matrix has been developed to assist in understanding the different LOS as they relate to the four major program areas (**Figure 2-1**). Within this matrix, the first column contains the LOS letter grade identification ranging from "A" to "F." Subsequent column headings are provided for the four program areas, and each box within the matrix contains a brief description of the key elements required to achieve the given LOS for each program area. Later in this section, the County's current stormwater program is assigned a letter grade for each program area based on these LOS definitions. CDM Smith also evaluated the current cost of stormwater services as compared to other communities.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mostly Responsive (Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-compliance	Less than full response to all complaints	100-year Plan

Figure 2-1 Leon County, Florida Stormwater Utility Update

2.1.1 Engineering & Permitting Level of Service Descriptions

A high LOS related to Engineering & Permitting provides benefits to the community and environment through the following means:

- Comprehensive planning of stormwater management activities and practices increases the opportunity to implement recommendations prior to development or redevelopment occurring, thus decreasing the costs and improving the effectiveness of these best management practices.
- A proper staffing level of County personnel to oversee and manage other program areas (i.e., operation and maintenance and capital improvements) improves the cost-effectiveness and efficiency of these program areas.
- A proper staffing level of County personnel to monitor and enforce stormwater rules and regulations increases the level of compliance by the regulated community, better protecting the community and environment from unlawful activities.
- Full compliance with all state and federal regulatory programs allows the County to qualify and gain higher priority for potential funding opportunities when they are available to the County, and avoids potential fines and/or environmental damage that may result from non-compliance. The data and information gained from monitoring activities required by these programs allows the County to make better decisions as to where to apply resources to gain the most benefit and as to the effectiveness of past and ongoing activities in achieving desired benefits.

EXHIBIT A

To a large degree, the LOS of the Engineering & Permitting area depends upon the corresponding LOS of the other two major program areas, operation and maintenance and capital improvements. This is because County staff members are required to oversee and manage these other program areas to ensure their cost-effectiveness and efficiency.

However, there are other elements within the Engineering & Permitting area that are not related to O&M or capital improvements. These include enforcement of County development and environmental regulations (e.g., plan review and inspections for soil and erosion control and floodplain regulation, and inspections of stormwater facilities controlling existing development). Other activities that would fall under the Engineering & Permitting category include public information and education about stormwater-related issues, and other supporting functions such as information management, finance, billing, and administration.

The County was first issued its NPDES MS4 permit by the Florida Department of Environmental Protection (FDEP) in 1997 (Permit No. FLS000033). The permit was reissued in 2003 and again on November 1, 2011. Under this permit, the County is required to accomplish and report on various stormwater management activities. Currently, these activates are managed and funded under engineering and permitting services. Compliance is measured by the State using annual reports prepared by the permittee documenting all of the permit related activities accomplished during the permit year.

The various LOS for Engineering & Permitting are described below:

- **LOS A:** Watershed planning completed or scheduled dealing with existing and future stormwater problems (drainage and water quality); complete inventory of stormwater system in a geographic information system (GIS) database. Includes exemplary and/potentially award winning compliance with State and Federal NPDES permit requirements.
- **LOS B:** Increased planning for the watershed considering not only existing problems but also future problems that may be caused by growth; partial stormwater system inventory and sufficient management to administer the program and complete limited CIP projects. Provides proactive NPDES compliance with permit conditions and represents activities that are better than simply a minimal compliance with the letter of the permit, no substantive comments or requests from the annual report review and associated FDEP inspection.
- **LOS C:** Partial planning of watershed, limited stormwater system inventory and some ability to manage capital improvement projects; planning focused on dealing with major or significant existing problems. Middle-of-the-road and minimal accepted LOS with adequate compliance with NPDES permit conditions, some comments received during the annual review, but no major compliance issues are received from FDEP.
- **LOS D:** Poor management characterized by minimal or no planning; some ability to perform project management for capital projects; poor inventory of stormwater system and limited staff to administer the program. Not complying with NPDES permit conditions, characterized by substantive comments on the annual report and during the annual inspection.
- **LOS F:** No management or planning, no system inventory, and no ability to accomplish CIP projects or planning. Non-compliance with major NPDES permit conditions, with the permittee subject to potential fines from the state for noncompliance.

2.1.2 Operation and Maintenance Level of Service Descriptions

A high LOS related to operation and maintenance provides benefits to the community and environment through the following means:

- The useful life of the County's stormwater infrastructure is extended through proper operation and routine maintenance of these assets. This results in cost savings by delaying the need for major rehabilitation or replacement of these assets
- Cleaning of swales, catch basins, culverts, and ditches maintains the hydraulic capacity of these items, thus decreasing the frequency of flooding that may occur upstream of and in the vicinity of these areas.
- Regular removal of trash, debris, sediment, and excess vegetation from the stormwater system improves water quality of streams and downstream waterways as well as the aesthetic value of these areas to the community. Regular street sweeping and greenway maintenance achieves similar benefits.

The LOS for O&M are described below:

- **LOS A:** Highest O&M service level that is fully preventative – all maintenance is completed routinely, addressing every stormwater facility once or more each year.
- **LOS B:** Mixture of routine and inspection based maintenance. Critical structures are routinely maintained, both periodically during each year and possibly before each storm event, and non-critical structures are maintained based on inspection.
- **LOS C:** Inspection based maintenance whereby all structures are routinely inspected by management and maintenance is scheduled according to the inspection.
- **LOS D:** Complaint-based maintenance – all maintenance is done based on citizen complaints; generally characterized by work order based activities resulting from citizen call in complaints.
- **LOS F:** Less than complaint-based maintenance, with limited or no ability to even respond to complaints.

Once achieved, a LOS "A" may be less costly than lower LOS because it should reduce the frequency of high-cost capital expenditures such as repairs to failed facilities, unscheduled labor overtime, and high administrative costs. The challenge, however, is that the transition from a lower LOS to a LOS "A" cannot be achieved immediately.

2.1.3 Capital Improvements Level of Service Descriptions

A high LOS related to capital improvements provides benefits to the community and environment through the following means:

- Construction of stormwater system conveyance improvements reduces flooding in known problem areas, thus better protecting public and private property from flood damage.
- Protection and/or improvement of existing lakes, ponds, and wetlands supports downstream water quality objectives by providing treatment of stormwater runoff entering these waters.

- Acquiring and preserving stream buffers and other environmentally sensitive areas provides water quality improvement, increased habitat opportunities, and improved aesthetic value of the surrounding environment.
- Restoration and/or stabilization of streams and other areas subject to erosion reduces sediment transport, thus decreasing the need for downstream maintenance and improving downstream habitat.

Alternate LOS associated with capital improvements primarily distinguishes between the level of funding and rate of implementation for identified capital improvement needs. LOS "F" through "A" were assumed to correspond to an implementation period of 100 years to 10 years, respectively. The implementation schedule for capital improvements under any of these LOS could be accelerated through the issuance of revenue debt, with annual stormwater utility fees servicing the debt. It should be noted, however, that deferred implementation of some capital improvements would likely increase the costs of the required improvements, thus further delaying the schedule for full implementation.

2.2 Description of Current County Stormwater Program

2.2.1 Engineering Services Division

The goal of the Engineering Services Division "is to provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance the community's quality of life". Within the Engineering Services Division are four full time employees dedicated to the County's stormwater management program. There are other staff within the Engineering Services Division that dedicate a portion of their time to stormwater management services. The appropriation of stormwater related costs is discussed later in this document. In general, the stormwater services provided by the Engineering Services Division include:

In-house Design Services

For small CIP projects, the Engineering Services Division provides in-house design services.

Project Management Services for CIP

For stormwater CIP projects, the Engineering Services Division provides project management services. This includes oversight of the technical aspects of the project during both design and construction.

Review of Development Plans

The Engineering Service Division is also periodically asked to review the stormwater elements of development plans submitted to the County. The review includes the associated stormwater management systems intended to meet local, state, and federal requirements. Support is also provided on wetland planting plans or review of environmental impacts.

Inspections of New Construction Sites

In addition to review of development plans, the Engineering Services Division is responsible for construction inspection activities that include enforcing erosion and sediment best management practices for County construction projects.

Stormwater Engineering & Permitting and Planning

These activities primarily focus on staff time associated with the continued management and planning of the County's stormwater services. Increased Engineering & Permitting services may be needed to

address the regulatory changes affecting how the County manages new mandates related to improved water quality. The County also represents County interests with the BluePrint 2000 program.

Stormwater Master Planning

Under the direction of the Engineering Services Division, a stormwater master plan was completed in 1995 for the County's Primary Stormwater Management System (PSMS). Since the completion of the study, the County has been implementing CIP projects to address identified problem areas as funding becomes available. In recent years, funding of CIP projects has been accomplished with grant monies and other sources. No CIP funding has come from the existing stormwater utility.

CIP Program

On an annual basis, the County updates and prioritizes its CIP needs and then implements the project as funding becomes available. CIP prioritization is based upon previous master planning efforts and flooding complaints from the community. Priority has been given to flood complaint based projects. As a result of aging infrastructure, it is expected that the CIP needs will increase, and thus will require additional funding. Currently, the existing stormwater utility is not used for funding of the County's CIP program. Since 2003, the County has averaged approximately $4.6 million in expenditures in its stormwater CIP.

Grant Funding Pursuits

The Engineering Services Department look for opportunities for grant funding of stormwater related services. The most recent example is grant monies secured as a result of Tropical Storm Faye to mitigate flooding problems that occurred as a result of the storm.

Total Maximum Daily Load (TMDL) Engineering & Permitting

The TMDL program requires governments to reduce pollutant loads to impaired waters as identified by the Florida Department of Environmental Protection (FDEP) and/or the Environmental Protection Agency (EPA). As a result of TMDL regulations, the County may be required to reduce pollutant loads leaving its stormwater system into waters of the United States. The County has a list of waters deemed impaired by FDEP and the EPA. It is expected that the County will have to look at opportunities to reduce nutrients in several of the basins.

NPDES MS4 Compliance & Reporting

The County has been meeting the requirements for their NPDES MS4 since first being issued (Permit No. FLS000033). In 2011, FDEP has renewed the permit, which requires the County to expand their stormwater program moving forward. Under the new permit, the County is now responsible for several new/enhanced activities. These activities will require additional funding to be compliant with the permit conditions.

Stormwater Utility Program

The Engineering Services Division is responsible for the administration of the Stormwater Utility Program.

2.2.2 Operation Services Division

Following a reorganization effort in 2008, the Operation Services Division of Public Works became responsible for the following services areas:

- Transportation Maintenance;

- Right-of-Way Management; and,
- Stormwater Maintenance.

Each of these three functions involves O&M services for stormwater management systems as described in the paragraphs below.

Transportation Maintenance

The goal of the Division of Operations Transportation Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management provided under transportation maintenance services include dirt road grading, stabilization and ditch maintenance.

Based upon Tallahassee Leon County GIS street segment data, there are 1,365 lane-miles that are currently being maintained by the Operations Services Division. Approximately, 51 percent of these roads are located within the Urban Service Area (USA). The County also estimated that 628 of the 1,365 lane-miles (46 percent) have a greater functional designation than "local road". For these roads, the expenses associated with transportation and stormwater O&M activities should be shared between transportation and stormwater funding sources. Sharing of these costs is common practices throughout Florida municipalities.

For the unpaved roads, the County provides grading services, including the adjacent roadside ditches on an approximate 14 day cycle. The County has 2 excavation crews available for this purpose. Additionally, the County maintains approximately 107 lane-miles within the City of Tallahassee limits. Approximately 46 percent of the lane-miles within the City limits are served by curb and gutter and closed systems (pipes) for stormwater management. The remainder is served by open systems (e.g. swales).

Right-of-Way Management

The goal of the Division of Operations Right-of-Way Management is to "provide for the safety, comfort, and convenience of the public by managing programs that support transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management under Right-of-Way management include:

- Mowing in landscape areas of County rights-of-way; and,
- Maintenance of vegetation in County maintained stormwater facilities.

The County mows approximately 500 miles of road Right-of-Way, five times each year (2,500 miles of roadway mowing annually). In addition, the County maintains approximately 42 acres of landscaped areas 11 times each year. The County expects more landscaped stormwater facilities in the future as a result of increased interests in green infrastructure for water quality improvement, and therefore, the demand for O&M services will increase.

Operations – Stormwater Maintenance

The goal of the Division of Operations Stormwater Maintenance Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and

programs supporting transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management under Stormwater Maintenance include:

- Maintaining open and closed County owned drainage systems;
- Protect citizens from stormwater runoff (flooding);
- Provide silt removal from open and closed stormwater systems;
- Provide erosion protection through sod and hydromulch of ditches;
- Respond to stormwater issues identified by citizens;
- Construction and/or repair of stormwater structures (i.e., swale ditch blocks, inlets, etc.);
- Conduct routine maintenance to stormwater ponds and ditches (i.e., mowing, fence repair, etc.);
- Remove silt from County owned ponds and replace stormwater filter systems;
- Provide pond stabilization for erosion protection; and,
- Conduct inspections of stormwater ponds and conveyance systems for permit compliance.

As indicated above, the majority of stormwater services are provided by the Division of Operations under Stormwater Maintenance. It should be noted that approximately 75 percent of stormwater services are complaint based. The County maintains approximately 300 stormwater ponds. All but 10 of the stormwater ponds are "dry" ponds and require mowing. Mowing of the County-owned ponds is inspection-based and not complaint-based. Aquatic weed control is provided as necessary.

The County provides operation and maintenance services for approximately 60 miles of ditches, broken into 60 maintenance segments. Approximately25 percent of the segments receive O&M annually. Pond maintenance also includes debris removal and mowing of the banks of Lake Henrietta. Two County crews are used to provide approximately 150,000 linear feet of ditch maintenance annually (28 miles per year). A third crew was eliminated during the last reorganization of the Operations Division.

2.3 Current County Stormwater Program Funding Summary

Based upon review of the Fiscal Year 2012/2013 Annual Budget Five-Year Financial Plan (Budget Document), and the information provided by the Leon County Office of Management and Budget, CDM Smith compiled a stormwater service funding and appropriation table (**See Table 2-1**). As can be seen from the table, the average budget for stormwater services for Fiscal Year 2011 through Fiscal Year 2013 is approximately $4.8 million. Of the $4.8 million, approximately $1 million comes from the non-ad valorem assessment (stormwater utility fees), $1.2 million from the Transportation Trust Fund, $2.5 million from the non-countywide fund, and the balance from miscellaneous sources. To account for the funding to pay for related stormwater and engineering services, funds are transferred between stormwater and transportation funds. It is important to note that both of these funds are supported by General Revenue. $1.2 million in transportation funds are transferred to the stormwater program to fund the maintenance of stormwater systems associated with roadways. The County's engineering services, including stormwater engineering costs, are accounted for in the Transportation Trust Fund. $1.6 million in revenue from the Stormwater Fund is paid back to the Transportation Trust Fund to pay for related engineering and operating services. Additionally, it is the goal of the County to

Table 2-1
Leon County, Florida
Stormwater Utility Update - Stormwater Management and Operations Budgets and Costs
As Shown in the Leon County Annual Budget, 5-Year Financial Plan and CIP, FY12/13

Revenue Sources for Stormwater Utility Fund	FY 2011 Actual Revenue	FY 2012 Adopted Revenue	FY 2013 Budget Revenue	3-Year Average
Non Ad-valorem Assessment	$1,006,742	$1,021,250	$1,004,150	$1,010,714
City Permit Water Atlas	$18,750	$25,000	$0	$14,583
Pooled Interest Allocation	$37,644	$35,625	$44,745	$39,338
Other Sources	$137,245	$0	$0	$45,748
Transfer from 106 (Transp. Trust)	$1,179,177	$1,248,251	$1,072,112	$1,166,513
Transfer from 126 (non- countywide)	$1,890,951	$2,618,647	$2,985,242	$2,498,280
Miscellaneous	$0	$290,000	$0	$96,667
	$4,270,508	$5,238,773	$5,106,249	$4,871,843
Actual Expenses or Budgeted Expenses for Stormwater Utility Fund	**FY 2011 Actual Expenses**	**FY 2012 Adopted Budget**	**FY 2013 Requested Budget**	**3-Year Average**
Stormwater Maintenance [1]	$2,241,834	$2,774,701	$2,748,500	$2,588,345
MIS Automation - Stormwater	$626	$568	$500	$565
Stormwater Utility Risk	$35,769	$32,231	$19,644	$29,215
Indirect Costs - Stormwater	$549,016	$619,399	$425,552	$531,322
Tax Collector	$20,849	$17,910	$18,447	$19,069
Water Quality & TMDL Sampling	$37,500	$59,940	$0	$32,480
Transfers to Account 106	$1,067,204	$1,699,024	$1,886,104	$1,550,777
Budgeted Reserves - Stormwater	$0	$35,000	$35,000	$23,333
	$3,952,798	$5,238,773	$5,133,747	$4,775,106

eliminate the transfer of the approximate $2.5 million of Non-Countywide funds with revenue generated from the updated stormwater utility rate structure.

The County expends $4.8 million for various stormwater related activities. Approximately $2.6 million is spent on stormwater O&M, $1.6 million is transferred back for engineering services, and the remaining $600,000 is spent on various other stormwater functions located in the stormwater fund.

It is a common practice for other County stormwater programs in Florida to fund the O&M for major roads using transportation funds. Consistent with this practice, in future years, the County has identified $800,000 in the Transportation Trust Fund for stormwater O&M on major roads. The County estimated this cost using the assumption that 46% of County roads are classified as greater than "local" and that 67% of O&M budget ($2.6 million) is spent on roadway stormwater maintenance ($2.6 million x 67% x 46%= $800,000). As a result, the stormwater utility will only need to fund $1.8 million for stormwater facility and conveyance O&M and not the full $2.6 million ($2,600,000 - $800,000). Therefore, the actual funds that will be appropriated from the stormwater utility fund will be $3.15 million.

Historically, the County has spent an average of $4.6 million on its CIP program (FY2003 – FY2012). The majority of the dollars were secured from revenue sources other than what is generated by the County's current stormwater assessment fee. Moving forward, the County anticipates using approximately $2.0 million for its stormwater CIP program as a minimum amount. This is based upon the last 10 years of stormwater CIP appropriations from the County's CIP program, Gas Tax, and Local Options Sales Tax. A summary of the historical CIP expenditures by fund is presented in **Table 2-2**.

Based on a review of the existing County stormwater program by CDM Smith, discussions with county staff, and the LOS definitions provided previously, the following LOS ratings are provided for the current County stormwater program.

2.3.1 Current Engineering & Permitting LOS

The County's currently provides a LOS C for Engineering & Permitting. While the County completed a stormwater master plan in 1995, it has not been updated nor have basin plans related to water quality protection been completed. Also, the County continues to inventory of stormwater facilities.

2.3.2 Current NPDES Compliance LOS

Based on this assessment of the compliance activities for the County, the existing program has achieved adequate compliance so would be designated a LOS C. The County does additional stormwater monitoring above what is required for permit compliance.

2.3.3 Current Operation and Maintenance LOS

The existing O&M LOS is primarily complaint based. There are limited inspection based O&M practices related to pond mowing. Based upon the LOS criteria previously defined in Figure 2-1, the current LOS provided by the County is D. This LOS rating is indicative of resource limitations and not effort.

2.3.4 Current Capital Improvements LOS

The current LOS provided by the County related to capital improvements associated with stormwater management is LOS D+. Projects are completed based upon need and fiscal resources. It should be noted that the currently, the stormwater utility does not fund the County's stormwater CIP.

Table 2-2
Leon County, Florida
Stormwater Utility Update - Capital Expenditures and Source of Funding

Capital Improvement Projects - Funding Source	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	10-Year Average
Grants - 125	$0	$508,671	$21,391	$0	$1,641,670	$110,057	$200,000	$308,021	$1,097,013	$2,086,385	$597,321
Capital Improvements Fund - 305	$509,975	$1,361,643	$1,388,050	$2,021,548	$1,838,855	$615,355	$1,350,106	$2,171,559	$2,098,912	$2,306,180	$1,566,218
Transportation Fund - 306	$0	$1,863	$9,722	$294,483	$35,616	$32,677	$37,486	$80,172	$199,875	$49,759	$74,165
Sales Tax Fund - 308	$10,914	$161,000	$118,891	$326,234	$0	$0	$0	$0	$0	$0	$61,704
Sales Tax Extension Fund - 309	$71,778	$2,753	$937,510	$6,857,166	$1,185,613	$1,997,770	$1,796,482	$1,812,261	$653,984	$2,593,600	$1,790,892
Bond Series - 318	$1,474,768	$2,733,623	$581,544	$261,867	$37,382	$0	$0	$0	$0	$0	$508,918
Totals	$2,067,435	$4,769,553	$3,057,108	$9,761,298	$4,739,136	$2,755,859	$3,384,074	$4,372,013	$4,049,784	$7,035,924	$4,599,218

Capital Improvement Projects - Funding Source	10-Year Average
Capital Improvements Fund - 305	$1,566,218
Transportation Fund - 306	$74,165
Sales Tax Fund - 308	$61,704
Totals	$1,702,088

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Figure 2-2 illustrates the current LOS for the County based on this assessment. Overall, the County is assessed as being between a C and D+ for the LOS.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mainly Responsive(Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-compliance	Less than full response to all complaints	100-year Plan

Figure 2-2 Leon County, Florida Stormwater Utility Update

2.4 Existing Program Cost Comparison

CDM Smith used a "top-down" approach to establish a base line for varying levels of service. This approach uses standard unit costs to estimate the total program cost. Typically, costs are related to population (i.e., cost per capita) or to road or lane mile, with the latter tending to relate best to O&M costs and the former relating to total and Engineering & Permitting costs. **Table 2-3** shows the results for a number of communities in Florida and other states for which population, funding, road miles and level of service were available. Based on these data, the top-down costs for the different LOS above the current LOS for the County was estimated.

Table 2-3 Leon County, Florida Stormwater Utility Update LOS Costs

Population Based Level of Service (EPS, O&M, CIP)	Average	Minimum	Maximum
A	$61	$59	$63
B	$44	$27	$60
C	$25	$17	$43
D	$21	$12	$28
Lane Mile Based Level of Service (O&M only)	**Average**	**Minimum**	**Maximum**
A	$12,201	$6,550	$17,852
B	$8,044	$3,148	$11,104
C	$6,079	$2,698	$10,090
D	$2,442	$1,216	$3,216

As previously shown in Table 2-1, the County spends approximately $3.95 million on its stormwater program, including the $800,000 from the Transportation Trust Fund. Using a population estimate of 95,000 (2011 Census Estimate), this is an equivalent cost of $42 per capita for stormwater services. Using the benchmark data presented in Table 2-3, this is between a LOS C and LOS B. When you consider the County appropriates a portion of its stormwater budget on stormwater maintenance activities associated with roadways within the City of Tallahassee limits, the result would move the benchmark LOS closer to LOS C. This result is consistent with the LOS determination using County specific data (see Section 2.3).

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A comparison of the O&M LOS based upon the lane miles of County road currently being maintained was also performed. Currently, the County maintains approximately 1365 lane-miles of roadway. As previously discussed, approximately 694 lane-miles are within the USA and 107 lane-miles are within the City of Tallahassee limits. Because the County maintains roads inside city limits and the costs for this work is included in the overall expenses recorded here, the LOS is identified with Table 2-3 is slightly lower than it is in reality. Based upon the $2.6 million appropriation for stormwater O&M (see Table 2-1), the County spends approximately $1,904 per roadway lane-mile on stormwater O&M services. Based upon the benchmark information presented in Table 2-3, this equates to a LOS D, which is consistent with the LOS determination using County specific data (see Section 2.3).

2.5 Stormwater Program Level of Service Improvements

The cost of the County's stormwater program at the current LOS is $3.95 million. As previously discussed, approximately $800,000 will come from the Transportation Trust Fund to maintain arterial and collector roadways ,leaving $3.15 million to be funded by the stormwater assessment, annually. The recommended allocation of the $3.15 million is presented in **Table 2-4**. In order to provide $2 million for its CIP program into the stormwater utility fund, the total revenue needed from the stormwater utility fee would be $5.15 million.

Table 2-4 Leon County, Florida
Stormwater Utility Update – Stormwater Management and Operation Estimated Budgets Excluding and Including CIP

Revenue Sources for Stormwater Utility Fund	Existing Budget
Engineering & Permitting Services	$1,350,000
Stormwater Maintenance	$1,800,000
Total	$3,150,000

Revenue Sources for Stormwater Utility Fund	Future Budget
Engineering & Permitting Services	$1,350,000
Stormwater Maintenance	$1,800,000
Capital Improvement Projects	$2,000,000
Total	$5,150,000

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Section 3

Parcel Analysis

A stormwater utility program includes a utility fee that is generally based upon the amount of impervious area on a fee payer's land. Generally, the greater the amount of impervious area, the greater amount of stormwater runoff and, subsequently, the greater the effort local cities and counties have to expend to control the runoff. While there are a number of parameters related to runoff, the best parameter is the amount of impervious area. Therefore, to understand the stormwater assessment for Leon County (the County), this project included a study of impervious area as well as other parcel-based information that may be pertinent to the utility assessment.

Based on CDM Smith experience, it has been found in Florida and other parts of the country that there tend to be two distinct categories of parcels which need study: residential and non-residential. Generally, the impervious areas of residential parcels represent relatively uniform classes while the impervious areas for non-residential parcels vary significantly.

Provided in this section is a discussion of the parcels in the study area. The data used in the analysis were obtained from Tallahassee-Leon County GIS (GIS). A brief description of the data and techniques used is provided prior to the consideration of the results for each general parcel type.

3.1 Tallahassee-Leon County GIS and Leon County Appraisal Data

The GIS staff provided CDM Smith with parcel specific GIS and database information. From these records and conversations with the GIS staff, a dataset of parcel information was obtained, a summary of which is provided below.

3.2 Results of Parcel Assessment

A summary of the 2012 parcel data for the Unincorporated County as defined by GIS & LCPA data is provided in **Table 3-1**. The table lists the parcel types, number of parcels encountered in the dataset, number of estimated dwelling units, the impervious areas used for the assessment and the assessment revenues. The data are separated into residential, non-residential and vacant categories. The percentages are rounded to the nearest 10th percent. Also included in these tables are the relative percent of the County each category represents. It should be noted that there are a number of "vacant" parcels as defined by the GIS datasets (1,289 to be precise). These parcels, although coded as if they have no development (i.e., vacant), were considered in the analysis as they did have onsite improvements such as mobile homes or parking areas. For the purposes of the summary the 100 Department of Revenue Codes were categorized as follows:

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Table 3-1 Leon County, Florida
Stormwater Utility Update
Summary of Unincorporated County Parcel Data FY 2011-2012

Parcel Type	No. of Parcels	% of Total	Estimated Dwelling Units	% of Total	Impervious Area (sq ft)	% of Total	SWU Assessment	% of Total
Residential								
Single Family [1]	27,130	73.6%	27,130	73.4%	107,177,177	64.3%	$542,600	58.4%
SFR with > 1 DU	769	2.1%	1,900	5.1%	4,958,171	3.0%	$38,020	4.1%
Mobile Home	5,652	15.3%	5,652	15.3%	12,031,183	7.2%	$113,040	12.2%
Mobile Home with >1 DU	451		1,091		1,944,451		$21,820	
Condominium								
Multifamily 2-9 DUs	264	0.7%	669	1.8%	929,558	0.6%	$13,380	1.4%
Multifamily >9 DUs	3	0.0%	332	0.9%	1,091,838	0.7%	$1,060	0.1%
Misc. Residential	204	0.6%	204	0.6%	508,874	0.3%	$4,780	0.5%
Subtotal Residential	34,473	93.6%	36,978	100.0%	128,641,252	77.1%	$734,700	79.0%
Nonresidential								
Commercial	477	1.3%			15,650,717	9.4%	$71,918	7.7%
Industrial	253	0.7%			7,876,516	4.7%	$39,704	4.3%
Agricultural	1	0.0%			61,734	0.0%	$40	0.0%
Institutional	50	0.1%			1,748,510	1.0%	$9,134	1.0%
Churches	138	0.4%			2,736,354	1.6%	$17,406	1.9%
City/County	45	0.1%			1,224,439	0.7%	$5,384	0.6%
Governmental	25	0.1%			1,738,624	1.0%	$1,776	0.2%
Public Schools	9	0.0%			2,491,003	1.5%	$2,206	0.2%
Miscellaneous	80	0.2%			750,427	0.4%	$6,964	0.7%
Subtotal Nonresidential	1,078	2.9%			34,278,324	20.6%	$154,532	16.6%
Vacant								
Vacant Residential	1,171	3.2%	1,275		2,330,028	1.4%	$29,360	3.2%
Vacant Commercial	72	0.2%			1,085,112	0.7%	$9,372	1.0%
Vacant Industrial	33	0.1%			97,222	0.1%	$1,000	0.1%
Vacant Institutional	13	0.0%			360,289	0.2%	$906	0.1%
Subtotal Vacant	1,289	3.5%			3,872,651	2.3%	$40,638	4.4%
Total Unincorporated	36,840	100.0%	38,253		166,792,227	100.0%	$929,870	100.0%
Total Developed	35,551		36,978		162,919,576			
Estimated Unincorporated Population [2]			89,895					
Estimated 2011 Population (2010 Census Estimate)			95,006					

Notes:

1 Based on NAV Database, some SFU (DOR Code 01) have more than 1 DU.

2 Estimated population based on 2.35 persons per DU (2010 Census)

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DOR Code	Category
00	Vacant Residential
01	Single Family
02	Mobile Homes
03, 08	Multifamily
04	Condominiums (none in record)
05, 06, 07, 09	Miscellaneous Residential
10	Vacant Commercial
11 - 39	Commercial
40	Vacant Industrial
41 - 49	Industrial
50 – 69	Agricultural
70	Vacant Institutional
71	Churches
72 – 79	Institutional
80, 81, 82, 84, 85, 87 – 89	Governmental
83, 86	City/County
90 – 99	Miscellaneous

For the purposes of this analysis, the term "Single Family" refers only to those parcels in DOR Code 01. Mobile homes, even though only one family may reside in them, and Multifamily are considered Non-Single Family Residential.

Also, for this analysis, "Miscellaneous Residential" includes parcels in DOR Codes 05, 06, 07 and 09. According to the GIS data, the Unincorporated County has 204 parcels identified as DOR Code 07, which according to the Department of Revenue means "Miscellaneous Residential (migrant camps, boarding houses, etc.)". How the County assigns billing units to these types of parcels is subject to County policy and in Florida, there is no standard of practices for this issue. For the purposes of this analysis, each parcel in DOR Code 07 was assigned 1 billing unit.

In total, there are 36,840 assessed parcels in the Unincorporated County, of which 34,473 are residential in nature (94 percent). The majority of the residential parcels are single family units (73 percent). The second largest number of residential parcels is Mobile Homes at 15.3 percent. Of the 1,078 non-residential parcels, 477 (44.2 percent) are commercial, 253 (23.5 percent) are industrial and 138 (12.8 percent) are churches. Of the parcels identified as vacant, most are vacant residential.

From the NAV records, the impervious area for each category is also shown in Table 3-1. Residential parcels represent 77.1 percent of the impervious area, nonresidential parcels represent 18.6 percent and vacant parcels represent 4.4 percent of the total. Also, of the estimated $929,870 in revenue, 79.0 percent comes from residential parcels, 16.6 percent comes from nonresidential parcels and 4.4 percent comes from vacant parcels.

3.3 Estimated Dwelling Units

To consider rate structure options, an estimate of the number of dwelling units was needed. For single family units, normally it is assumed that each parcel is one dwelling unit. From the NAV dataset, about 770 parcels have more than one dwelling unit located on the parcel. These parcels are separately listed in Table 3.1. This is also true of mobile homes: one dwelling unit per parcel is normally assumed. There are 451 mobile home parcels with more than one dwelling unit – these are also listed separately. Finally for multifamily, the NAV record was used to identify the number of

dwelling units associated with each parcel type including vacant residential. In total, about 38,250 dwelling units were identified, the majority of which are single family units (71 percent).

3.4 Estimated Parcels for USA

One of the considerations of this study was the potential for service areas. Service areas, for the purpose of this study, are areas in the County where differential levels of service may be offered by the County. Upon discussion with County staff, it was suggested that one such separation may be parcels in the Urban Services Area (USA) and those without. Staff believed that the O&M component of the stormwater program may be less in the non-USA area. To test this, the parcels within and without of the USA (in the Unincorporated County) were separated.

Using the GIS information, parcels within the USA were identified.. Of the 36,840 assessed parcels in the Unincorporated County, 23,568 (64 percent) are in the USA. **Table 3-2** summarizes the number of parcels, number of estimated dwelling units, impervious areas and assessment revenues for the Unincorporated County portion of the USA. Residential parcels comprise 23,495 (94 percent) of the parcels, most of which are single family units (84 percent). There are 786 nonresidential parcels in the unincorporated portion of the USA representing 3.3 percent of the total number of parcels. The rest of the parcels (2.3 percent) are coded as vacant by the Property Appraiser's Office. Using the same methods noted above for impervious area, the USA has 110.4 million square feet of impervious area of which only 73.9 percent is residential.

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Table 3-2 Leon County, Florida
Stormwater Utility Update
Summary of Parcel Data FY 2011-2012 – Urban Services Area

Parcel Type	No. of Parcels	% of Total	DU/ Parcel	Estimated Dwelling Units	% of Total	Imperv Area (sq ft)	% of Total	Avg. Imperv per DU (sq ft)	SWU Assessment	% of Total
Residential										
Single Family	19,700	83.6%	1	19,700	83.8%	73,476,092	66.5%	3,730	$394,000	64.6%
SFR with > 1 DU	298	1.3%	2.5	749	3.2%	1,978,666	1.8%	2,642	$14,980	2.5%
Mobile Home	1,866	7.9%	1	1,866	7.9%	3,769,349	3.4%	2,020	$37,320	6.1%
Mobile Home with >1 DU	92	0.4%	2.53	233	1.0%	355,264	0.3%	1,525	$4,660	0.8%
Condominium										
Multifamily	240	1.0%	3.75	902	3.8%	1,896,532	1.7%		$12,460	2.0%
Misc. Residential	45	0.2%	1	45	0.2%	121,989	0.1%	2,711	$1,220	0.2%
Subtotal Residential	22,241	94.4%		23,495	100.0%	81,597,892	73.9%	3,473	$464,640	76.1%
Nonresidential										
Commercial	385	1.6%				13,870,197	12.6%		$60,172	9.9%
Industrial	228	1.0%				7,194,140	6.5%		$36,808	6.0%
Agricultural		0.0%					0.0%			0.0%
Institutional	27	0.1%				1,224,995	1.1%		$7,324	1.2%
Churches	80	0.3%				2,069,605	1.9%		$12,066	2.0%
City/County	25	0.1%				752,559	0.7%		$2,584	0.4%
Governmental	18	0.1%				310,697			$1,216	
Public Schools	4	0.0%				876,030			$806	
Miscellaneous	19	0.1%				156,896			$2,080	
Subtotal Nonresidential	786	3.3%				26,455,119	24.0%		$123,056	20.2%
Vacant										
Vacant Residential	437	1.9%		437		904,299	0.8%		$12,220	2.0%
Vacant Commercial	66	0.3%				1,071,164	1.0%		$9,132	1.5%
Vacant Industrial	31	0.1%				96,185			$960	
Vacant Institutional	7	0.0%				291,715			$366	
Subtotal Vacant	541	2.3%				2,363,363	2.1%		$22,678	3.7%
Total Unincorporated	23,568	100.0%		23,495		110,416,374	100.0%		$610,374	100.0%
Total Developed	23,027			23,495		108,053,011				

The table also identifies the stormwater utility revenue from the USA, about 65.6 percent of the total revenue.

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Section 4

Rate Structure Analysis

As part of this assessment of the Leon County Stormwater Utility, a number of potential rate structures were considered. For this section, the rate structure options are considered independent from the fee. In the next section, the annual fee is varied to consider the current stormwater utility fund subsidy.

4.1 Purpose

In the previous section, information related to the potential customers within the unincorporated County was gathered including number of parcels, number of dwelling units, and impervious areas for various different parcel types. These data were collected to develop a rate model for the stormwater assessment, which is intended to estimate the potential rates and revenues depending on rate structure options. Also, to consider the potential rates for differing rates in the USA, a rate model was prepared for just the parcels in the USA.

4.2 Rate Model

The rate model for the County is a series of worksheets within spreadsheets that provide the following:

- A ten-year estimate of program costs for Management, Compliance and Implementation, Operation and Maintenance (O&M); and Capital Improvement Program (CIP). The CIP costs are separated so that a Pay-As-You-Go funding can be compared to a bonded program. Costs are assumed to increase at 2% per year while revenue (i.e., number of SFU's) is assumed to increase at 1% per year.
- An ad valorem tax worksheet estimates the ad valorem tax rate (millage or $ per $1000) that would generate an equivalent total program. In this spreadsheet, the millage needed to generate a specified revenue need can be estimated as well as to estimate the revenue for a given tax rate.
- An options worksheet allows the user to identify whether or not a rate structure option is to be simulated. Options include single family unit equivalence or residential equivalence; billing unit based on singe family units only or all residential units; potential credits and the amount of credits (percent reduction in fee); various adjustments that might be offered; and tiered non-single family residential rates. This spreadsheet also accumulates the number of extra staff needed to administer the rate structure options.
- A worksheet showing the resultant annual revenue from the options selected for rates in $5 increments from $10 per year per SFU to $100 per year per SFU.
- A worksheet with a 10-year projection of rates and program needs is provided with the ability to test the effect of a pay-as-you-go CIP program compared to a bonded program with annual debt service. For the 10-year bonded CIP, two bonds are simulated for each of the 5 years (20-year repayment, 7 percent loan rate, 25 percent coverage and 12 percent financing costs.

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- A worksheet with the highest 25 parcels based on the 2012 Assessment record and the effects the chosen rate structure options may have on their assessment.
- The final worksheet in the file is the summary of data used for the other worksheets. This table is shown in **Table 4-1** for the data from this study.

Table 4-1 Leon County, Florida Stormwater Utility Update
Summary of Parcel Data (October 2012)

Parcel Type	No. of Parcels	No. of Dwelling Units	2012 Imperv. Area (sq ft)	2012 Total Parcel Area (sq ft)	Imperv./ DU or Parcel	Billing Unit Equivalent	SFUs Based on Equivalent	SFUs for Subsidy	% Affected by Credits (Estimated)	Fraction of SFUs	Total SFUs with Options
Residential(1)											
Single Family - Small	2,426	2,426	2,861,836		1,055		2,426		5%	100%	2,426
Single Family - Medium	19,412	19,412	60,546,853		3,272		19,412		5%	100%	18,733
Single Family - Large	1,547	1,547	22,686,379		9,115		1,547		5%	100%	1,547
Single Family - Very Large	880	880	11,707,829		13,304	3,272	880		5%	100%	880
Single Family w/>1 SFU	769	1,900	4,900,177		2,610		1,900		5%	100%	1,900
Multifamily (2)	267	1,001	2,143,522		2,141		1,001		5%	100%	1,001
Mobile Home	6,103	6,743	13,894,287		2,061		6,743		5%	100%	6,743
Misc. Residential	204	204	508,874		2,494		204		5%	100%	204
Single Family w/Exemption	2,865	2,865	9,374,280		3,272		2,865		5%	100%	2,865
Subtotal Residential	34,473	36,978	128,624,037		3,482		36,978				36,978
Nonresidential											
Commercial	477		15,650,717		32,828	3,272	4,786		5%		4,786
Industrial	253		7,876,516		31,132	3,272	2,407		5%		2,407
Agricultural	1		61,734		61,734	3,272	19		5%		19
Institutional w/o Churches	50		1,748,510		34,970	3,272	534		5%		516
Churches	138		2,736,354		19,829	3,272	836	836	5%		836
Governmental w/o Schools	25		1,738,624		69,545	3,272	531	531	5%		531
City/County	45		1,224,439		27,210	3,272	374	374	5%		374
Schools	9		2,491,003		276,778	3,272	761	761	5%		761
Miscellaneous	80		750,427		9,380	3,272	229		5%		229
Subtotal Nonresidential	1,078		34,286,393		31,806		10,479	2,503			10,479
Vacant											
Vacant Residential	1,171	1,275	3,634,878			3,272	1,111	1,111	5%		1,111
Vacant Commercial	72		1,200,027			3,272	367	367	5%		367
Vacant Industrial	33		119,907			3,272	37	37	5%		37
Vacant Institutional	13		360,612			3,272	110	110	5%		110
Subtotal Vacant	1,289	1,275	5,315,424								1,568
Total Developed	35,551	36,978	162,910,430				47,457	4,128			47,457
Total Parcels	36,840	38,253	168,225,854								49,081

Type	SFUs	%
Residential	38,089	77.6%
Nonresidential	10,992	22.4%

Note:

(1) Small SF is 10th percentile and below; Large is 90th percentile and above. Very large is greater than 10,000 square feet.

(2) Multifamily includes parcels with DOR Codes 03 and 08.

(3) For Residential, column represents impervious per Dwelling Unit.
For Nonresidential, column represents impervious per Parcel.

It should be noted that for the rate model, single family parcels were split into tiers based on impervious areas. Separately, parcels owned by disabled veterans or low income exemptions were quantified for credit calculations. It was assumed that all of these parcels came from the Single Family - Medium category and were moved to a separate category called "Single Family w/ Exemption" solely to consider the effects of rate structure options on this category. Also, the average impervious area per dwelling unit for Single Family – Small and Single Family – Large were based on the 20th and 80th percentile, respectively. Also, the parcel database included single family parcels (DOR Code 01) with more than one dwelling unit (usually a home with one or more mobile home). These parcels were separated in Table 4-1.

A snapshot of each of the worksheets (tabs in an Excel file) is provided in the **Appendix.**

4.3 Stormwater Program Needs

Table 4-2 Leon County, Florida Stormwater Utility Update Summary of FY13 Program Costs

Program Element	Future Budget	% of Total
Engineering & Permitting	$1,350,000	26.2%
Operations & Maintenance	$1,800,000	35.0%
Capital Improvement Program	$2,000,000	38.8%
Total	$5,150,000	100.0%

With the help of County staff, the program costs for the County were estimated and projected for potential future levels of service scenarios. **Table 4-2** provides a summary of the existing stormwater program needs for the management and O&M costs for the County. The costs were separated in this fashion to allow various revenue sources to pay for various components of the program. In the lower part of the table, as an alternative, an additional $2 million has been included at the request of the County staff to consider the funding of capital projects independent of the general fund, grants or sales taxes.

4.4 Rate Structure Alternatives – Unincorporated County

As noted previously, most of the stormwater utilities in the United States are based on the impervious area of the customer's property. Actually, the majority of stormwater utilities have a uniform rate for all residential and nonresidential parcels, with the residential customer's fee based on the number of dwelling units and the nonresidential customer's fee based on the impervious area. The purpose of this section is to discuss the alternatives for the stormwater utility rate structure. Alternatives include uniform and variable rates for both residential and non-residential customers, exemptions, and credits.

To compare the fiscal consequences of each alternative considered, the option was compared to the results for the existing rate structure. This structure includes 1 billing unit (known as an SFU, see below) for each dwelling unit associated with residential parcels and a calculated number of billing units for non-residential parcels based on their respective impervious areas. Using the current rate structure, the estimated number of billing units (or SFUs) is 49,081 based on an updated average single family unit impervious area (see below).

4.4.1 Equivalent Units

In order to provide an equitable measure of impervious areas for both residential and non-residential developed parcels, stormwater utilities have used an equivalent or base unit to measure the impervious areas by a uniform basis. Similar to other types of utilities, the equivalent unit for a stormwater utility is the relative amount of contribution of a fee payer compared to a residential unit. In other words, the residential unit is the base for the utility fee.

Two methods of defining the equivalent or base unit have been employed in Florida. The first is named the Single Family Unit Equivalent, or SFU. As expected by the name, a SFU is defined as the average or median impervious area for single family detached residences within the county. The current value used as the SFU is 2,723 square feet, based on an analysis completed prior to the adoption of the original ordinance in 1991. From the recent information obtained from the County, this method results in a median value of 3,272 square feet for the County. The second method, known as Equivalent Residential Unit or ERU, is based upon the average or median impervious area for all residential unit types including single family, multifamily, apartments and mobile homes. For Leon County, the average impervious area for all residential parcels is 3,553 sq. feet, not significantly different than the SFU value (9 percent increase).

From the rate model, the number of SFUs is 49,081 billing units, while, for the ERU method, there are 48,420 billing units (a 1.3 percent decrease). The difference is because, while the residential SFUs stay the same, the nonresidential billing units are based on a slightly larger denominator.

It should be emphasized that the choice of the SFU or ERU base is subject to the policy decisions of the County and that different communities around the U.S. have chosen differently. In Florida, the 2011 FSA Survey, within which all 10 counties were respondents, reports that 50 percent of the 10 counties with assessments or fees use the SFU base and 30 percent use the ERU base (20 percent use some other equivalent). For all cities and counties (81 respondents), 61 percent use the SFU, 30 percent use the ERU and 9 percent use another method. In the case of Leon County, 73.4 percent of the dwelling units are single family which leads to the result that an SFU Equivalent seems appropriate.

4.4.2 Uniform or Tiered Residential Rates

Many utilities have the residential customer pay in relation to the number of dwelling units for the customer. A single family unit is assigned 1 SFU and a duplex is assigned 2 SFUs, for example. In Florida, 70 percent of counties use this method. Two other options are possible: variable single family rates and uniform rates by residential type. Each of these is considered below.

Tiered Single Family Rates. For this alternative, single family (and for that matter all residential customers) would be assigned a fee based on the impervious area of their property in the same manner as the nonresidential properties. The purpose of this would be to have a fee directly related to amount of impervious area on each customer's property. Most stormwater assessment datasets do not have the impervious area readily available – the Leon County GIS does. That is, using the footprint plus appurtenances and some extra features, a value for impervious area for single family can be defined. The driveway is excluded but can be added as a unit average number. Therefore, impervious area data for each single family parcel is not a significant limitation in the County.

There are some stormwater utilities that have a tiered structure for single family units to recognize that some single family properties are very small and some are extremely large. If each is assigned a fee based on 1 SFU, then the small properties may appear to pay too much and the large properties appear to pay too little. Previous studies in the US have shown that when the ratio of the 90th

percentile to the 10th percentile is greater than 2.5, a tiered structure can be justified. In the case of Leon County, the ratio of the 90th percentile and 10th percentile is 4.05, a value which suggests a tiered methodology.

Table 4-3 Leon County, Florida Stormwater Utility Update
Potential Tiered Single Family Rate Structure

Category	Minimum Impervious Area (sq ft)	Maximum Impervious Area (sq ft)	No. of Parcels	Total Impervious Area (sq ft)
Small	0	1,629	2,426	2,861,836
Medium	1,629	7,096	19,412	60,546,853
Potential Special Adjustment - Medium	1,629	7,096	2,865	9,274,280
Large	7,097	9,999	1,547	22,686,379
Very Large	10,000	53,930	880	11,707,829
Total			27,130	107,177,177

To use a tiered structure, the impervious area of every single family unit would be needed. A possible structure is shown below based on the median, Small (10th percentile) and Large (90th percentile) values of the measured properties. The Very Large Single Family parcels are those with impervious areas equal to or greater than 10,000 square feet. The SFUs for the each tier is the midpoint impervious area in the range divided by the median value (3,246 square feet), and the SFUs for the large tier is recommended to be based on impervious area divided by the median value, in the same manner as is non-residential parcels. Also, because many of the public tend to believe that very large home need to pay more, homes greater than 10,000 square feet can be billed as a commercial property is (i.e., based on impervious area). **Table 4-3** shows a potential tiered structure using the 10th and 90th percentile values. It should be noted that the Disabled Veterans or Low Income Senior SF that may receive a special adjustment (see below) were assumed to be within the Medium Category.

If a tiered structure with Small, Medium and Large SF parcels is used, there would a 5.5 percent increase in revenue as the large single family parcels generally generate revenue to compensate for the small ones. If the very large single family tier is considered, additional SFUs are generated (an 8.5 percent increase in revenue).

Table 4-1 summarizes the information for SF (single-family) parcels with either a disabled veterans or senior low income credits. The rate model simulated the revenue consequences if such parcels had reduced fees. While the rate model can be modified for various percentages, for the rate structure analysis, a reduction of 50 percent (that is, the parcels are assigned 50 percent of the other SF fees) was used. Since parcels cannot be exempted from a non-ad valorem assessment other than provided in state law, these fees can only be offset by a credit from the County through another revenue source such as the General Revenue. The overall rate would stay the same for all other parcels and the credited SF parcels would be funded by a subsidy based on 1,432 SFUs times the chosen rate.

Non-Single Family Residential Fees Based on Impervious Areas. As an alternative to the non-SF residential parcels which in this report refers to Multifamily, Mobile Homes and Miscellaneous Residential to be based on dwelling unit (the most administratively simple alternative), the non-SF residential parcels may be addressed in the same manner as the nonresidential; that is, tiered based on total impervious area. According to the parcel dataset summarized in Table 4-1, there are estimated to be 7,948 non-SF dwelling units in the unincorporated County (22% of the total residential dwelling units) excluding Single Family with more than 1 dwelling unit. Using the average impervious areas for each non-SF type, the ratio to that for Single Family is as follows:

Table 4-4 Leon County, Florida Stormwater Utility Update
Potential Tiered Residential Rates

Average Residential Type	Percent of Impervious	SFU's Single Family	Per DU
Single Family	3,272	100%	1.0*
Single Family w/>1 DU	2,610	80%	1.0*
Multifamily	2,141	65%	0.7
Mobile Homes	2,061	63%	0.6
Misc. Residential	2,494	76%	0.8

*Note: this can be 1 SFU per unit or tiered.

For this option, Single Family would be assigned 1 SFU or based on a tiered structure and other non-SF parcels would be assigned less than one SFU per DU. For example, a multifamily parcel with 10 dwelling units would be assigned 10 times 0.7 or 7 SFU's.

According to the FSA 2011 Survey, 70 percent of the counties and 58 percent of all SWU in Florida have a rate structure with multifamily customers assigned the same number of billing units as the single family customers (i.e., 1 SFU per dwelling unit).

4.4.3 Nonresidential Rates

Nonresidential customer rates for adopted stormwater utilities in the United States are almost always related to the impervious area of the property. For most utilities, the actual impervious area is measured or inferred for each nonresidential parcel, and the ERU assignment is the parcel's impervious area divided by the residential equivalent. An alternative to this is to assign nonresidential property types a percent imperviousness based on literature values or a statistically measured sample of imperviousness. However, in the case of the County, all of the non-residential parcels have impervious area measured and these data are already part of the assessment database; therefore, other less accurate rate structures (e.g., percent imperviousness assigned) are not supported.

The FSA 2011 Survey shows that 83 percent of the respondents use an impervious area for fee setting, 7 percent use pervious and impervious area, and 10 percent use other methods (such as intensity of development). For counties, 60 percent use impervious area, 20 percent use the gross area, and 20 percent use either intensity of development or other methods

4.4.4 Adjustments and Credits

Exemptions and credits are related to a reduction in the fee for a customer due to a reduction of the services provided to the customer. For an exemption, all or some of the fee is eliminated because of special circumstances, such as a reduction in imperviousness due to a portion of the property not draining to the County's stormwater system. A credit on the other hand is related to the reduction in fees due to special action taken by the fee payer to reduce the need for stormwater services such as the design, construction and maintenance of a stormwater pond that reduces both stormwater flows and pollutants associated with runoff. In both cases, however, the amount of the reduction can depend on the services being provided the customer.

As noted in Section 2, the three basic services of any stormwater program are Engineering & Permitting which includes NPDES compliance, operation and maintenance (O&M), and capital improvements (CIP). For a total LOS C recommended program costing $5,150,000 annually (see Table 4-2), the portions of each component are as follows:

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Program Component	Cost	Percent
Engineering & Permitting	$1,350,000	26.2%
Operation & Maintenance	$1,800,000	35.0%
Capital Improvement Program	$2,000,000	38.8%

The Engineering & Permitting costs for any particular customer would be the same regardless of the presence of private BMPs on the property because these costs relate to general services received by all; thus for an example, the maximum potential credit allowed could be about 73.8 percent (the sum of percentages for O&M and CIP). For this program, this value has been rounded up to 75 percent. If a customer has a stormwater facility that reduces the runoff and treats stormwater pollutants, the O&M and CIP services provided by the County would be reduced. For this reason, the amount of the reduction for credits should be related to the reduced services provided to the property based on 75 percent for the stormwater utility fee.

Adjustment Based on Control of Stormwater Volume

One of the adjustments that can be considered is related to the reduction of stormwater runoff to the County's stormwater system. For many stormwater utilities, the only circumstance in which a reduction is meaningful to the overall stormwater system is for the 100-year storm event, a major stormwater quantity level of service measure. The control of stormwater for the 100-year storm event can be accomplished for two characteristics of the event: rate and volume. Rate control allows the total amount of runoff to be discharged to the stormwater system over a prolonged period of time, but does not decrease the volume of runoff. Volume control reduces the total amount of runoff ultimately discharged to the stormwater system.

For the utilities with an adjustment for volume controls, many are related to the 100-year storm event. Control of the volume for a 100-year storm event would be a significant and measurable reduction in the O&M and CIP services provided to a property. As a result, an adjustment based on the control of the 100-year storm volume can be assigned an adjustment for the O&M and CIP portion of the fee, which represents 75 percent for the utility.

It should be noted that these adjustments are related to specific characteristics of the customer's property. An adjustment for the control of the 100-year storm event and the discharge of property runoff to non-municipal stormwater systems requires site specific information. If adjustments for these conditions are allowed by the County, then the customer must petition the County by providing parcel specific, competent and substantial evidence such as photographs or engineering drawings.

Adjustments for Stormwater Facilities Without Volume Controls

These adjustments are for customers who, except for mitigating circumstances, would have to pay the whole fee. Mitigating circumstances include onsite stormwater facilities that attenuate and treat stormwater runoff. For example, compare three properties: one built with no detention ponds, one built with a detention pond that is not maintained, and the last with a maintained pond. In the first case, stormwater runs off the land uncontrolled and untreated to the County's stormwater system. In the second, while the runoff was originally controlled, due to lack of maintenance, runoff is no longer controlled and is no better than the first case. In the last example, runoff is controlled and treated, thereby reducing the burden on the County's system. Of these three cases, the third clearly has reduced the services that the County needs to provide and deserves a reduction in fee (credit).

There are a number of methods used to adjust the fees for credits. The most common methods include a percentage reduction and relative reduction. In the percentage reduction, if the customer designs, builds and maintains an on-site stormwater facility, then a straight percentage reduction on the fee based on the O&M and CIP budget components of the revenue needs. For the second, the reduction is relative to an ideal stormwater facility. For example, assuming that to treat stormwater runoff, a property needs 0.1 acre-feet (ac-ft) of storage for every acre of impervious land. The ideal with this assumption for a 10-acre site with 50 percent imperviousness would be 0.5 ac-ft of storage. If this parcel constructs a pond with 0.5 ac-ft, then the site gets the maximum credit. If the actual pond is smaller, then the credit is relative to the ratio of the actual size and the ideal. Clearly, the first method is easier to administer but the second is more site-specific.

Either of the credit methods can be administered by County staff. However, to keep the program simple initially, the percentage reduction should be allowed if credits are authorized. Also, it is important that facilities are maintained annually to retain the credit. Therefore, the credit should require annual certification of maintenance via competent and substantial evidence and should be checked periodically by County staff through random and unannounced site inspection. Furthermore, since the County wishes to encourage the construction and maintenance of private stormwater ponds according to County standards, the 75 percent credit for detention ponds should be allowed only if the pond meets current County code.

A second type of adjustment for stormwater treatment would be for an incentive to reduce stormwater runoff and treat stormwater on site. For example, if a property owner uses Low Intensity Development (LID) techniques (e.g., Directly Connected Impervious Area or DCIA reduction, vegetative buffers, rain gardens, cisterns, etc.) both the runoff volume and the runoff pollutants are reduced, decreasing the effort required by the County to deal with the volume and pollutants. Since on-site stormwater facilities and LID techniques reduce the capital needs of the County, the adjustment should be no more than 33 percent of the separate utility fee. The County is in the process of developing specific LID protocols and methods; it is recommended that this credit should be re-evaluated as part of the rate structure after a standard protocol has been approved.

4.5 Consequences of Rate Structure Options

Using the rate model, the number of billing units (a.k.a., SFU) changes depending on the rate structure options chosen. **Table 4-5** provides the revenue consequences for each of the general rate structure options in comparison to the existing rate structure (i.e., single family-defined billing unit, 1 billing unit defined for each dwelling unit for all residential parcels, and 1 SFU defined for each 3,272 square feet of impervious area on nonresidential parcels). Each of the options is compared to the SFUs for the existing rate structure.

Table 4-5 Leon County, Florida Stormwater Utility Update Summary of Consequences for Rate Structure Options

Option	Total SFU	% Change in SFU from Current
Current Rate Structure	49,081	
ERU Based Fee	48,420	1.4%
Tiered Single Family	51,772	-5.2%
Tiered Single Family w/Large SF Extra	53,223	-7.8%
Variable Non-Single Family	45,663	7.5%
Credit for Pond at 75%	47,348	3.7%
Vacant Parcel is Excluded	47,457	3.4%
Disabled Vets & Low Income Senior	48,365	-2.9%

Most alternative rate structure options increase the fee required to fund the existing program from 1 to 7 percent. The Tiered Single Family alternative slightly decreases the rate and the Tiered Single Family with Extra Large Single Family treated like nonresidential parcels would decrease the fee by almost 7 percent. Also, for the Disabled Veterans and Low Income Senior parcels, a 50 percent reduction in fee would slightly decrease the number of SFUs.

4.6 Urban Services Area Options

During the consideration of the level of service (LOS) for stormwater services, the LOS for properties within the USA and that for properties outside of the USA was considered. Based on discussions with the County staff, it was concluded that the LOS inside and outside the USA were the same for Engineering & Permitting and CIP activities. However, the LOS for O&M services may be less for properties outside of the USA. As noted in Table 4-2, the total existing O&M program costs $1,800,000. According to County staff, 67 percent of the stormwater facilities are in the USA; assuming the O&M is consistent with the percent of facilities then the O&M costs in the USA are $1,206,000 and outside the USA the costs are $594,000. **Table 4-6** below results from using the parcel data from Section 3 (the distribution of SFUs is based on the ratio of total revenues from Tables 3-1 and 3-2.

In this example, while the revenue requirements for the non-USA areas are smaller than for the USA, there are fewer SFU in the non-USA area. This results in a slightly larger fee in the USA area.

Table 4-6 Leon County, Florida Stormwater Utility Update O&M Rate for USA and Non-USA Areas

Area	Total SFU	Total Revenue Need	Resultant O&M Fee ($/year/SFU)
USA Parcels	32,303	$1,206,000	$39.30
Non-USA Parcels.	16,778	$594,000	$37.27

EXHIBIT A

Section 5

Rate Alternatives

As noted in the level of service (LOS) analysis, the County is subsidizing the stormwater management program each year using general fund revenues. According to County records, the actual subsidy for FY11 was approximately $1.891 million; the subsidy budget for FY12 was $2.619 million; projected subsidy budget for FY13 was $2.985 million. These represent a 38 percent and 14 percent increase over these years.

The purpose of this Section is to show the fiscal and rate consequences to fund the stormwater program (or at least, components of it) over the next 10 years. As noted previously, the County is interested in considering the rate needed to fund the Engineering & Permitting, O&M and CIP programs at levels of $1.35 million, $1.8 million and $2.0 million, respectively, totaling $5.15 million. One option to fund this program is to authorize a sufficient rate in the first year. Another option is to amortize the rate over a period of 5 years. In either case, the subsidy would be eliminated.

Rate Model

For the purposes of this analysis, the following rate structure options have been included in the model to consider the rates needed to fund the program defined above:

- Single Family Unit equivalent (SFU);
- Tiered Non-Single Family Residential;
- "Vacant" parcels with impervious area included;
- Disabled Veterans and Low Income Senior Adjustment of 50 percent; and,
- Credits for Stormwater Facilities (75 percent reduction).

For this rate structure, the estimated number of SFU's is 42,686.

Rate Scenario Results

Based on the number of SFU's, to generate $5.15 million, the fee would be estimated to be $140 per SFU per year assuming a 95 collection. If the reduction in fee is offered for Disabled Veterans and Low Income Senior exemptions, the General Fund subsidy required would be$200,480 (1,432 SFUs times $140).

To fund the $5.15 million in 5 years accounting for a 95 percent collection, the fee would start out at $44 per year per SFU, and increase by $24 per year per SFU for each of the next 4 years. After 5 years, the ultimate rate would be about $140 per year per SFU. The rates vary with time since the rate model includes an increase of 1 percent per year in the number of SFU's and a 2 percent increase per year in costs.

EXHIBIT A

A summary of the rate options is provided in **Table 5-1** and **Table 5-2.**

Table 5-1 Leon County, Florida Stormwater Utility Update Study Rate Alternatives to Fund $3.15 Million Annually

Year	Revenue	Rate
FY13	$1,336,310	$33.33
FY14	$1,881,363	$46.00
FY15	$2,437,183	$59.00
FY16	$3,003,931	$72.00
FY17	$3,581,770	$85.00
FY18	$3,617,588	$85.00
FY19	$3,653,764	$85.00
FY20	$3,690,302	$85.00
FY21	$3,727,205	$85.00
FY22	$3,764,477	$85.00

Table 5-2 Leon County, Florida Stormwater Utility Update Study Rate Alternatives to Fund $5.15 Million Annually

Year	Revenue	Rate
FY13	$1,781,747	$44.00
FY14	$2,781,145	$68.00
FY15	$3,800,353	$92.00
FY16	$4,839,666	$116.00
FY17	$5,899,386	$140.00
FY18	$5,958,380	$140.00
FY19	$6,017,964	$140.00
FY20	$6,078,144	$140.00
FY21	$6,138,925	$140.00
FY22	$6,200,314	$140.00

EXHIBIT A

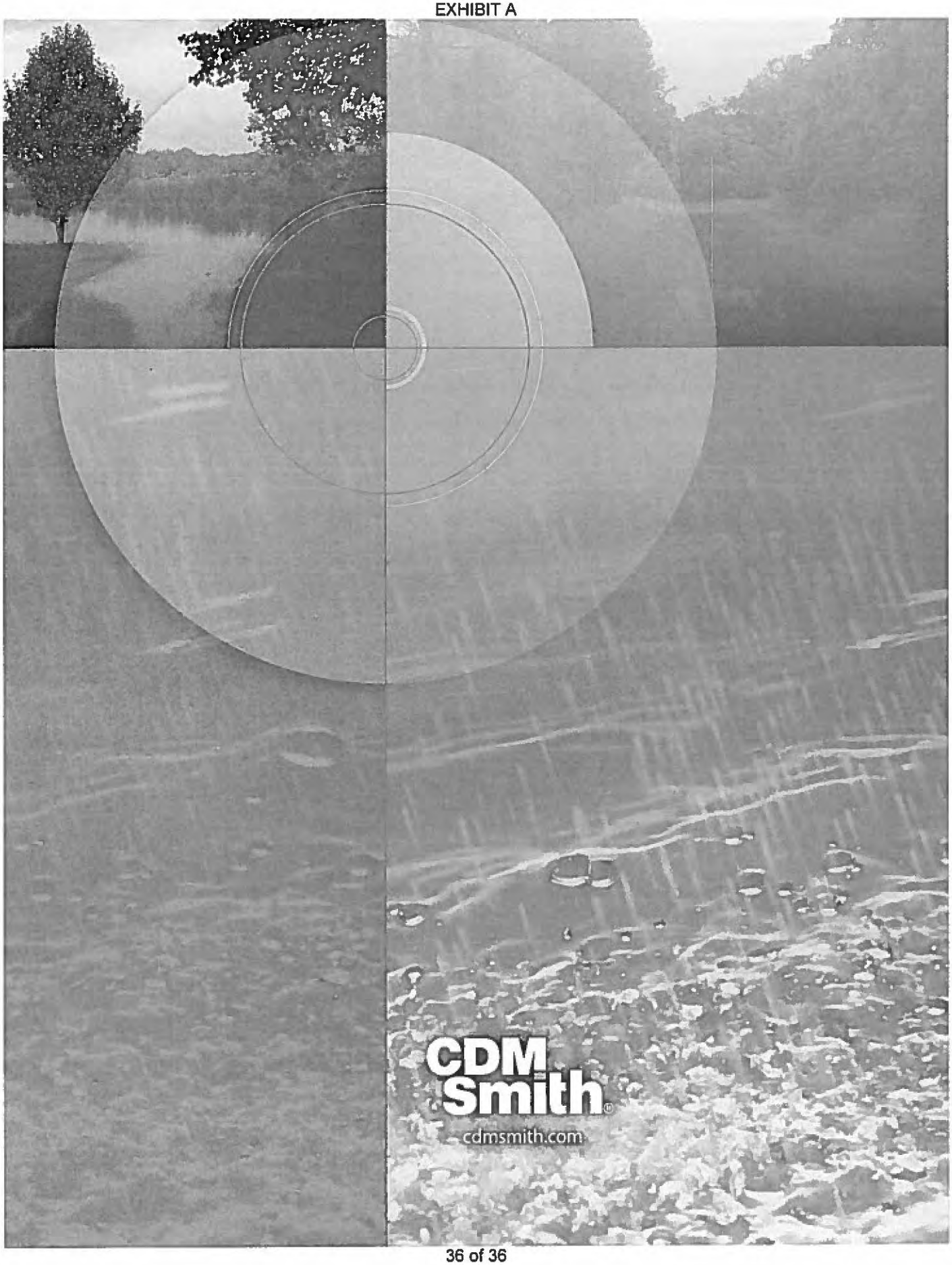

EXHIBIT B

RATE SCHEDULE

Property Use Category	Unit of Measurement Applied	Assessment Rate
Residential	Single Family Unit	$85
Residential	Single Family-Multi Dwellings/Other	$68
Residential	Multi Family Structures	$60
Residential	Mobile Homes	$51
Non-Residential	Total Square Feet of Impervious Area Divided by 3,272 Sq. Ft. (Single Family Unit Equivalent)	$85

A Single Family Unit Equivalent, or SFU is defined as the average or median impervious area for single family detached residences within Leon County. From the most recent statistical data obtained, this method results in a median value of 3,272 square feet for Leon County. Therefore, one SFU equals 3,272 Sq. Ft.

EXHIBIT 2

STORMWATER MANAGEMENT SERVICES AND FACILITIES NON-AD VALOREM ASSESSMENT ROLL

Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but has been made available for public inspection in the office of the County Administrator and will be attached hereto upon adoption.

FLORIDA
DEPARTMENT OF REVENUE

DR-408A
N. 02/91

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon Cty. Bd. of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 7th day of July, 2015.
year

Chairman of the Board or authorized agent

of Leon County Board of County Commissioners
Name of local government

Leon County, Florida

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, July 7, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a stormwater management services and facilities non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

The purpose of the assessment is to equitably recover costs incurred for providing and funding County stormwater management services and facilities, including but not limited to, flood prevention and response; construction of stormwater treatment facilities; stormwater pond maintenance; and water quality monitoring, to benefit improved parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. All affected property owners have the right to appear at the public hearing, and have the right to file written objections with the Board within 20 days of the publication of this notice.

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 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 public hearing should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the date of the public hearing. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

LEON COUNTY

PUBLICATION: June 15, 2015

Leon County
Board of County Commissioners

Notes for Agenda Item #30

Leon County
Board of County Commissioners

Cover Sheet for Agenda #30

July 7, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Approve the Resolution Adopting the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Financial Stewardship
Lead Staff/ Project Team:	Robert Mills, Director, Resource Stewardship Felisa Barnes, Principal Management and Budget Analyst

Fiscal Impact:

This item has a fiscal impact. The non-ad valorem special assessment generates revenue in the amount of $1,549,200, which is contemplated in the proposed FY 2015/2016 budget.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and approve the proposed Resolution (Attachment #1) adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services, and authorize the Chairman to certify the Roll to the Tax Collector (Attachment #2).

Report and Discussion

Background:
Section 18-164, Leon County Code of Laws, provides that, prior to October 1st each year, the Board of County Commissioners shall 1) adopt a budget for the operation and maintenance of the Solid Waste Management System; and 2) adopt a resolution incorporating a determination of annual fees, rates, charges, or assessments for disposal service to be imposed upon the owners of improved residential real property in the service area.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed for the first time, and certify the entire assessment roll to the Tax Collector by September 15.

Analysis:
The annual disposal service charge is applied to all single-family residences, with the exception of apartment complexes, mobile home parks, and public lodging establishments that are served by commercial garbage service. The annual disposal service charge covers the cost of transporting, processing and disposing of solid waste. On August 28, 2012 the Board established the annual disposal service charge of $40.00, which remains in effect annually, thereafter, until such time the Board determines otherwise. No changes are recommended for the FY 2015/2016 annual disposal service charge.

The public hearing was advertised in the Tallahassee Democrat at least 20 days prior to the hearing, according to Florida Statute (Attachment #4). Additionally, a first-class U.S. mail notice was sent to owners of property subject to the disposal service charge for the first time.

The proposed assessment roll has been made available for public inspection at the County Administration offices located at the fifth floor of the County Courthouse. However, it has not been attached to this item due to the voluminous nature. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, have been compiled and likewise have been made available for public inspection at County Administration. The proposed Resolution adopting the non-ad valorem assessment roll for all properties subject to the assessment for the first time, and the Certificate to the assessment roll to the Tax Collector, are attached for the Board's consideration.

Failure of the Board to adopt the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services will create a budget impact in the amount of $1,549,200 for fiscal year 2015/2016.

Options:
1. Conduct the first and only public hearing and approve the proposed Resolution (Attachment #1) adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services, and authorize the Chairman to certify the Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services.
   (This action would require amendments to the FY 2015/2016 budget.)
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll
2. Certificate to the Non-Ad Valorem Assessment Roll
3. Notice of Public Hearing - Tallahassee Democrat Advertisement

RESOLUTION NO. R15-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE SOLID WASTE DISPOSAL SERVICES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on June 25, 1995, the Board of County Commissioners enacted the Solid Waste Disposal Ordinance, which authorizes the Board to establish an *Annual Disposal Service Charge* for the disposal of solid waste, which is an annual special assessment imposed upon each parcel of *Improved Residential Real Property* in the *Service Area* of unincorporated Leon County; and

WHEREAS, on August 28, 2012, the Board of County Commissioners adopted a *Rate Resolution* determining the *Annual Disposal Service Charge* for the operation and maintenance of the solid waste disposal system applicable to all *Improved Residential Real Property* located within the *Service Area* of unincorporated Leon County (see Exhibit 1); and

WHEREAS, pursuant to Section 18-167, Leon County Code of Laws, and Section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the solid waste disposal services non-ad valorem assessment roll for conformity with the *Rate Resolution*; and

WHEREAS, the Board wishes to approve and adopt the solid waste disposal services non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

WHEREAS, Leon County has provided notice of this public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

Section 1. Recitals. The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

Section 2. Definitions. For purposes of this Resolution, the definitions contained in section 18-161, Leon County Code of Laws, are incorporated herein by reference.

Section 3. Pursuant to Section 197.3632, Florida Statutes, Leon County hereby approves and adopts the solid waste disposal services non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

Section 4. The unit of measurement for the annual solid waste disposal services non-ad valorem assessment is as set forth in the *Rate Resolution*, Resolution No. 2012-37, which is attached hereto as Exhibit 1 and incorporated herein as if fully set forth below, and the amount of the annual solid waste disposal services assessment is as further set forth in Exhibits 1 and 2 for each single family unit of *Improved Residential Real Property* located within the *Service Area* of the unincorporated area of Leon County, for the period commencing October 1, 2012, and continuing each year thereafter until such time as the Board determines.

Section 5. The solid waste disposal services non-ad valorem assessment roll is hereby certified to the Tax Collector for collection in accordance with Florida law.

Section 6. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 7th day of July, 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Exhibit 1

RESOLUTION NO. 2012-37

A RESOLUTION DETERMINING THE ANNUAL DISPOSAL SERVICE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE SOLID WASTE DISPOSAL SYSTEM APPLICABLE TO ALL IMPROVED RESIDENTIAL REAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF LEON COUNTY.

RECITALS

WHEREAS, Section 18-165, Leon County Code of Laws, adopted by the Leon County Board of County Commissioners on July 25, 1995, authorizes the Board to impose an annual disposal service charge on all improved residential real property in the service area of Leon County; and

WHEREAS, Section 18-164, Leon County Code of Laws, authorizes the Board to annually adopt a resolution determining the annual disposal service charge to be imposed upon all improved residential real property within the service area; and

WHEREAS, the Board finds that the reasonable costs of providing residential solid waste disposal services within the service area is forty dollars ($40.00) per single family residential unit per year; and

WHEREAS, the Board finds that the annual disposal service charge shall cover the period from October 1, 2012, through September 30, 2013 and annually thereafter until such time as the Board determines otherwise.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The Recitals set forth above are incorporated herein and made a part hereof.

2. The annual disposal service charge for each single family residential unit located within the service area of Leon County is hereby determined and shall be forty dollars ($40.00) for the period from October 1, 2012, through September 30, 2013, and annually thereafter until such time as the Board determines.

3. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, this 28th day of August, 2012.

LEON COUNTY, FLORIDA

BY: _____
Akin Akinyemi, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

F10-00122
G:\Sustainability\Divisions\Solid Waste\2013 Transition\SW Assessment\FY13 Prep\Attachment Word Docs\Attach 1.DOC

EXHIBIT 2

SOLID WASTE DISPOSAL SERVICES
NON-AD VALOREM ASSESSMENT ROLL

(Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but has been made available for public inspection in the office of the County Administrator and will be attached hereto upon adoption.)

FLORIDA
DEPARTMENT OF REVENUE

DR-408A
N. 02/91

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 7th day of July, 2015 (year).

Chairman of the Board or authorized agent

of Leon County Board of County Commissioners
Name of local government

Leon County, Florida

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, July 7, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a solid waste disposal system non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

The purpose of the assessment is to equitably recover costs incurred for the construction, operation and maintenance of the solid waste disposal system for the benefit of improved residential parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. All affected property owners have the right to appear at the public hearing, and have the right to file written objections with the Board within 20 days of the publication of this notice.

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 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 public hearing should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the date of the public hearing. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

LEON COUNTY

PUBLICATION: June 15, 2015