

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

**Tuesday, December 13, 2016
3:00 p.m.**

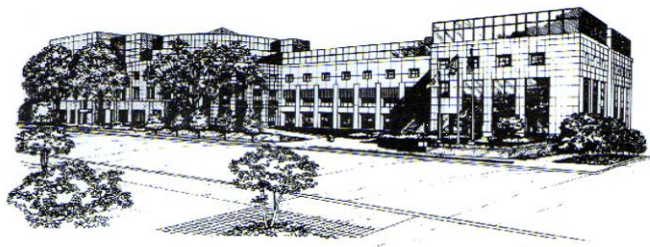
COUNTY COMMISSIONERS

John E. Dailey, Chairman
District 3

Bill Proctor
District 1

Bryan Desloge
District 4

Mary Ann Lindley
At-Large



Jimbo Jackson
District 2

Kristin Dozier
District 5

Nick Maddox, Vice Chair
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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

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

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

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, December 13, 2016, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Commissioner Bryan Desloge

AWARDS AND PRESENTATIONS

- Presentation of Years of Service Pins to Commissioners and Aides
(Chairman John Dailey & Commissioners)
- Proclamation Designating January 21, 2017 as Arbor Day
(Chairman Dailey)
- 1. Acceptance of \$100,000 Donation from the Friends of the Library
(County Administrator/ Libraries)
[This item is included under Consent]

CONSENT

2. Approval of Minutes: October 18, 2016 Workshop on 2017 State and Federal Legislative Priorities and October 25 Regular Meeting
(Clerk of the Court/ Finance/ Board Secretary)
3. Approval of the Third Amended Interlocal Agreement Between Leon County, Florida and Gulf Consortium Regarding Procurement Services
(County Attorney)
4. Approval of Payment of Bills and Vouchers Submitted for December 13, 2016 and Pre-Approval of Payment of Bills and Vouchers for the Period of December 14, 2016 through January 23, 2017
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
5. Acceptance of the FY 2015-2016 County Grant Program Leveraging Status Report
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
6. Authorization for the Carry Forward of FY 2016 Adjustments into the FY 2017 Budget
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
7. Adoption of Proposed Revised Policy No. 01-03, Volunteer Fire Department Annual Budget Allocation and Approval of Volunteer Fire Services Agreement
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
8. Approval of a Below Market Lease and Related Resolution with World Ballet, Inc. for 1,800 Rentable Square Feet (RSF) Unit 202 in the Lake Jackson Town Center
(County Administrator/ Office of Financial Stewardship/ Real Estate Management)

9. Ratification of Commissioner Appointments to the Human Services Grant Review Committee and the Library Advisory Board
(County Administrator/ County Administration)
10. Adoption of the Proposed Revised Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities"
(County Administrator/ County Administration)
11. Acceptance of Domi's FY 2016 Annual Report and Authorization for the County Administrator to Modify Exhibits C & D of the County's Business Incubator Facility Lease Agreement with Domi
(County Administrator/ PLACE/ Office of Economic Vitality)
12. Acceptance of the Miccosukee Rural Community Sense of Place Study
(County Administrator/ PLACE/ Planning Department)
13. Approval of the Initiation of a Comprehensive Plan Map Amendment for Thomas Park Subdivision
(County Administrator/ PLACE/ Planning Department)
14. Acceptance of Affordable Housing Advisory Committee's 2017 Report of Recommendations
(County Administrator/ Office of Human Services & Community Partnerships / Housing Services)
15. Adoption of a Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A., and Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Housing Finance Authority Ordinance
(County Administrator/ County Attorney/ Office of Human Services & Community Partnerships/ Housing Services)
16. Approval of Budget Amendment Requests to Realize Revenue in the Amount of \$302,517 in State Housing Initiatives Partnership (SHIP) Disaster Funds and \$13,899 in SHIP Housing Counseling Funds from the Florida Housing Finance Corporation
(County Administrator/Office of Human Services & Community Partnerships / Housing Services)
17. Approval to Amend Section 5.01 of the Leon County Human Resources Policies & Procedures Manual and Approval of Effective Date of October 1, 2016
(County Administrator/ Human Resources)
18. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 10 to Correct Scrivener's Errors and Inadvertent Inconsistencies for January 24, 2017 at 6:00 p.m.
(County Administrator/ DSEM/ Development Services)
19. Adoption of a Resolution in Support of a Grant Application to Construct Sidewalks on Three County Maintained Roads
(County Administrator/ Public Works/ Engineering Services)
20. Acceptance of a Status Update on the BP Settlement Funding to Enhance Marquee Concerts at the Capital City Amphitheater
(County Administrator/ Office of Tourism Development)
21. Authorization to Negotiate for the Consultant for Disaster Recovery Services
(County Administrator/ Office of Financial Services/ Public Works)

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

22. Acceptance of the Status Update on the 2016 Leon Work Expo
(County Administrator/ County Administration/ Office of Economic Vitality)
23. Acceptance of a Status Report on Lake Munson
(County Administrator/ Development Support & Environmental Management/ Environmental Services)
24. Ratification of the July 12, 2016 Workshop on the Existing Court Diversion Programs and
Acceptance of the Status Report on Data Sharing Among Court Diversion Programs
(County Administrator/ Office of Intervention & Detention Alternatives)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

GENERAL BUSINESS

25. Authorization to Negotiate an Agreement with Advanced Data Processing, Inc. D/B/A Intermedix Corporation for Emergency Medical Services Patient Accounts Receivable Services
(County Administration/ Office of Public Safety/ Emergency Medical Services)
26. Approval of FY16/17 Insurance Coverages
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget/ Risk Management)
27. Acceptance of the Fiscal Year 2016 Annual Performance and Financial Report
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
28. Acceptance of a Status Report on Emerging Wireless Communication Facilities and Adoption of a Resolution Instituting a Six Month Moratorium to Review Communication Antenna Support Structures (CASS) Deployment in the County's Right-of-Way (ROW)
(County Administrator/ County Administration)
29. Consideration of Contracted Federal Lobbying Services
(County Administrator/ County Administration)
30. Acceptance of the Killearn Lakes Unit 1 Drainage Improvements Status Report and Approval of the Amendment to the Construction Agreement
(County Administrator/ Public Works/ Engineering Services)
31. Consideration of Full Board Appointments to the Tallahassee-Leon County Affordable Housing Workgroup
(County Administrator/ County Administration)
32. Consideration of Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

33. First and Only Public Hearing to Consider the Adoption of an Ordinance Amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, Regarding Animal Control
(County Administrator/ Office of Public Safety/ Animal Control)
34. First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
(County Administrator/ PLACE/ Planning)

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

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, January 24, 2017 at 3:00 p.m.*

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

2017

Leon County Board of County Commission Meeting Schedule

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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FEBRUARY

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MARCH

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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PUBLIC NOTICE

Leon County Board of County Commission 2017 Tentative Schedule

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

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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2017	Monday 2	Offices Closed	NEW YEAR'S DAY Observed
	Tuesday 10	No Meeting	BOARD RECESS
	Monday 16	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Monday 23	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting
		<u>6:00 p.m.</u>	<u>First and Only Public Hearing to Consider an Ordinance Amending Chapter 10 to Correct Scrivener's Errors and Inadvertent Inconsistencies</u>
	Thursday 26	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
February 2017	<i>Thursday 2 & Friday 3</i>	<i>FAC Advanced County Commissioner Workshops</i>	<i>Seminar 2 of 3 Alachua County; Gainesville, FL</i>
	Tuesday 7	<u>12:00 – 1:30 p.m.</u>	<u>Workshop on the Impact of the Passage of the Medical Marijuana Amendment</u>
		1:30 – 3:00 p.m.	Workshop on Event Funding Programs and Processes through the Division of Tourism Development
		3:00 p.m.	Regular Meeting
	Tuesday 21	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<i>Saturday 25 – Wed., March 1</i>	<i>NACO Legislative Conference</i>	<i>Washington, DC</i>
March 2017	Tuesday 7	1:30 p.m.	Joint City/County Workshop on Cycle 2017 Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting
	Monday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 23	9:30 a.m.	Community Redevelopment Agency City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
April 2017	Tuesday 4	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2017 Comprehensive Plan Amendments
	<i>Wednesday 5</i>	<i>FAC Legislative Day</i>	<i>FSU Turnbull Conference Center Tallahassee, FL</i>
	Monday 24	9:00 a.m. – 11:00 a.m.	Capital Region Transportation Planning Agency Workshop; City Commission Chambers
	Tuesday 25	3:00 p.m.	Regular Meeting
	<i>Thursday 27 & Friday 28</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Alachua County; Gainesville, FL</i>
May 2017	Tuesday 9	3:00 p.m.	Regular Meeting
	Monday 15	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2017 Comprehensive Plan Amendments
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	Offices Closed	MEMORIAL DAY
June 2017	Tuesday 13	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 20	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 27	No Meeting	NO MEETING
	<i>Tuesday 27 - Friday 30</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>Palm Beach County West Palm Beach, FL</i>
July 2017	Tuesday 4	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	Tuesday 11	3:00 p.m.	Regular Meeting
	Thursday 13	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Friday 21 - Tuesday 24</i>	<i>NACo Annual Conference</i>	<i>Franklin County Columbus, OH</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
July 2017 (cont.)	Tuesday 25	No Meeting	BOARD RECESS
	<i>Wednesday 26 – Saturday 29</i>	<i>National Urban League Annual Conference</i>	<i>St. Louis, MO</i>
August 2017	Tuesday 8	No Meeting	BOARD RECESS
	<i>Thursday 10 - Sunday 13</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Amelia Island, FL</i>
	Tuesday 22	No Meeting	BOARD RECESS
September 2017	Monday 4	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 12	3:00 p.m.	Regular Meeting
		6:00 p.m.	Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 17/18*
	<i>Wednesday 13- Thursday 14</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>Central Florida - TBD</i>
	Monday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 19	5:00 – 9:00 p.m.	Blueprint Intergovernmental Agency Meeting & Public Hearing City Commission Chambers
	<i>TBD (typically mid- September)</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Tuesday 26	3:00 p.m.	Regular Meeting
		6:00 p.m.	Public Hearing on Adoption of Millage Rates and Budgets for FY 17/18*
	Thursday 28	4:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing at 6 p.m. City Commission Chambers
* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.			
October 2017	Tuesday 10	3:00 p.m.	Regular Meeting
	Monday 16	9:00 a.m. - 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; TBD
	<i>Sunday 22 - Wednesday 25</i>	<i>ICMA Annual Conference</i>	<i>Bexar County San Antonio, Texas</i>
	Tuesday 24	3:00 p.m.	Regular Meeting

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2017	Thursday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Friday 10	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 13	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 14	3:00 p.m.	Regular Meeting
	<i>Wednesday 15 – Friday 17</i>	<i>FAC Legislative Conference</i>	<i>Sarasota County Sarasota, FL</i>
	Thursday 23	Offices Closed	THANKSGIVING DAY
	Friday 24	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Tuesday 28	3:00 p.m.	Regular Meeting
December 2017	Tuesday 5	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Monday 11	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 12	3:00 p.m.	Regular Meeting
	Monday 25	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 26	No Meeting	BOARD RECESS
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY OBSERVED
	Tuesday 9	No Meeting	Board Recess
	Tuesday 23	3:00 p.m.	Regular Meeting

Citizen Committees, Boards, and Authorities 2016/17 Expirations and Vacancies

www.leoncountyfl.gov/committees/list.asp

VACANCIES

CareerSource Capital Region

Board of County Commissioners (1 appointment)

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

Human Services Grants Review Committee

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

Tallahassee-Leon County Affordable Housing Workgroup

Board of County Commissioners (2 appointments)

UPCOMING EXPIRATIONS

DECEMBER 31, 2016

Human Services Grants Review Committee

- Commissioner - At-large II: Maddox, Nick (1 appointment)
- Commissioner - District I: Proctor, Bill (1 appointment)
- Commissioner - District II: Jackson, Jimbo (1 appointment)
- Commissioner - District III: Dailey, John (1 appointment)
- Commissioner - District IV: Desloge, Bryan (1 appointment)
- Commissioner - District V: Dozier, Kristin (1 appointment)

Library Advisory Board

- Commissioner - At-large II: Maddox, Nick (1 appointment)
- Commissioner - District I: Proctor, Bill (1 appointment)
- Commissioner - District V: Dozier, Kristin (1 appointment)

JANUARY 31, 2017

Minority, Women & Small Business Enterprise Committee

- Commissioner - District I: Proctor, Bill (1 appointment)
- Commissioner - District III: Dailey, John (1 appointment)
- Commissioner - District IV: Desloge, Bryan (1 appointment)
- Commissioner - District V: Dozier, Kristin (1 appointment)

FEBRUARY 28, 2017

Value Adjustment Board

Board of County Commissioners (1 appointment)

MARCH 31, 2017

Contractors Licensing and Examination Board

- Commissioner - At-large II: Maddox, Nick (1 appointment)
- Commissioner - District IV: Desloge, Bryan (1 appointment)
- Commissioner - District V: Dozier, Kristin (1 appointment)

Science Advisory Committee

- Commissioner - District I: Proctor, Bill (1 appointment)
- Commissioner - District II: Jackson, Jimbo (1 appointment)
- Commissioner - District V: Dozier, Kristin (1 appointment)

APRIL 30, 2017

Tallahassee Sports Council

- Board of County Commissioners (2 appointments)

MAY 31, 2017

Minority, Women & Small Business Enterprise Citizens Advisory Committee

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

JUNE 30, 2017

Board of Adjustment and Appeals

- Board of County Commissioners (2 appointments)

CareerSource Capital Region

- Board of County Commissioners (2 appointments)

Planning Commission

- Board of County Commissioners (1 appointment)

JULY 31, 2017

Water Resources Committee

- Commissioner - At-large II: Maddox, Nick (1 appointment)
- Commissioner - District V: Dozier, Kristin (1 appointment)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of \$100,000 Donation from the Friends of the Library

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Cay Hohmeister, Library Director

Fiscal Impact:

This item has a fiscal impact. The Friends of the Library has donated \$100,000 to provide for the enhancement of library services and programs.

Staff Recommendation:

Option # 1: Accept the \$100,000 donation from the Friends of the Library, and approve the Resolution and associated Budget Amendment Request (Attachment # 1).

Report and Discussion

Background:

This item seeks Board approval to accept the \$100,000 donation from the Friends of the LeRoy Collins Leon County Public Library System (Friends) to provide for the enhancement of library services and programs.

The Friends of the Library was formed in 1954 to develop community interest and financial support for the establishment of the Leon County Library. The Friends of the Library organization has continued to build community interest, pride, and financial support for Library programs, educate the community about the Library, encourage the use of the Library's many resources, raise money and, encourage the community to donate gifts to the Library. Interest earned from the Friends of the Library's Endowment fund and their annual fund-raising activities made this donation possible.

This \$100,000 donation was presented at the annual Friends of the Library Author Event held on December 1, 2016, featuring author Lisa Scottoline, which culminated the 25th Anniversary Celebration of the opening of the Main Library.

Analysis:

These funds will support the purchase of books and library materials to enhance the collection, including downloadable materials and provide for programming for families and is allocated as follows:

\$88,000	Books and library materials
\$12,000	Special event programming

The attached budget resolution and associated amendment realize the funds into the budget.

Options:

1. Accept the \$100,000 donation from the Friends of the Library, and approve the Resolution and associated Budget Amendment Request (Attachment # 1).
2. Do not accept the \$100,000 donation from the Friends of the Library.
3. Board direction.

Recommendation:

Option # 1.

Attachment:

1. Resolution and Budget Amendment Request

RESOLUTION NO.

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

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

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

Adopted this 13th day of December, 2016.

LEON COUNTY, FLORIDA

BY: _____
John E. Dailey, 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

**Leon County
Board of County Commissioners**

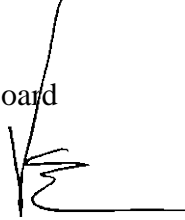
Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: October 18, 2016 Workshop on 2017 State and Federal Legislative Priorities and October 25 Regular Meeting

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the October 18, 2016 Workshop on 2017 State and Federal Legislative Priorities and October 25 Regular Meeting

Attachments:

1. October 18, 2016 Workshop on 2017 State and Federal Legislative Priorities Minutes
2. October 25 Regular Meeting Minutes

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
2017 State and Federal Legislative Priorities
October 18, 2016**

The Leon County Board of County Commissioners met for a Workshop on the 2017 State and Federal Legislative Priorities on Tuesday, October 18, 2016.

Present were Chairman Bill Proctor, Vice Chairman John Dailey and Commissioners Nick Maddox, Mary Ann Lindley, Jane Sauls, and Kristin Dozier. Commissioner Bryan Desloge was absent. Also present were County Administrator Vincent Long, County Attorney Herb Thiele and Board Secretary Rebecca Vause.

Facilitator(s): Andy Johnson, Assistant to the County Administrator
Jeff Sharkey, Capitol Alliance Group
Sarah Vilms and Victoria Cram, Squire Patton Boggs

Vice-Chairman Dailey called the workshop to order at 1:30 p.m. He announced that the Chairman was detained but would arrive shortly.

County Administrator Long introduced the workshop and presented Andy Johnson to make staff's presentation.

Mr. Johnson stated that the workshop is held annually to offer the Board an opportunity to develop its priorities for upcoming legislative sessions. He then introduced both the state and federal lobbying teams and stated that staff would provide an overview of the 18 appropriations requests and 14 substantive issues proposed for the 2017 state and federal legislative sessions. He added that the appropriations requests for 2017 are categorized to mirror the Florida Legislature's conference committee process for appropriations.

Proposed Appropriations Request – State

The following proposed State appropriations requests were presented for the Board's consideration:

Request	Amount	Project Phase
<u>Agriculture and Natural Resources</u>		
• Woodville Sewer – Phase 1 & 2	\$7.2 million	Design & Construction
• Lake Munson Area Septic to Sewer	\$5.5 million	Design & Construction
• Ford Arm Restoration	\$3.97 million	Construction
• Belair/Annawood Septic to Sewer	\$3.5 million	Design & Construction
• Harbinwood Estates Septic to Sewer	\$2.5 million	Design
• Leon South Regional Water System	\$1.5 million	Design & Construction
• Centerville Trace Septic to Sewer	\$1 million	Design
• Fred George Wetland Restoration	\$1 million	Construction
<u>Transportation, Tourism, and Economic Development</u>		
• Capital Circle Southwest – Segment 1 (Springhill road to Crawfordville Road)	\$14.9 million	Right-of-Way Acquisition
• Capital Circle Southwest – Segment 1 (Springhill Road to Crawfordville Road)	\$19.5 million	Construction
• Capital Circle Southwest – Segment 2 (Orange Avenue to Springhill Road)	\$23.9 million	Right of Way Acquisition
• Capital Circle Southwest – Segment 2 (Orange Avenue to Springhill Road)	\$10.4 million	Construction

• Woodville Highway (Capital Circle to Paul Russell Road)	\$23 million	Construction
• Veterans Memorial Dr (CR59) Bridge Replacement	\$530,000	Design & Construction
• Apalachee Regional Park Master Plan Implementation	\$500,000	Design & Engineering
• Orchard Pond Greenway Trail, Phase II	\$300,000	Design & Construction
• Leon Works Junior Apprenticeship Program	\$100,000	Program Funding
• Pre-Disaster Hazard Mitigation*	TBD	Capital/Fixed Assets

* The "Pre-Disaster hazard Mitigation" project seeks Board direction to pursue funding for projects that would improve the disaster resistance of critical facilities owned by the County. The City of Tallahassee is contemplating a similar legislative request and staff will work with the City to jointly pursue funding for this initiative.

Mr. Johnson also reviewed the following two requests by community partners for which staff recommended County support:

- Support the Apalachee Center Inc.'s funding request for eight short-term residential treatment beds and for the establishment of a Central Receiving Facility.
- Support programmatic and capital funding requests by Florida State University, Florida A&M University, and Tallahassee Community College.

Staff offered and discussed the following nine State policy issues for the Board's consideration:

State Policy Issues

1. Support the protection of the state workforce and oppose any reductions to state employee benefits.
2. Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities.
3. Support the prioritization of springs restoration funding, with a program designed to assist local governments with the cost of wastewater facility upgrades, septic tank connections, and septic tank abandonment.
4. Support measures that empower local governments and provide resources to work with community partners towards the creation of quality jobs, more vibrant communities, and an enhanced level of national and global competitiveness. Additionally, continue to engage state partners and monitor for any legislative activity associated with the State of Florida real estate study and long-term facility needs.
5. Oppose statutory changes to Section 790.06, F.S. that would allow the concealed carrying of weapons into college or university facilities.
6. Oppose statutory changes to Chapter 627, F.S. that would prohibit EMS providers from collecting amounts beyond an insurance provider's reimbursement.
7. Support maintaining a countywide regulatory system for EMS through the current Certificate of Public Convenience and Necessity (COPCN) process.
8. Support legislation and appropriations that assists Leon County to provide access to high-quality library services for all residents across the County.
9. Support the 2017 Florida Association of Counties (FAC) legislative program unless specific issues conflict with Leon County's interests.

Mr. Johnson provided an update on the 2017-2018 Florida Constitution Revision Commission (CRC). He noted that the 37 member CRC is created and meets every 20 years for the purpose of reviewing Florida's Constitution and proposing changes for voter consideration. Proposed amendments will appear on the November 2018 General Election ballot. He shared that appointments to the CRC are made by the Governor (15 appointments); the House Speaker and Senate President (nine appointments each); Chief Justice of the Florida Supreme Court (three appointments), and the Florida Attorney General is an automatic member. Mr. Johnson added that the Florida Association of

Counties (FAC) has established a CRC Steering Committee to research and draft CRC proposals and amendments and to actively engage with the CRC. Commissioner Desloge (as past FAC President) has been appointed to the CRC Steering Committee and Commissioner Maddox is also a presidential appointee to the committee.

Commissioner Dailey asked the process by which local government appointees are made to the CRC and suggested that should the opportunity present itself, that the FAC consider Commissioner Maddox as its appointment to the CRC. Commissioner Maddox shared that this would be a long process, but ultimately the goal is to attempt to ensure that there is one person on the CRC that represents local government interests. Commissioner Dailey asked that the Board be kept updated on the progress of the CRC.

Mr. Sharkey, Capital Alliance Group, provided remarks regarding the upcoming 2017 State Legislative Session.

Board Discussion

Commissioner Dozier referenced the recently conducted state study of aging government facilities, infrastructure and expiring leases. She ascertained from County Administrator Long that staff recently met with representatives from the Department of Management Services regarding surplus property and learned that the State had very little interest in dissolving itself of any of its facilities. He relayed that staff would continue to monitor the situation for any changes.

Commissioner Dozier mentioned that Florida State University (FSU) is currently in the process of completing design plans for the construction of an Interdisciplinary Research and Commercialization Building, which she suggested would provide new opportunities to broaden the County's economic base by leveraging scientific research and development activities. She requested that this be included in the County's legislative priorities.

Commissioner Dozier discussed the Entrepreneurial Excellence Program (EEP) at Innovation Park and voiced her desire to include an appropriation of long-term funding to sustain the program. She conveyed that the program was previously administered by the Tallahassee/Leon County Economic Development Council and had also received some funding from the Knight Foundation. She also indicated that Senator Montford was optimistic that an appropriation for the program could be realized.

Commissioner Dozier noted the importance of continued local-level economic development incentive programs as these are essential components to help the County in its efforts to help stimulate economic growth in the County.

Commissioner Dozier dialogued with Mr. Sharkey on potential funding to support housing programs for homeless and special needs individuals. He submitted that there was considerable support in this area and anticipates there will be substantial funds allocated next year.

Chairman Proctor asked of the potential for funding to assist the County in infrastructure protection projects, i.e., burying of power lines. Mr. Sharkey responded that this would be an expensive proposition; however, the discussion about "infrastructure hardening" would occur as both the Governor and legislature look at how various companies and communities responded in the aftermath of recent storms.

Chairman Proctor voiced his strong support for raises for state workers.

Chairman Proctor stated his concerns about the large amount of property owned by the state in Leon County that is not taxable and the impact this has on County taxpayers. He also expressed his angst about the actions of communities north of Leon County and the impact these have on the water

quality of local waterways. In addition, he was concerned about the potential for disproportionate funding for water quality issues between North and South Florida. He was provided additional information on the “Waters of the U.S.” legislation.

Proposed Appropriations Request – Federal

Staff offered and discussed the following five Federal policy issues for the Board’s consideration:

Federal Policy Issues

1. Support legislation that clarifies that local streets, gutters, and other stormwater infrastructure are excluded from the definition of “Waters of the U.S.,” while also requiring federal agencies to consult with state and local officials to identify which waters should be federally regulated and which should be left to the states.
2. Support federal legislation that includes full mandatory funding for PILT in the FY 2017 appropriations package and support a long-term strategy for a sustainable PILT program.
3. Support legislation that promotes an equitable and competitive environment between “brick and mortar” businesses and remote businesses establishments operating in Florida.
4. Oppose any legislation that would eliminate or limit the tax-exempt status of municipal bonds.
5. Support the National Association of Counties’ (NACo) 2016-17 legislative efforts unless specific issues conflict with Leon County’s interests.

Ms. Vilms and Ms. Cram, Squire Patton Boggs, provided remarks regarding the upcoming 115th Congress (1st Session).

Board Discussion:

Chairman Proctor, in response to remarks about an anticipated large infrastructure package, as proposed by both Presidential candidates, asked that County infrastructure projects, i.e., Woodville and Lake Jackson sewer be targeted for funding from this stimulus allocation.

Commissioner Dozier discussed the Americas Competitiveness Exchange (ACE) and shared that it is a coordinated best practices tour that brings business and innovation leaders from other countries together to network and learn about innovative approaches to economic development. She suggested that the Board include in its legislative priorities support for Leon County’s bid to host an ACE tour.

Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2: 1) Approve the 2017 state and federal legislative priorities, as amended by the Board, and 2) Designate Commissioner Maddox to host the Community Legislative dialogue meetings for the 2017 state legislative session. The motion carried 5-0 (Commissioner Proctor out of Chambers and Commissioner Desloge absent).

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 2:53 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

DRAFT

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
October 25, 2016**

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Jonathan Brewster, Associate Pastor of Trinity United Methodist Church. Commissioner Dailey then led the Pledge of Allegiance.

Awards and Presentations

- Chief Judge Jonathan Sjostrom introduced the following new Second Judicial Circuit Court Judges:
 - Steven Everett, County Judge
 - Bobby Long, Circuit Judge
 - Robert Wheeler, Circuit Judge
 - Circuit Judge Frank Allman and County Judge Lane Smith were acknowledged but not in attendance.
- Commissioner Lindley presented a Proclamation recognizing the accomplishments of Meg Baldwin, Executive Director of Refuge House. Ms. Baldwin thanked the Board for its support.
- Vice-Chairman Dailey presented a Proclamation honoring the retirement of Commission Aide Linda Summerlin.
 - Former Commissioners Marjorie Turnbull, Gary Yordon, Senator Bill Montford and Gayle Nelson were on hand to offer remarks.
 - Ms. Summerlin reflected on her 36 years of County employment and thanked Commissioner Sauls and others that she supported during her tenure.
- Commissioner Desloge presented a Proclamation honoring Commissioner Jane Sauls for her public service and the impact she has left upon District 2 and Leon County as a whole.
 - Commissioner Sauls, along with her husband Marvin, thanked her fellow Commissioners and asked that they continue to protect County staff that help to make Leon County great. She also thanked her family, her aide Linda Summerlin and the citizens of District Two.

Consent:

Commissioner Sauls moved, duly seconded by Commissioner Dailey to approve the Consent Agenda, with the exception of Item 14, which was pulled for further discussion. The motion carried 7-0.

1. Approval of Payment of Bills and Voucher Submitted for October 25, 2016, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 26 through November 21, 2016

The Board approved Option 1: Approve the payment of bills and vouchers submitted for October 25, 2016, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 26 through November 21, 2016.

2. Adoption of the Proposed Public Notice 2017 Board Schedule and the 2017 Board Travel Schedule.

The Board approved Options 1, 2 & 3: 1) Adopt the proposed Leon County Board of County Commissioners' Public Notice 2017 Tentative Schedule; 2) Approve the proposed Board of County Commissioners' 2017 Travel Schedule, and authorize Commissioners' travel to the scheduled events, and 3) Schedule the 2017 Board Retreat for Monday, December 11, 2017.

3. Request to Schedule a Workshop on Event Funding Programs and Processes through the Division of tourism Development for February 7, 2017, from 1:30 p.m. to 3:00 p.m.

The Board approved Option 1: Schedule a workshop on event funding programs and processes through the Division of Tourism Development for February 7, 2017 from 1:30 p.m. to 3:00 p.m.

4. Acceptance of the Status Report on the Impacts to Local Government of Pokémon GO and the launch of "Leon County's Pokémon Get Up and Go Week" from November 5 through November 12, 2016

The Board approved Option 1: Accept the status report on the local government impacts of Pokémon GO and the launch of "Leon County's Pokémon Get Up and Go Week" from November 5 through November 12, 2016.

5. Acceptance of the Public Participation Strategy for the Comprehensive Plan Update

The Board approved Option 1: Accept the Public Participation Strategy for the Comprehensive Plan Update

6. Approval of Orchard Pond Maintenance Map for Recording in the Public Records

The Board approved Option 1: Approve the Maintenance Map for 0.4 miles of Orchard Pond Road for recording in the Public Records.

7. Authorization to Submit an Application Package to the Federal Highway Administration (FHWA) for a Federal Lands Access Program (FLAP) Grant to install Bicycle Lanes and Improved Roadway Shoulders on Smith Creek Road

The Board approved Option 1: Authorize the submittal of an application to the Federal Highway Administration (FHWA) for a Federal Lands Access Program (FLAP) Grant.

8. Approval of the Agreement Between Leon County and Children's Home Society of Florida for the Provision of State Mandated Child Protection Examinations for FY 2017.

The Board approved Option 1: Approve the Agreement between Leon County and Children's Home Society of Florida for the provision of State-mandated child protection examinations for FY 2017, and authorize the County Administrator to execute.

9. Consideration of Request from Bond Community Health Center, Inc. for a Letter of Support for Health Resources and Services Administration Service Area Competition Grant

The Board approved Option 1: Authorize the County Administrator to provide a letter of support to Bond Community Health Center, Inc. for the Health Resources and Services Administration's Service Area Competition Grant.

10. Authorization to Carry Forward FY 2016 Appropriations and Approval of FY 2016 Year-End Adjustments

The Board approved Options 1 & 2: 1) Authorize the carry forward of FY 2016 appropriations to the FY 2017 budget by adopting the associated resolution and budget amendment, and 2) Approve the FY 2016 year-end budget adjustments, and the associated resolution and budget amendments.

11. Acceptance of Fiscal Year 2015/2016 Tangible Personal Property Annual Report

The Board approved Options 1 & 2: 1) Accept the Fiscal Year 2015/2016 Tangible Personal Property Annual Report, and 2) Authorize the deletion of 593 tangible personal property items from the Property Control records.

12. Acceptance of the Final FY 2015/2016 Commissioner Discussion Items Status Report

The Board approved Option 1: Accept the Final FY 2015/16 Commissioner Discussion Items Status Report.

13. Acceptance of a Status Update on the County Sustainability Program and the 2017 Sustainable Communities Summit

The Board approved Options 1 & 2: 1) Accept the status update on the County Sustainability Program, and 2) Accept the status update on the 2017 Sustainable Communities Summit.

14. Acceptance of Status Report on Educational Facilities Authority

Commissioner Desloge requested the item be pulled for further discussion.

County Attorney Thiele introduced the item. He stated that the agenda item responds to a Board directive from its July 12, 2016 meeting to bring back an agenda item status report that provided general information related to the creation of the Educational Facilities Authority (EFA), its operations and legal structure.

Commissioner Desloge established with County Attorney Thiele that he was unaware of any other EFA's in the state that own property. Commissioner Desloge expressed concern over the appropriateness of a citizen committee being the holder of real estate and offered that the intent of the EFA was to be a conduit for financing; and as such opined that property ownership was more appropriate for the private sector.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Accept Status Report on Educational Facilities Authority.

Commissioner Lindley, as the Board's appointment to the EFA, shared that there has been progress made on the sale of the SouthGate property and resolution could happen within the next several months. She stated that she was understanding of Commissioner Desloge's concerns and agreed that oversight was important. Commissioner Lindley established with County Attorney Thiele that the legislature authorized the creation of the EFA, essentially to provide a methodology for financing the SouthGate project and the County is very limited in its authority over the entity.

Commissioner Maddox confirmed with County Attorney Thiele that a sunset date for the EFA was not contemplated when the entity was created. Commissioner Maddox then suggested that the Board consider notifying the EFA that it would like them to consider a sunset date for the entity.

County Attorney Thiele suggested that his office provide a status report on the EFA to the Board annually or bi-annually

Commissioner Desloge asked that staff bring back an analysis on the potential tax revenue of all the EFA's properties if they were included in the County tax roll.

Commissioner Maddox inquired what recourse the Board might have in regards to asking the EFA to sell the properties. County Attorney Thiele responded that there is no process in place for this, however, advised that the Board's best action would be to make appointments to the EFA with individuals who are committed to achieving the goals of the Board.

County Administrator Long reminded the Board that it had at its September 22, 2009 Workshop taken a formal position that the EFA, when they could, divest themselves of their real estate holding. Commissioner Desloge asked that staff communicate once again to the EFA the formal position adopted by the Board.

Chairman Proctor expressed his angst that the Florida Statute creating the EFA does not authorize County supervision of the EFA especially when the "Leon County" name is linked to the entity.

Commissioner Desloge continued to express his grave concerns with the lack of oversight provided the County.

The motion carried 7-0.

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

- Micky Britt, 4407 Millwood Lane, appeared before the Board to share his political philosophy.

General Business

15. Acceptance of the Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report and Approval of a Joint City/County Agreement with The Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls

County Administrator Long introduced the item.

Sha'Ron James, 2015/16 Chairman, Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG), presented the FY 15/16 Annual Report. She relayed that the Committee's primary focus this past year has been to expand community conversation on issues that impact girls in the community, which culminated with an Empowerment Summer on September 23, 2016. For the upcoming year, the CSWG plans to conduct further research on girls in the community by partnering with the Ruling Our eXperiences (ROX) Institute to collect data that address key areas impacting girls in grades 5-12 such as physical and behavioral health, education, safety, and social media. Ms. James stated that the report also provides a brief update on the Committee's strategic planning process.

Paula DeBoles-Johnson, incoming Chair, stated that she is honored to serve as Chair and looks forward to continuing the work of the Commission.

Commissioner Dozier moved, duly seconded by Commissioner Dailey, approval of Options 1 & 2: 1) Accept the 2015-16 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report, and 2) Approve the Agreement for staffing of the Tallahassee-Leon County Commission on the Status of Women and Girls with the City of Tallahassee and the Oasis Center for Women & Girls for administrative support.

Commissioner Dozier thanked Ms. James and Ms. Johnson for their leadership and commented on the progress of the Commission. She also commended the CWSG for its commitment to girls and that the results of the survey were very enlightening.

Chairman Proctor asked if the Commission's survey addresses the issue of mental health, poverty, and income differentials among the girls. Ms. James responded that the survey instrument does not specifically ask for socioeconomic information, but this student data is available at the school level. Ms. James shared that while the questions included in the survey covered a variety of areas impacting girls, the Commission would have an opportunity to review the survey instrument and make any necessary modifications (including those related to mental health) to before it is disseminated to students. Chairman Proctor thanked Ms. James, Ms. DeBoles-Johnson and the CSWG for their work and stated that he looked forward to meeting with the Commission to discuss his concerns.

The motion carried 7-0.

Commissioner Maddox commended the CSWG Board for its accomplishments. He announced his intention to bring up at the Board Retreat the possibility of establishing a commission on the status of black males.

16. Ratification of Annual Performance Review for the County Administrator, in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

County Administrator Long introduced the item.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Ratify annual performance reviews of County Administrator in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process". The motion carried 5-0 (Commissioners Dozier and Maddox out of Chambers).

17. Approval to Renew the FY 2017 Primary Healthcare Program Contracts and Approval to Realign FY 2016 Pool Allocations for Primary Healthcare to Reconcile Fourth Quarter Reimbursement Requests

County Administrator Long introduced the item. He relayed that the requests from providers for the realignment of the pooled funds within the three health services categories (mental health, primary care and dental) are received from time to time. He stated that in order to facilities quicker access to these funds staff recommends the Board grant the County Administrator authorization to approve these requests as long as they do not decrease the categorical budgets by more than 50%.

Commissioner Lindley appreciated the flexibility this action provides the provider agencies to use funds however the demand requires.

Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Options 1, 2 & 3: 1) Approve the FY 2017 Primary Healthcare Program Contracts, and authorize the County Administrator to execute; 2) Approve the realignment of \$24,860 of the FY 2016 Pool Allocation for Primary Healthcare from mental health services to primary health to reconcile fourth quarter reimbursement requests, and 3) Authorize the County Administrator to realign the pooled funds within the three health services categories as needed, provided the request do not reduce the original allocation in any service area by more than 50%. The motion carried 5-0 (Commissioners Proctor and Maddox out of Chambers).

18. Approval of Sale of 2.47 Acres of County-owned Property at Miccosukee and Blair Stone Roads

County Administrator Long introduced the item. He conveyed that that all proceeds from the sale of the property will directly off-set the costs of construction of the medical examiners facility. He also noted that the sale price was higher than the appraised value of the property.

Commissioner Desloge moved, duly seconded by Commissioner Dozier approval of Options 1 & 2: 1) Approve the sale of the County-owned property at Miccosukee and Blair Stone Roads to PT I, LLC for development of a medical facility for Tallahassee Orthopedic Clinic in the amount of \$1,425,000, and 2) Authorize the Chairman and/or County Administrator to execute the Purchase and Sale Agreement, the County Deed and all other documents necessary for completion of the sale of the county-owned property at Miccosukee and Blair Stone Road, in a final form approved by the County Attorney. The motion carried 5-0 (Commissioners Proctor and Maddox out of Chambers).

19. Consideration of Full Board Appointments to the Audit Advisory Committee, Canopy Roads Citizens Committee, Educational Facilities Authority and the Tourist Development Council

- Audit Advisory Committee:

Commissioner Dozier moved, duly seconded by Commissioner Desloge, the nomination of Cecil Bragg to the Audit Advisory Committee for a two-year term ending December 31, 2018.. The motion carried 6-0 (Chairman Proctor out of Chambers).

- Canopy Roads Citizens Committee:

Commissioner Lindley moved, duly seconded by Commissioner Desloge, the nomination of Ryan Wetherell, to the Canopy Roads Citizens Committee for a three-year term ending October 31, 2019. The motion carried 7-0.

- Educational Facilities Authority:

Commissioner Desloge stated that while the applicants for consideration were all qualified to serve, he discussed his desire to postpone one of the two appointments to a later time. He conveyed that the additional time would allow him an opportunity to reach out/hear back from potential appointees that might have a more appropriate skill set needed on the Committee.

Commissioner Maddox stated that he did have a problem postponing one of the appointments; however, noted that he would support Louis Dilbert to fill the vacancy should another application not be offered.

Commissioner Lindley stated that she also did not have a problem with the delay and that vacancies come up on the committee "pretty regularly".

Commissioner Desloge moved, duly seconded by Commissioner Lindley, the nomination of Grace Fletcher to the Educational Facilities Authority for a term ending July 31, 2018 and to delay the second appointment to the Board's November 22, 2016 meeting. The motion carried 7-0.

- Tourist Development Council:

Chairman Proctor expressed concern over the escalated hotel rates tourist experienced for the FAMU Homecoming Weekend and other special events. He spoke on the effect on tourism and the negative reflection it gives to the community. He indicated that he was preparing a letter requesting a meeting with Mayor Gillum to discuss this further; however, acknowledged the County's inability to regulate hotel prices.

Commissioners Desloge and Dozier cautioned about interfering with the marketplace and Commissioner Desloge, as the Board's liaison on the TDC, offered to raise the issue for discussion at the next TDC meeting.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, the nomination of Michelle Personette. 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.)

- Micky Britt, 4407 Millwood Lane, spoke on his frustration with Leon County's tree removal permit requirements and asked the Board to abolish the policy.

Comments/Discussion Items

County Attorney Thiele:

- Expressed congratulations to Commissioner Sauls.

County Administrator Long:

- Provided an update on the Second Annual Leon Works Expo:
 - Over 100 exhibitors, including 38 private organizations;
 - Over 360 high school students attended the morning session;
 - The afternoon session was attended by approximately 220 members of the public;
 - Sixty attendees took advantage of the free professional head shots, interview coaching with the TCC Career Center and Professionalism Workshop with Career Source;
 - Over 80 County staff members and volunteers helped to coordinate the Expo, and
 - A more detailed status update on the Expo will be brought back to the Board at its December 13, 2016 meeting.

Commissioner Discussion Items

Commissioner Dozier:

- *Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval for a Proclamation declaring January as National Radon Action Month, to be presented at an off-site event. The motion carried 6-0 (Commissioner Dailey out of Chambers).*
- *Commissioner Dozier moved, duly seconded by Commissioner Sauls, to direct staff to bring back an agenda item on the potential for neighborhoods who want to fund their own hydrant installation or other infrastructure needs. The motion carried 6-0 (Commissioner Dailey out of Chambers).*
- Recognized her mentee, Evan Ernst, founder of Who We Play For, a non-profit organization that holds free heart screening events to bring awareness to people about heart health and hypertrophic cardiomyopathy.

Commissioner Lindley:

- Acknowledged the success of the Leon Works Expo and recognized staff for their efforts.

Commissioner Maddox:

- Expressed appreciation for the opportunity to work with Commissioner Sauls and looked forward to the dedication of the Ft. Braden Branch Library in her honor.
- Thanked Commissioner Lindley for her role in initiating the Leon Works Expo and reflected on the incredible growth of the event in two years.

Commissioner Desloge:

- Echoed appreciation to Commissioner Lindley for her leadership in the Leon Works Expo.
- Thanked fellow Commissioners for their continued support and indulgence of the amount of time he has spent traveling to other communities throughout the country as he serves as President of NACo.
- Mentioned the upcoming NACo Fall Board Meeting (December 7-10) and invited Commissioners to attend events during the NACo Fall Board Meeting.

Chairman Proctor:

- Ascertained that the Florida Association of Counties (FAC) legislative agenda has not yet been released.
- Added his kudos to the success of Leon Works and recognized Commissioner Lindley and staff for their contributions.
- Gave a shout out on the success of the FAMU Homecoming and the huge number of individuals who attended.
- Reminded Commissioners and the public of the Joint City/County Affordable Housing Workshop to be held on Thursday at 9:30 a.m. at City Hall.
- Stated that he would initiate discussion on the establishment of a livable minimum wage during the Board Retreat.

Commissioner Sauls:

- Thanked everyone for attending and for the kind words expressed on her behalf.
- Commissioner Sauls adjourned the meeting at 5:11 p.m.

Receipt and File:

- Public Notice of Pollution: City of Tallahassee Advisory – October 20, 2016

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 5:11 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

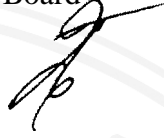
Leon County
Board of County Commissioners
Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Approval of the Third Amended Interlocal Agreement Between Leon County, Florida and Gulf Consortium Regarding Procurement Services

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Herbert W. A. Thiele, County Attorney

Fiscal Impact:

This item has an indirect fiscal impact to the County. As indicated in the prior agenda item authorizing Leon County to provide procurement services to the Gulf Consortium in relation to the Federal RESTORE Act, limited staff resources are utilized in providing said procurement services.

Staff Recommendation:

Option #1: Approve the proposed Third Amended Interlocal Agreement between Leon County, Florida and Gulf Consortium (Attachment #1) and authorize Chairman to execute same.

Report and Discussion

Background:

The Gulf Consortium is a public entity created by Interlocal Agreement among 23 Florida gulf coast counties who are recipients of potential funding from administrative and civil penalties from the responsible parties in connection with the explosion on and sinking of the Deepwater Horizon pursuant to the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economics of the Gulf Coast States Act of 2012 ("RESTORE Act").

On June 24, 2013, General Counsel for the Gulf Consortium forwarded correspondence to County Administrator, Vincent Long, requesting Leon County to assist the Gulf Consortium with procurement services in meeting its requirements under the RESTORE Act.

The Board of County Commissioners, at its regular meeting of July 9, 2013, voted to authorize Leon County to provide procurement services for the Gulf Consortium and, on March 26, 2014, an Interlocal Agreement was entered into by and between Leon County, Florida and the Gulf Consortium (Attachment #2).

The Board of County Commissioners, at its regular meeting of October 28, 2014, entered into an Amended Interlocal Agreement between Leon County, Florida and Gulf Consortium Regarding Procurement Services and a Second Amended Interlocal Agreement between Leon County and Gulf Consortium Regarding Procurement Services at its regular meeting of May 12, 2015.

Analysis:

Leon County has been providing procurement services to the Gulf Consortium pursuant to the Interlocal Agreement in order for it to properly and effectively develop the State Expenditure Plan pursuant to the RESTORE Act; however, the need arose to retain experts and/or consultants beyond those that are required by the Plan and/or authorized by the Interlocal Agreement. The Gulf Consortium requested Leon County assist in the additional retention of experts and/or consultants and, as such, the County Attorney's Office prepared an Amended Interlocal Agreement (Attachment #3) adding subparagraph C to Section 2, which addressed the request. The Gulf Consortium requested the County Attorney's Office prepare a Second Amended Interlocal Agreement (Attachment #4) amending certain provisions of subparagraph C to Section 2, to allow for the provision of additional services relating to federal grant administration, as needed, for the Consortium. The Interlocal Agreement is set to expire on March 26, 2017. The Gulf Consortium wishes to extend the term of this Agreement, extending an additional three (3) years and has requested that the County Attorney's Office prepare a Third Amended Interlocal Agreement amending Section 4, to extend the term of the Agreement.

On December 2, 2016, the Agreement was placed on the Gulf Consortium's agenda for approval.

Options:

1. Approve the proposed Third Amended Interlocal Agreement between Leon County, Florida and the Gulf Consortium and authorize the Chairman to execute same.
2. Do not approve the proposed Third Amended Interlocal Agreement between Leon County, Florida and the Gulf Consortium.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Third Amended Interlocal Agreement.
2. Interlocal Agreement dated March 26, 2014.
3. Amended Interlocal Agreement dated October 28, 2014.
4. Second Amended Interlocal Agreement dated June 24, 2015.

**THIRD AMENDED INTERLOCAL AGREEMENT
BETWEEN LEON COUNTY, FLORIDA
AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS THIRD AMENDED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County"); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the Parties entered into a Interlocal Agreement on March 26, 2014, which authorized the County to provide and assist the Consortium with procurement services in order for it to properly and effectively develop the State Expenditure Plan pursuant to the RESTORE ACT; and,

WHEREAS, the Parties amended the Interlocal Agreement on October 28, 2014 to allow for the procurement of additional services, as needed, for the Consortium; and,

WHEREAS, the Parties amended the Interlocal Agreement on June 24, 2015 to allow for the County to provide grant administrative services to the Consortium; and,

WHEREAS, the Parties to the Interlocal Agreement desire to amend certain provisions to allow for an extension of the term of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree to amend the Interlocal Agreement as follows:

SECTION 4. TERM, COMMENCEMENT DATE; RENEWAL

The term of this Agreement shall be for a period of three (3) years commencing on March 27, 2017.

All other provisions of the Interlocal Agreement entered into by and between the Parties on March 26, 2014 and recorded in Official Records of Leon County in Book 4650 at Page 340, and the Amendment to the Interlocal Agreement entered into on October 28, 2014 and recorded in Official Records of Leon County in Book 4788 at Page 1250, and the Second Amendment to Interlocal Agreement entered into on June 24, 2016 and recorded in Official Records of Leon County in Book 4818 at Page 274, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties cause this Third Amended Interlocal Agreement to be executed by their duly authorized representatives this 13th day of December, 2016.

LEON COUNTY, FLORIDA

Attest:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____
John Dailey, Chairman
Board of County Commissioners

By: _____

Approved as to form:
County Attorney's Office

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

THE GULF CONSORTIUM

ATTEST:

By: _____
Chairman
Board of Directors

Secretary-Treasurer
Board of Directors

APPROVED AS TO FORM:

Lynn M. Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.

20140026207 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 4650 PG: 340,
04/02/2014 at 09:14 AM, BOB INZER, CLERK OF COURTS

**INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County"); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the County is authorized to enter into said Interlocal Agreement by the powers and authority granted to it under the Constitutional and the laws of the State of Florida; and,

WHEREAS, the Consortium is authorized to enter into this Interlocal Agreement by virtue of the Interlocal Agreement Relating to the Establishment of the Gulf Consortium entered into on or about the 19th day of September, 2012, which was created to serve as a consortia of local political subdivisions as contemplated by the RESTORE ACT for the 23 Florida counties which are members of the Consortium; and,

WHEREAS, the RESTORE ACT ("United States Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast States Act of 2012") was passed by Congress on June 29, 2012, and the President signed into law on July 6, 2012 and said Act establishes a mechanism for providing funding to the Gulf Coast region to restore ecosystems and rebuild local economies damaged by the Deepwater Horizon Oil Spill; and,

WHEREAS, the Consortium is required to develop a State Expenditure Plan for the expenditure of the Spill Impact Component required by the RESTORE ACT; and,

WHEREAS, the County and the Consortium wish to enter into an agreement that authorizes the County to provide and assist with procurement services for the Consortium in order for it to properly and effectively engage the services of one or more firms to assist in the development of the State Expenditure Plan.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree as follows:

SECTION 1. DEFINITIONS AND CONSTRUCTION

In construing this Interlocal Agreement, the singular includes the plural and vice versa. Unless otherwise defined herein, the following words and phrases shall have the following meaning:

- A. "County" means Leon County, Florida, a political subdivision of the State of Florida, a charter county.

B. "Consortium" means Gulf Consortium that was created by Interlocal Agreement between 23 Florida counties, namely, Bay, Charlotte, Collier, Citrus, Dixie, Escambia, Gulf, Franklin, Hernando, Hillsborough, Jefferson, Lee, Levy, Manatee, Monroe, Okaloosa, Pasco, Pinellas, Santa Rosa, Sarasota, Taylor, Wakulla and Walton, on September 19, 2012, which is recorded in the Official Records of Leon County in Book 4432 at page 105.

C. "RESTORE ACT" means United States Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast States Act of 2012.

D. "Deepwater Horizon Oil Spill" means the Deepwater Horizon offshore drilling rig's explosion, and resulting oil spill, on April 20, 2010.

SECTION 2. PROCUREMENT SERVICES

The County shall provide all necessary personnel and take all required steps to perform procurement services for the Consortium, as follows: Provide advice and assistance regarding the development of a competitive procurement policy for the Consortium, and

B. Provide technical and strategic support in the Consortium's competitive solicitation of a firm in the development and submission of the State Expenditure Plan, including, but not limited to, preparing solicitation documents, advertising and disseminating solicitation documents, and advising and assisting the Consortium's Interim Manager, the procurement evaluation team and the Consortium Board of Directors in the selection of the most qualified firm.

SECTION 3. GENERAL PROVISIONS

A. Funding.

The procurement related services to be provided to the Consortium would require utilization of limited staff resources by the County, which may be reimbursed to the County by the Consortium under possible federal rules yet to be finalized with regard to the RESTORE ACT. However, the County shall be entitled to seek, and the Consortium shall reimburse the County for all of its direct expenses.

B. Compliance with Applicable Law.

In providing services and otherwise carrying out its obligations under this Agreement, the parties shall comply with applicable law. Such compliance shall include obtaining any and all federal, state or local permits or licenses required to perform its obligations under this Agreement.

C. Choice of Law, Venue and Severability.

This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

D. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

E. Assignment.

The Parties agree not to assign any of the services specified by this Agreement to a third-party without the prior written consent of the other Parties.

F. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give written notice to the other Parties in writing, setting forth the name of the Party or Parties involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
2. Should the Parties be unable to reconcile any dispute, the appropriate County and Consortium representative shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the Board of County Commissioners and the Board of Directors of the Consortium. If the Parties are unable to reconcile their dispute, they shall report their impasse to such Boards who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

OR BK 4650 PG 343

G. Recordation.

The County shall record this Agreement with the Leon County Clerk of the Court upon execution of the Parties. Upon return of the recorded Agreement, the County shall deliver a recorded copy of this Agreement to the Consortium. The recordation of this Agreement complies with all government transparency requirements.

SECTION 3. EFFECTIVE DATE

This Agreement shall be effective ("Effective Date") upon execution by all Parties.

SECTION 4. TERM; COMMENCEMENT DATE; RENEWAL

The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date.

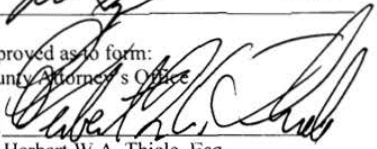
IN WITNESS WHEREOF, the Parties cause this Interlocal Agreement to be executed by their duly authorized representatives this 26th day of March, 2014.

Attest:
Bob Inzer, Clerk of the Court

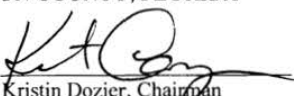


By: 

Approved as to form:
County Attorney's Office

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

LEON COUNTY, FLORIDA

By: 
Kristin Dozier, Chairman
Board of County Commissioners

OR BK 4650 PG 344

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT RELATING TO
PROCUREMENT SERVICES TO BE PROVIDED BY LEON COUNTY**

THE GULF CONSORTIUM

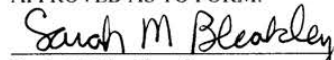
By: _____

Chairman
Board of Directors

ATTEST:


Secretary-Treasurer
Board of Directors

APPROVED AS TO FORM:


Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

20150030770 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 4788 PG: 2150,
04/21/2015 at 09:55 AM, BOB INZER, CLERK OF COURTS

**AMENDED INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA
AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS AMENDED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County"); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the parties entered into a Interlocal Agreement on March 26, 2014, which authorized the County to provide and assist the Consortium with procurement services in order for it to properly and effectively develop the State Expenditure Plan pursuant to the RESTORE ACT;

WHEREAS, the parties to the Interlocal Agreement desire to amend certain provisions to allow for the procurement of additional services, as needed, for the Consortium.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree to amend the Interlocal Agreement as follows:

SECTION 2. PROCUREMENT SERVICES

A. The County shall provide all necessary personnel and take all required steps to perform procurement services for the Consortium, as follows: Provide advice and assistance regarding the development of a competitive procurement policy for the Consortium;

B. Provide technical and strategic support in the Consortium's competitive solicitation of a firm in the development and submission of the State Expenditure Plan, including, but not limited to, preparing solicitation documents, advertising and disseminating solicitation documents, and advising and assisting the Consortium's Interim Manager, the procurement evaluation team and the Consortium Board of Directors in the selection of the most qualified firm; and,

C. Provide other procurement services as needed by the Consortium, including, but not limited to, other consultants and professional services as well as goods and materials.

All other provisions of the Interlocal Agreement entered into by and between the parties on March 26, 2014 and recorded in Official Records of Leon County in Book 4650 at Page 340, not inconsistent with the provisions herein shall remain in full force and effect.

OR BK 4788 PG 2151

IN WITNESS WHEREOF, the Parties cause this Amended Interlocal Agreement to be executed by their duly authorized representatives this 28th day of October, 2014.

Attest:
Bob Inzer, Clerk of the Court



LEON COUNTY, FLORIDA

By: Mary Ann Lindley
Mary Ann Lindley, Chairman
Board of County Commissioners

By: John Stott, Deputy Clerk

Approved as to form:
County Attorney's Office

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

THE GULF CONSORTIUM

By: Sam Collette
Chairman
Board of Directors

ATTEST:

Warrin J. Geyer
Secretary-Treasurer
Board of Directors

APPROVED AS TO FORM:

Sarah M. Bleakley
Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

20150050854 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 4818 PG: 274,
07/07/2015 at 08:56 AM, BOB INZER, CLERK OF COURTS

**SECOND AMENDED INTERLOCAL AGREEMENT
BETWEEN LEON COUNTY, FLORIDA
AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS SECOND AMENDED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County"); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the parties entered into a Interlocal Agreement on March 26, 2014, which authorized the County to provide and assist the Consortium with procurement services in order for it to properly and effectively develop the State Expenditure Plan pursuant to the RESTORE ACT;

WHEREAS, the parties amended the Interlocal Agreement on October 28, 2014 to allow for the procurement of additional services, as needed, for the Consortium;

WHEREAS, the parties to the Interlocal Agreement desire to amend certain provisions to allow for the provision of additional services relating to federal grant administration, as needed, for the Consortium.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree to amend the Interlocal Agreement as follows:

SECTION 2. PROCUREMENT SERVICES AND GRANT ADMINISTRATION SERVICES

A. The County shall provide all necessary personnel and take all required steps to perform procurement services for the Consortium, as follows: Provide advice and assistance regarding the development of a competitive procurement policy for the Consortium;

B. Provide technical and strategic support in the Consortium's competitive solicitation of a firm in the development and submission of the State Expenditure Plan, including, but not limited to, preparing solicitation documents, advertising and disseminating solicitation documents, and advising and assisting the Consortium's Interim Manager, the procurement evaluation team and the Consortium Board of Directors in the selection of the most qualified firm; and,

C. Provide other procurement services as needed by the Consortium, including, but not limited to, other consultants and professional services as well as goods and materials.

D. The County shall provide all necessary personnel and take all necessary steps to perform federal grant administrative services for the Consortium, as follows: provide advice and assistance regarding federal grant administration services including, but not limited to reporting requirements.

OR BK 4818 PG 275

All other provisions of the Interlocal Agreement entered into by and between the parties on March 26, 2014 and recorded in Official Records of Leon County in Book 4650 at Page 340, and the Amendment to the Interlocal Agreement entered in on October 28, 2014 and recorded in Official Records of Leon County in Book 4788 at Page 2150, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties cause this Amended Interlocal Agreement to be executed by their duly authorized representatives this 24th day of June, 2015.

LEON COUNTY, FLORIDA

Attest:

Bob Inzer, Clerk of the Court

By: [Signature]

Approved as to form:
County Attorney's Office

By: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

By: [Signature]
Mary Ann Lindley, Chairman
Board of County Commissioners



THE GULF CONSORTIUM

ATTEST:

[Signature]
Secretary-Treasurer
Board of Directors

By: [Signature]
Chairman
Board of Directors

APPROVED AS TO FORM:

[Signature]
Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for December 13, 2016 and Pre-Approval of Payment of Bills and Vouchers for the Period of December 14, 2016 through January 23, 2017.

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 December 13, 2016, and pre-approve the payment of bills and vouchers for the period of December 14, 2016 through January 23, 2017.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval December 13, 2016 and pre-approval of payment of bills and vouchers for the period of December 14 through January 23, 2017. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the December 13, 2016 meeting, the morning of Monday, December 12, 2016. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting until January 24, 2017, it is advisable for the Board to pre-approve payment of the County's bills for December 14, 2016 through January 23, 2017, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for December 13, 2016, and pre-approve the payment of bills and vouchers for the period of December 14, 2016 through January 23, 2017.
2. Do not approve the payment of bills and vouchers submitted for December 13, 2016 and pre-approve the payment of bills and vouchers for the period of December 14, 2016 through January 23, 2017.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the FY 2015-2016 County Grant Program Leveraging Status Report

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:	Tim Barden, Budget Manager Brent Rau, Management Analyst

Fiscal Impact:

This item does not have a fiscal impact; however, it details the County's ability to leverage available grant funds. At the start of the 2015-2016 Fiscal Year, Leon County had more than \$9.4 million in grant funding, consisting of \$683,418 in County matching funds and \$8,743,660 in grant funds, for a leveraging ratio of 13:1. As of September 30, 2016, the County had more than \$9.5 million in grant funding, consisting of \$683,418 in County matching funds and \$8,843,660 in grant funds, keeping the leveraging ratio at 13:1

Staff Recommendation:

Option #1: Accept the FY 2015-2016 County Grant Program Leveraging Status Report.

Report and Discussion

Background:

This item seeks Board approval of the County grant program leveraging status report. This report represents a summary of grant activities during FY 2015-2016.

Traditionally, the County has aggressively sought state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. The Office of Management and Budget coordinates with Department liaisons and actively seeks grant funding opportunities throughout the fiscal year.

Analysis:

The Office of Financial Stewardship has continued to pursue and manage grants, and coordinate grant related items as necessary to meet the requirements of Leon County.

In the first quarter of FY 2015-2016, Leon County received two new grants. The first grant, for \$2.45 million, will be used for the septic to sewer conversion project in the Woodside Heights subdivision. This amount consists of an initial \$500,000 received in July 2015 for the first phase of the project as well as an additional \$1.95 million that the Board approved in December 2015. The additional funding will be used to expand the availability of sanitary sewer to more of the neighborhood. The second grant, in the amount of \$10,000 from the Knight Foundation through The Community Foundation of North Florida, is to be used to create a task force to research other communities for best practices with regards to affordable housing by conducting site visits to targeted cities.

In the fourth quarter of FY 2015-2016, Leon County received a \$100,000 grant from the Florida Legislature, through Tallahassee Community College, to support the 2016 Leon Works Expo and an entry level skills training initiative through Leon Works Junior Apprenticeship Program. The program is a comprehensive approach designed to both raise awareness about careers in the skilled workforce and to provide emerging students with entry-level skills training and work experience prior to entering the private workforce.

To keep the Board fully apprised of the success of the County's efforts relating to grants, the following reports are submitted to the Commission covering FY 2015-2016:

- Table 1 - Grants Leveraging Summary Report (Attachment #1). This report shows a cumulative total for FY 2015-2016 and displays the project name, the County dollars required to match the grant, the grant dollars allocated to the project, and comments relating to the grant, such as funding source.
- Table 2 - Grants Received Report (Attachment #2). This report shows the grants that have been received during the fiscal year, the name of the project and the amount of the grant.

Options:

1. Accept the FY 2015-2016 County Grant Program Leveraging Status Report.
2. Do not accept the FY 2015-2016 County Grant Program Leveraging Status Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Table 1: Leon County Grants Program Grants Leveraging Summary FY 2015/2016
2. Table 2: New Grants Received Report FY 2015/2016

TABLE 1: LEON COUNTY GRANTS PROGRAM				
GRANTS LEVERAGING SUMMARY - FY2015/2016				
PROJECT	Co. Match	Grant	Total	Comments
Development Support & Env. Management Storage Tank Program subtotal	0 0	116,800 116,800	116,800 116,800	FL Dept. of Environmental Protection
Facilities Management Community Foundation of North Florida Energy Efficient Retrofits for Public Facilities subtotal	0 0 0	750 68,374 69,124	750 68,374 69,124	Annual wreath at the WWII Memorial Florida Department of Ag. & Consumer Serv.
Human Service & Comm. Partnerships - Housing SHIP 2014-2017 (Fund 124) Florida Hardest Hit Program CDBG Housing Rehabilitation Housing Task Force (Knight Grant) subtotal	0 0 0 0 0	424,155 25,000 750,000 10,000 1,209,155	424,155 25,000 750,000 10,000 1,209,155	FL Housing Finance Corp. FL Housing Finance Corp. FL Department of Economic Opportunity FL Department of Economic Opportunity
Intervention and Detention Alternatives Byrne Grant - Enhanced Pretrial Slosberg Driver Education Act Law Enforcement Block Grant subtotal	0 0 0 0	120,000 179,563 24,055 323,618	120,000 179,563 24,055 323,618	FL Dept. of Law Enforcement - JAG \$3 civil traffic penalty for Drivers' Ed. FL Dept. of Law Enforcement - JAG
Judicial Drug Court Veterans Court subtotal	0 0 0	50,273 125,000 175,273	50,273 125,000 175,273	DCF - managed by Court Administration Court Administration

TABLE 1: LEON COUNTY GRANTS PROGRAM				
GRANTS LEVERAGING SUMMARY - FY2015/2016				
PROJECT	Co. Match	Grant	Total	Comments
PLACE				
Tallahassee Community College (Leon Works)	0	100,000	100,000	FL Legislature through TCC
subtotal	0	100,000	100,000	
Public Services - Emergency Medical				
Matching gt M3101	19,245	57,735	76,980	FL Dept. of Health
County gt C2037	0	101,262	101,262	FL Dept. of Health
Matching gt M4080	12,875	38,625	51,500	FL Dept. of Health
Matching gt M4081	11,829	35,486	47,315	FL Dept. of Health
subtotal	43,949	233,108	277,057	
Public Services - Library				
Library E-Rate Program	0	50,190	50,190	FCC funding
Patron Donation - Library	0	128,079	128,079	Individual patron donations
Capelouto Donation	0	4,635	4,635	Holocaust educational material
Friends Literacy Contract	0	40,439	40,439	501 (C)(3) donation
Friends Endowment - 2005	0	117,483	117,483	501 (C)(3) donation
Van Brunt Library	0	125,811	125,811	Proceeds from Caroline Van Brunt estate
subtotal	0	466,637	466,637	
Public Works				
Miccosukee Greenway.	0	271,988	271,988	FL Dept. of Environmental Protection
SR 20/ Geddie Road	0	225,000	225,000	FL Department of Transportation
Mosquito Control	0	80,736	80,736	Mosquito control activities
Robinson Road Flood Relief (legislative appropriation)	0	289,632	289,632	FL Dept. of Environmental Protection
Woodville Hgts Sewer (legislative appropriation)	0	48,410	48,410	FL Dept. of Environmental Protection
Southwood Payment - Woodville Highway	0	50,178	50,178	Proportionate Share Payment
Big Bend Scenic Byway - Phase 2	18,314	765,817	784,131	FL DOT & Community/County Matches
Magnolia Drive Phase 1 Multi-use Trail	0	861,802	861,802	FL Dept. of Transportation
Septic to Sewer (Woodside Heights)	500,000	2,450,000	2,950,000	Northwest FL Water Management District
Natural Bridge Road Bridge Replacement	0	985,227	985,227	FL DOT funds to replace bridge
subtotal	518,314	6,028,790	6,547,104	
Sheriff				
Emergency Management Base Grant	121,155	121,155	242,310	Transfer to LCSO for EM activities
subtotal	121,155	121,155	242,310	
TOTALS	683,418	8,843,660	9,527,078	

TABLE 2: NEW GRANTS RECEIVED REPORT				
FY2015/2016				
PROJECT	BUDGET			COMMENTS
	Grant	Match	Total	
Housing Task Force (Knight Grant)	\$10,000	\$0	\$10,000	Community Foundation of North FL Knight Grant
Septic to Sewer (Woodside Heights)	\$1,950,000	\$500,000	\$2,450,000	Northwest FL Water Management District
Tallahassee Community College (Leon Works)	\$100,000	\$0	\$100,000	Leon Works/Leon Junior Apprenticeship Program
Total	\$1,960,000	\$500,000	\$2,460,000	

**Leon County
Board of County Commissioners**

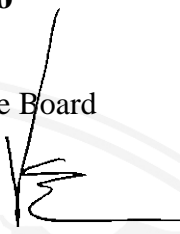
Notes for Agenda Item #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization for the Carry Forward of FY 2016 Adjustments into the FY 2017 Budget

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:	Timothy Barden, Budget Manager Jennifer Donald, Management & Budget Analyst Joshua Pascua, Management & Budget Analyst

Fiscal Impact:

This item has a fiscal impact of \$1,834,671. Funds are available in the FY 2016 budget to be carried forward into the FY 2017 budget.

Staff Recommendation:

Option #1: Authorize the carry forward of FY 2016 adjustments into the FY 2017 budget by adopting the associated resolution and budget amendment (Attachment #1).

Report and Discussion

Background:

This agenda item seeks Board approval of a final year end carry forward budget amendment. On October 25, 2016, the Board approved preliminary FY 2016 carry forwards. Subsequent to the October 25, 2016 meeting, additional year end accounting adjustments (i.e. journal voucher payments, year-end payables, closing of purchase orders, and the booking of deferred revenues) necessitates a final year end budget adjustment to be considered through a carry forward budget amendment.

Analysis:

This item provides for the adjustment of FY 2016 carry forwards for some grant and capital projects continued into FY 2017. The FY 2016 grant and capital carry forward adjustments are reflected in Attachment #1. The FY 2016 capital project carry forward adjustments reflect increases and decreases in appropriations in FY 2017 due to the payment of final expenditures at year end FY 2016.

Options:

1. Authorize the carry forward of FY 2016 adjustments into the FY 2017 budget by adopting the associated resolution and budget amendment (Attachment #1).
2. Do not authorize the carry forward of FY 2016 adjustments into the FY 2017 budget.
3. Board direction

Recommendations:

Options #1

Attachment:

1. Resolution and Budget Amendments for FY 2016 Carry Forward Accounts

RESOLUTION NO.

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

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

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

Adopted this 13th day of December, 2016.

LEON COUNTY, FLORIDA

BY: _____
John E. Dailey, 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 2016/2017

BUDGET AMENDMENT REQUEST

No: BAB17008
Date: 11/28/2016

Agenda Item No: _____
Agenda Item Date: 12/13/2016

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
124	932047	345100	000	Ship Trust Fund 2014-2017	125,412	197,537	322,949
124	932048	345100	000	Ship Trust Fund 2015-2018	490,081	406,815	896,896
125	044003	334785	000	State Revenue	104,738	164,292	269,030
125	925015	334321	000	State Revenue	-	68,374	68,374
125	932077	331520	000	Federal Revenue	734,802	13,525	748,327
305	000	399900	000	Appropriated Fund Balance	15,774,873	984,128	16,759,001

Subtotal: 1,834,671

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
124	932047	585000	554	Ship Trust Fund 2014-2017	125,412	197,537	322,949
124	932048	585000	554	Ship Trust Fund 2015-2018	490,081	406,815	896,896
125	044003	56300	537	Miccosukee Greenways	104,738	164,292	269,030
125	925015	56300	537	Energy Efficient Retrofits		68,374	68,374
125	932077	585000	554	CDBG 2013 Block Grant	734,802	13,525	748,327
305	026003	56400	519	General Vehicle & Equipment	535,849	314,043	849,892
305	026004	56400	538	Stormwater Vehicle & Equipment	283,323	274,574	557,897
				New Stormwater Vehicles & Equipment			
305	026020	56400	538	Equipment	-	380,511	380,511
305	044005	56200	572	Miccosukee Community Center	-	15,000	15,000

Subtotal: 1,834,671

Purpose of Request:

This budget amendment appropriates FY 2016 carry forward adjustments that reflect increases in appropriations in FY 2017 due to the closure of purchase orders and the posting of deferred revenues at the end of FY 2016.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of Proposed Revised Policy No. 01-03, Volunteer Fire Department Annual Budget Allocation and Approval of Volunteer Fire Services Agreement

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Chad Abrams, Chief, Emergency Medical Services Tim Barden, Budget Manager Joshua Pascua, Analyst, Office of Management and Budget

Fiscal Impact:

This item has a fiscal impact. Recommended changes in the payments to the Volunteer Fire Departments totaling \$14,275 is available within the existing VFD budget.

Staff Recommendation:

- Option #1: Adopt the proposed revised Volunteer Fire Department Annual Budget Allocation Policy (Attachment #1).
- Option #2: Approve the proposed amended Volunteer Fire Services Agreement and Authorize the County Administrator to Execute (Attachment #2).

Report and Discussion

Background:

This item seeks Board adoption of proposed revisions to Policy No. 01-03, “Volunteer Fire Department Annual Budget Allocation” (Attachment #1) and approval of an updated agreement (Attachment #2). The Policy currently provides for annual budget allocations to the County’s six volunteer fire departments (VFDs). The VFDs are Lake Talquin Volunteer Fire Department, Lake Jackson Volunteer Fire Department, Bradfordville Volunteer Fire Department, Miccosukee Volunteer Fire Rescue, Inc., Chaires-Capitola Volunteer Fire Department, Inc., and Woodville Volunteer Fire Department, Inc. The current policy was last updated at the September 22, 2009 meeting.

Additionally, this item seeks Board approval of an updated formal agreement with the VFDs. The current VFDs agreements predate the current Fire Services inter-local between the City and the County and need to be updated to clarify current reporting and oversight arrangements. Each VFD is an independent organization requiring a separate agreement. To simplify this process, the County has a common agreement that is the same for each VFD, entitled the Volunteer Fire Services Agreement (Agreement). The Agreement outlines the County and VFD obligations to each other for the provision of fire protection in the unincorporated area.

The Board first adopted a policy providing for annual budget allocations to the VFDs at its February 27, 2001 meeting. The policy was originally put into place to establish a process to provide annual funding allocations to the County’s VFDs. It was the intent of the Board to supplement, not replace, the operational budgets of the VFDs through this annual allocation.

The policy was updated by the Board on September 22, 2009 to incorporate changes necessitated by the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services between the County and the City of Tallahassee. The current policy provides for an annual budget allocation of \$85,000 to be split between the six VFDs and the allocation of funding for apparatus-maintenance. The budget allocation of \$85,000 has remained constant since 2001 while the allocation for apparatus-maintenance has increased annually according to the Consumer Price Index (CPI).

The VFDs have requested the budget allocation increase to support increased operational and equipment costs, such as fuel and protective gear, and to account for inflation. Over the past several months, staff has held a series of meetings with the VFDs to identify feasible alternatives to the budgeting policy. The policy modifications presented in this item are a result of those efforts. During this process it was identified that modifications to the Volunteer Fire Services Agreement were necessary. The policy and Agreement modifications were finalized after the FY17 Budget process. Funding is available in the FY17 VFD budget to accommodate the policy and Agreement revisions and staff recommends moving forward with approval of the policy and Agreement prior to the FY18 Budget process so that the additional allocations can be made to the VFDs in the current fiscal year.

Analysis:

The County has a long history of providing support to the VFDs through direct allocations, as authorized through this policy, and direct support activities including:

- firefighting-related training programs;
- workers compensation insurance coverage;
- liability insurance coverage;
- VFD station utility payments and maintenance;
- dispatch services;
- radio and paging communication equipment;
- support for volunteer recruitment through Volunteer Leon;
- access to purchase supplies and equipment on County and City contracts;
- administrative assistance; and
- medical direction for Emergency Medical Technicians providing first response services.

The annual volunteer fire protection budget is \$482,479. In addition to the apparatus maintenance, budget allocation, and direct VFD support, the County has earmarked \$100,000 annually from the volunteer fire protection budget for fire hydrant installation in the unincorporated area. The County is also anticipating the need to upgrade the radio system within the next 5 years. Funding for the VFD portion of the radio upgrade has been contemplated in the volunteer fire protection budget and is being set aside to offset these future costs.

To accommodate the VFDs request for additional funding while remaining within the current fire protection budget, staff is recommending the following:

- 1) An annual increase in the VFD operating budget allocation (currently \$85,000) based on the CPI. This would be in conjunction with the increase in the apparatus-maintenance budget that increases annually by the CPI or 3% whichever is lower. Assuming a CPI rate of 1.5%, over the next ten years (FY 2027) the VFD operating budget allocation would increase to \$100,125 or by \$15,125.
- 2) The County currently provides vehicle insurance for VFD vehicles, and the cost is shared by the County and the VFDs. The County pays the liability portion of the VFDs' insurance needs (currently \$17,000 per year), and the VFDs pay for vehicle collision insurance costs from their own budgets. For FY 2017, the cost of collision insurance for the VFDs is \$13,000.

To provide additional funding to the VFDs it is recommended that the County also pay the collision portion of the vehicle insurance premium. In addition to the annual operating increase, this would provide the additional support to off-set some of the increased costs to run the VFDs.

Additionally, if the recommended policy changes are approved, staff is recommending the County also enter into amended agreements with each VFD. The current agreements between the County and the VFDs were executed in July 2007. The County Attorney's office drafted an amended agreement to update the current policy changes and included additional language required in all County contracts. The amended Agreement confirms the County's commitment to the VFDs to provide the funding and direct support activities previously mentioned. The amended Agreement also clarifies that the VFDs are required to keep and maintain public records required by the County to perform volunteer fire services. Florida Statutes 119.0701(2) stipulates that all private agencies receiving funding from the County, to provide a service on behalf of the County (fire protection in the unincorporated area in this case), are subject to public records requirements.

The current VFD budget will accommodate and sustain the funding levels proposed in the revised policy. The Chief of Emergency Medical Services who manages the VFD contracts has met with the VFDs regarding the policy and contract changes, and the changes are supported by the VFDs.

Options:

1. Adopt the proposed the revised Volunteer Fire Department Annual Budget Allocation Policy.
2. Approve the proposed amended Volunteer Fire Services Agreement and Authorize the County Administrator to Execute.
3. Do not adopt the revised Volunteer Fire Department Annual Budget Allocation Policy.
4. Do not approve the proposed amended Volunteer Fires Services Agreement.
5. Board direction.

Recommendation:

Options #1 & #2.

Attachments:

1. Proposed revised Policy No. 01-03, Volunteer Fire Department Annual Budget Allocation
2. Proposed amended Volunteer Fire Services Agreement

9.12

Board of County Commissioners Leon County, Florida

Policy No. 01-03

Title: Volunteer Fire Department Annual Budget Allocation
Date Adopted: ~~September 22, 2009~~ December 13, 2016
Effective Date: ~~October 1, 2009~~ December 13, 2016
Reference: N/A
Policy Superseded: ~~N/A~~ Policy No. 01-03 adopted on February 27, 2001, amended on September 22, 2009

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 01-03 Volunteer Fire Department Annual Budget Allocation, amended by the Board of County Commissioners on September 22, 2009, is hereby further amended and a new amended policy adopted in its place, to wit:

Given the Board's adoption of a Fire Services Fee as a part of the FY 2009/10 Annual Budget for purposes of funding fire services in the unincorporated County and, in light of the fact that the fee may have an impact on the fundraising ability of the County's Volunteer Fire Departments (VFDs), the Board establishes an annual VFD budget allocation and apparatus maintenance allocation to be funded through the fee.

1. Board Intent

- a. The VFD annual budget allocation is intended to supplement, not replace, the operational budgets of the VFDs. Each qualifying VFD is eligible for an annual budget allocation and an apparatus maintenance allocation from the County.
- b. The disposition of the Board will be to not approve additional funding requests on the part of the VFD's made outside the normal budget process.
- c. If the County Administrator or his designee determines that ~~a VFD is not following~~ the procedures herein are not being followed by a VFD, funding shall not be remitted to the VFD until the VFD complies with the requirements of the County.

2. Procedures

- a. Each VFD ~~shall will~~ submit an annual budget request to the County no later than March 31. This budget-request shall be for the fiscal year, commencing the following October 1.
- b. The annual budget request shall be in the format approved by the County Administrator or his designee; and shall include a list of total VFD anticipated expenditures and revenues by category for the subsequent fiscal year (October 1 to September 30).
- c. The disbursement of the VFD=s budget allocation shall occur annually upon the

**Volunteer Fire Department Annual Budget Allocation
Policy No. 01-03**

receipt of a payment request from the VFD to the County. The requests shall be made prior to October 1. Funds will not be disbursed without a formal request being processed.

- d. Each VFD shall be required to submit an annual report to the County by October 31 for the preceding fiscal year's activity. The report shall be in the format approved by the County Administrator or his designee; and shall include an itemized list of total VFD actual expenditures and revenues by category for the prior fiscal year (October 1 to September 30)
- e. The annual report will be reviewed to determine unspent balances. If, over a period of time, a determination is made the VFD is accumulating unbudgeted large balances, subsequent year funding may be reduced to draw down these funds.

3. Criteria

- a. Each VFD shall be in good standing, with a valid County Recognition Agreement and required Mutual Aid Agreement(s) to be eligible for County funding. The following existing six County VFD's shall be eligible for the annual County-county budget allocation provided that they remain in good standing with active mutual aid agreements with the Tallahassee Fire Department: Chaires-Capitola VFD, Bradfordville VFD, Lake Jackson VFD, Lake Talquin VFD, Miccosukee VFD, and Woodville VFD.
- b. All funds shall be expended in accordance with the laws of the State of Florida.
- c. The VFD annual budget allocations shall be based on a formula, which has been developed and updated annually by the VFD Chiefs and approved by the County Administrator, or his designee, which considers relevant fire services criteria. This formula shall be applied to the established \$85,000 in direct allocation for VFD annual funding. The budget allocation shall be established at a base of \$86,275 and shall be adjusted annually according to the Consumer Price Index for All Urban Consumers (All items) as of April 1, or three percent (3%), whichever is lower, but shall not decrease below the established base.
- d. The apparatus-maintenance allocation shall be provided for each apparatus that the VFD operates in the normal course of fire suppression, to a maximum of five total apparatus per VFD. Eligible apparatus must meet criteria established by the County Administrator or his designee that shall consider National Fire Protection Association standards. The apparatus-maintenance allocation amount shall be established at a base of \$3,162,706, and shall be adjusted annually according to the Consumer Price Index for All Urban Consumers (motor vehicle maintenance and repair) as of April 1 or three percent (3%), whichever is lower, but shall not decrease below the established base. Apparatus- maintenance funds shall only be used for apparatus-maintenance with certification provided to the County annually.

VOLUNTEER FIRE SERVICES AGREEMENT

THIS VOLUNTEER FIRE SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2007, by and between Leon County, Florida, a political subdivision of the State of Florida and Charter County hereinafter referred to as "the County" and _____ Volunteer Fire Department, Inc., hereinafter referred to as "the VFD".

RECITALS

WHEREAS, §401.435, Florida Statutes (20062016), provides that "each first responder agency must take all reasonable efforts to enter into a memorandum of understanding with the emergency medical Services licensee within whose territory the agency operates in order to coordinate emergency medical services at an emergency scene"; and,

WHEREAS, the term "first responder agency" includes volunteer fire departments that render, as part of its routine functions, on-scene patient care before emergency medical technicians or paramedics arrive; and

WHEREAS, Rule 64 E-2.004, Florida Administrative Code, provides that each provider of basic life support services, as defined under Chapter 401 shall maintain on file for inspection and copying by the Department of Health, Bureau of Emergency Medical Services, its current contract for a medical director by which it employs or independently contracts with a physician qualified to be its medical director; and

WHEREAS, ~~on March 31, 1988~~ by Agreement dated April 16, 2009, as amended, the County entered into ~~a Fire Services-an Interlocal~~ Agreement with the City of Tallahassee, for the purposes of obtaining services for fire protection and related services, including First Response Advanced Life Support and Basic Life Support Services, ~~in the unincorporated area of the County~~; and

WHEREAS, in accordance with the ~~Fire Services-Interlocal~~ Agreement, the City of Tallahassee is required to ~~provide enter into mutual aid agreements with the each~~ Volunteer Fire Departments, ~~managerial and organizational assistance; worker compensation coverage; volunteer fire fighter certification training to all volunteer department personnel; and basic life support training to all volunteer fire fighters~~ which shall include provisions governing dispatch, required training, on-scene command and control, communications, co-location, and procurement of supplies and equipment; and

WHEREAS, in accordance with the ~~Fire Services-Interlocal~~ Agreement the City is required to make good faith efforts to establish mutual aid agreements with all current and proposed volunteer fire departments in the unincorporated area, recognized by Leon County, which agreement at a minimum include provisions for organizational capacity, chain of command, communications, dispatching, training and apparatus maintenance; and

WHEREAS, in the past, the County has entered into separate agreements with the Volunteer Fire Departments, recognizing same and providing for First Response Basic Life Support Medical Direction Services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties do agree as follows:

1. DEFINITIONS.

“Basic Life Support” shall mean treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, CPR, splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of sub-cutaneous injection using a pre-measured auto-injector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“BLS-Certified” shall mean certified by Florida Department of Health to perform Basic Life Support pursuant to Chapter 401, Florida Statutes.

~~“Fire Services Agreement” shall mean a certain agreement entered into on March 31, 1988, by and between City of Tallahassee, a Florida municipal corporation and Leon County, Florida, a political subdivision of the State of Florida, for the provision of fire protection and related services in the unincorporated area of the County.~~

“First Response Medical Services” shall mean any emergency medical service which uses first-response Basic Life Support services provided by the Volunteer Fire Department under the ~~Fire Services~~ Interlocal Agreement.

“Interlocal Agreement” shall mean a certain agreement dated April 16, 2009, as amended, by and between City of Tallahassee, a Florida municipal corporation and Leon County, Florida, a political subdivision of the State of Florida, for the provision of fire protection and related services.

“Medical Director” shall mean the licensed emergency physician designated by the County to serve as the Medical Director with regard to the Leon County EMS program.

“Medical Protocol” shall mean any treatment-specific or problem-oriented written statement of standard procedure or algorithm, promulgated by the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.

“Volunteer Fire-Fighter” shall mean those members of existing and future County approved volunteer fire-fighting organizations operating in the unincorporated area of the County, who are certified volunteer fire-fighters who have been trained to provide Basic Life Support services and who are BLS-Certified.

2. TERM.

The term of this Agreement shall commence on the date on which it has been executed by both parties, and shall end on September 30, ~~2007~~ 2017, subject to automatic annual renewal, unless earlier terminated pursuant to the provisions of this Agreement.

3. COUNTY OBLIGATIONS.

The County agrees, subject to annual budgetary appropriation, in the sole discretion of the Board of County Commissioners, to

- a. provide an apparatus maintenance funding allocation;
- b. provide firefighting-related training programs;
- c. provide workers compensation insurance coverage, liability insurance coverage, vehicle insurance coverage, including comprehensive and collision;
- d. provide VFD station utility payments and maintenance, limited to County owned facilities only;
- e. provide dispatch services through the Consolidated Dispatch Agency;
- f. provide radio and paging communication equipment;
- g. provide support for volunteer recruitment through Volunteer Leon;
- h. provide access to purchase supplies and equipment on County and City contracts;
- i. provide medical direction for BLS-Certified Volunteer Fire-Fighters providing First Response Medical Services.

3.4. VFD OBLIGATIONS.

a. The VFD shall be incorporated as a not-for-profit corporation in the State of Florida and maintain that status pursuant to the requirements of the Division of Corporations, Florida Department of State and other applicable state law. The VFD shall have a governing body, designated officers, and a board of directors. ~~The VFD shall act in accordance with the terms of the Mutual Aid Agreement between the VFD and the Tallahassee Fire Department (TFD), and the terms of this Agreement.~~ The VFD shall provide the County with copies of its Articles of Incorporation, corporate by-laws, organizational chart and all operational procedures.

~~b. The VFD shall provide the County with copies of its Articles of Incorporation, corporate by-laws, organizational chart and all operational procedures.~~

b. A map depicting the proposed response area for the VFD shall be prepared by the VFD and provided to the County. Subject to the approval of the County, the VFD shall operate only within its designated response area, unless requested by the Tallahassee Fire Department to provide assistance in another response area or unless the VFD receives a request from a fire department outside Leon County, pursuant to a mutual aid agreement with that other department.

c. The VFD shall adhere to guidelines regarding fund raising as promulgated by the County. The operating procedures of the VFD shall ensure that the Volunteer Fire-Fighter's duties and responsibilities are exercised in a competent and professional manner and shall include disciplinary procedures to address inappropriate conduct. The VFD shall require each Volunteer Fire-Fighter to abide by the terms of this Agreement. It shall be the responsibility of the VFD to ensure compliance of its members with the provisions of this Agreement.

~~e. The VFD shall require each individual member to abide by the terms of this Agreement. It shall be the responsibility of the VFD to ensure compliance of its members with this Agreement.~~

~~d. A map depicting the proposed response area for the VFD shall be prepared by the VFD and approved by the County. The VFD shall operate only in its designated response area, unless requested by the Tallahassee Fire Department to provide assistance in another response area or unless the VFD receives a request from a Fire Department outside Leon County, pursuant to a Mutual Aid Agreement with that other Department.~~

d. The VFD shall make available all of its records and reports for inspection by the County at all reasonable times, and the VFD shall provide, if so requested by the County, all information and reports within a reasonable period of time.

The VFD shall comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:

- 1) Keep and maintain public records required by the County to perform the volunteer fire services required under this Agreement.
- 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the VFD does not transfer the records to the County.
- 4) Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the VFD or keep and maintain public records required by the County to perform the Services required hereunder. If the VFD transfers all public records to the County upon termination of the Agreement, the VFD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VFD keeps and maintains public records upon termination of the Agreement, the VFD shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

e.5) IF THE VFD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VFD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (insert telephone number, e-mail address, and mailing address).

~~f. The VFD shall adhere to guidelines regarding fund raising as promulgated by the County.~~

~~g. The operating procedures of the VFD shall insure that the volunteer's duties and responsibilities are exercised in a competent and professional manner and shall include disciplinary procedures to address inappropriate conduct~~

~~h. The County may provide general liability insurance coverage for the authorized VFD's fire house and certain vehicles by procuring insurance coverage for the Leon County Volunteer Fire Services Joint Venture Agreement members. Membership in the Leon County Volunteer Fire Services Joint Venture Agreement will be necessary to receive insurance benefits. The VFD shall provide the necessary information to the County in order to enable the County to assess insurance needs. Regardless of the provision of insurance under this Agreement, the County shall in no way be responsible or liable for any acts or omissions of the VFD, its volunteers, officers, agents and employees nor any VFD property, apparatus or equipment, or the maintenance thereof.~~

~~i.e. The VFD shall establish and maintain a Mutual Aid Agreement with the City of Tallahassee and abide by all terms and conditions thereof.~~

~~j. Termination of this Agreement will result in the immediate suspension of coverage under any and all insurance policies which may then be in effect, to the extent of coverage provided by premiums paid by the County, and effectuate an immediate disqualification of such VFD as an entity with authority to respond to any emergency in Leon County.~~

~~k. Pursuant to the Mutual Aid Agreement entered into by the Tallahassee Fire Department and the VFD, the VFD must acquire vehicle and liability insurance. The County may provide financial assistance to the VFD in acquiring or retaining such coverage. Financial assistance may be limited by the County to the payment of a sum to be used for the partial payment of the insurance premiums.~~

5. INSURANCE.

The VFD shall provide the necessary information to the County in order to enable the County to assess insurance needs. Regardless of the provision of insurance provided for under this Agreement, Section 3. c., the County shall in no way be responsible or liable

for any acts or omissions of the VFD, its Volunteer Fire-Fighters, officers, agents and employees nor any VFD property, apparatus or equipment, or the maintenance thereof.

Termination of this Agreement may result in the immediate suspension of coverage under any and all insurance policies which may then be in effect, to the extent of coverage provided by premiums paid for by the County.

4.6. PROVISION OF MEDICAL DIRECTOR SERVICES.

a. The County agrees that throughout the term of this Agreement (including any extensions thereof), it will provide a Medical Director for the provision of First-Response Medical Services by the VFD, who will meet the requirements of, and will perform all duties and obligations required of a Medical Director under applicable law (including without limitation, Chapter 401, Florida Statutes). Specifically, the County shall provide a Medical Director, who is required to assume direct responsibility for the Medical Protocols of all BLS-Certified Volunteer Fire-Fighters, only to the extent that they are performing First-Response Medical Services.

b. The VFD agrees that all of its volunteer fire-fighters operating under the Fire Services Agreement who are providing First-Response Medical Services shall comply with all Medical Protocols approved by the Medical Director.

c. The VFD agrees to fully comply with the County's Continuous Quality Improvement Program, consistent with and pursuant to Rule 64E – 2.004, Florida Administrative Code, as may be amended from time to time.

5.7. INDEPENDENT CAPACITY OF VFD.

a. The VFD shall act in the capacity of an independent party and not as an officer, employee, or agent of Leon County. Neither the VFD nor its Volunteer Fire-Fighters, officers, agents, volunteers, employees, sub-contractors or assigns shall represent or hold themselves out to others that it is the authority defined as Leon County, Florida or employees or agents of the County.

b. The VFD agrees to take such actions as are necessary to ensure that each volunteer of the VFD will not be considered or permitted to be an agent, servant, joint venturer or partner of Leon County.

c. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship with the VFD to the County is that of an independent contractor or party and not that of an employee, agent or officer of the County. No statement contained in this Agreement shall be construed so as to find that VFD or its volunteer fire-fighters are entitled to any of the rights, privileges or benefits of the County or the County's officers, agents or employees.

6.8. ASSIGNMENT.

Neither the County nor the VFD shall assign or transfer any interest in this Agreement without the prior written consent of the other Party.

7.9. CONFIDENTIALITY/BUSINESS ASSOCIATE PROVISIONS.

a. Obligations. The VFD shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA"), to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Provision of Services being provided under this Agreement. In conformity therewith, VFD agrees that it will:

- 1) Not use or further disclose PHI except as permitted under this Agreement or as required by law;
- 2) Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;
- 3) Mitigate, to the extent practical, any harmful effect that is known to VFD of use or disclosure of PHI by VFD in violation of this Agreement;
- 4) Report to the County any use or disclosure of PHI not provided for by this Agreement of which VFD becomes aware;
- 5) Ensure that any agents or subcontractors to whom VFD provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to VFD with respect to such PHI under this Agreement;
- 6) Make PHI available to the County and to the individual as a right of access as required under HIPAA within 30 days of the request by the County regarding the individual;
- 7) Incorporate any amendments to PHI when notified to do so by the County;
- 8) Provide an accounting of all users or disclosures of PHI made by VFD as required under HIPAA privacy rule within 60 days;
- 9) Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining VFD's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by VFD on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

b. Termination: Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the VFD has violated a term or provision of this section pertaining to the VFD's material obligations under HIPAA privacy rules, or if the VFD engages in conduct which would, if committed by Leon County, result in a violation of the HIPAA privacy rule by the County.

- c. Return or Destruction of Health Information: Upon termination, cancellation, expiration, or other conclusion of this Agreement, the VFD, if feasible, shall return to Leon County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under VFD's custody or control or which the VFD received from or on behalf of Leon County, including any copies of and any health information or compilation derived from and showing an identification of such PHI or such health information. The VFD shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the VFD shall certify under oath in writing to the County of such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.
- d. Continuing Obligations: The VFD's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.
- e. Response to Subpoenas: In the event that the VFD receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the VFD's security measures, the VFD shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.

8.10. INDEMNIFICATION.

- a. The VFD shall indemnify, defend, save and hold the County, its officials, officers, agents, and employees harmless from and against any and all claims, liability, losses, and/or causes of action or actions which may arise from any act or omission or willful misconduct of the VFD, its officers, officials, agents, ~~volunteers~~ Volunteer Fire-Fighters and employees, whether intentional or unintentional. In such claims against the County arising under this Agreement, the County may, at its sole option defend itself or allow the VFD to provide such defense. This provision shall survive any termination or expiration of this Agreement.
- b. The County agrees to pay the VFD the sum of ten dollars (\$10.00) and other good and valuable consideration, as specified consideration for this indemnification provision, the receipt and sufficiency of which is hereby accepted and acknowledged by both parties.

9.11. TERMINATION.

Either party may terminate this Agreement by giving the other party hereto thirty days written notice of termination. The County shall not be required to give the VFD such thirty-day written notice if, in the opinion of the County, the VFD is unable to perform its

obligations hereunder or if in the County opinion, the VFD is acting in an unsatisfactory manner. In such case, the County may immediately terminate the Agreement by mailing notice of termination to the VFD. Termination of this Agreement shall have the effect of creating an immediate disqualification of such VFD as an entity with authority to respond to any emergency in Leon County.

~~10.~~12. CONSTRUCTION AND CONFLICT.

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. The provisions of this Agreement shall supersede and take precedence over any conflicting provisions of any other Agreements between the parties now in effect.

~~11.~~13. VENUE.

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

~~12.~~14. SEVERABILITY.

If any of the provisions of this Agreement should be declared illegal, void, or unenforceable, the other provisions shall not be affected thereby, but shall remain in full force and effect.

~~13.~~15. ENTIRE AGREEMENT.

It is understood and agreed that this _____ page Agreement is the entire agreement between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matters contained herein.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

By signing this _____ page Agreement, the Parties agree that they have read and agree to the entire Agreement.

In witness thereof, the Parties hereto have caused this Agreement to be executed this _____ day of July, 2007, by their undersigned officials as duly authorized.

VOLUNTEER RESCUE
FIRE DEPARTMENT, INC.

By: _____

Its: _____

(Corporate Seal)

Attested by: _____

Its: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ and _____, as _____ and _____ respectively, on behalf of the _____ VOLUNTEER FIRE DEPARTMENT, INC.

Signature of Notary Public, State of Florida

Print, Type or Stamp Commissioned Name
of Notary Public

___ Personally known

___ Produced Identification

Type of Identification Produced _____ (_____) _____ (_____)

Leon County, Florida

By: _____

John E. Dailey, Chairman
Board of County Commissioners

ATTEST:
Gwen Marshall, 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 #8**

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Below Market Lease with World Ballet, Inc. for 1,800 Rentable Square Feet (RSF) Unit 202 in the Lake Jackson Town Center and Adoption of the Associated Resolution

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:	Mike Battle, Real Estate Specialist, Division of the Real Estate Management

Fiscal Impact:

This item has a fiscal impact. The projected revenue from the proposed lease is \$18,396 annually, with total projected revenue over the initial term of the lease of \$55,188. The proposed first year rental rate is 60% of the current market rate for the Lake Jackson Retail Area, the second year rental is 79% of the market and the third year is 82%. If Tenant exercises its right to the one continuation period of three years, additional projected revenue of \$64,239 is possible. During this continuation period, rent will increase to 90% of the current market rate.

Staff Recommendation:

- Option #1: Approve the Below Market Lease for use of unit 202 by World Ballet, Inc. for a period of three (3) years commencing January 1, 2017 and ending December 31, 2019, with one (1) additional three (3) year Continuation Period (Attachment #1), and Authorize the County Administrator to Execute.
- Option #2: Adopt the Associated Resolution (Attachment #2), and authorize the Chairman to Execute.

Report and Discussion

Background:

This item seeks approval to issue a below market Lease, as defined in the Leon County Real Estate Policy, and adoption of the associated resolution, for the use of 1,800 SF in unit 202 of Lake Jackson Town Center at Huntington by World Ballet, Inc. (WBI). The agreement is for a period of three years commencing January 1, 2017 and ending December 31, 2019, with one additional three year continuation period (Attachments #1 and #2).

In late May 2016, Mr. Henry Hernandez, Artistic Director of World Ballet, Inc. approached the Office of Real Estate Management looking for any space that the County might have that they could rent, so they could relocate their dance studio from the Northwood Center. Under the direction of RE Management, NAI/TALCOR showed several spaces in the Lake Jackson Town Center to Mr. Hernandez. Mr. Hernandez indicated the rent was higher than what World Ballet could afford.

On September 6, the rental agent for TALCOR called and relayed that the World Ballet, Inc.'s current space was negatively impacted by Hurricane Hermine and they needed to move immediately. To assist WBI with their immediate need, a Temporary License Agreement was entered into allowing WBI to occupy unit 202 at the Lake Jackson Town Center under a temporary full service rate of \$1,750 per month or \$11.67 per square foot. On October 8, 2016, WBI requested consideration of a permanent lease that would be below the current market rate at the Lake Jackson Town Center of \$15.00 per square foot to make their relocation permanent (Attachment #3).

Analysis:

World Ballet, Inc. (WBI) is a nonprofit performing arts organization with the mission of influencing the community by promoting diversity through their high-level academy training, extensive education outreach programming, West African classes, and extraordinary performances and through unique collaborations, to elevate the artistry of the dance within the Tallahassee/Big Bend region. With no other demands for the space, the Division of the Real Estate Management proceeded to negotiate with WBI regarding permanently leasing space at the Lake Jackson Town Center, in order to provide a benefit to northwest Leon County and the surrounding community.

In consideration of the request for a below market lease, Real Estate Management Division entered into discussions with WBI for a below market rate lease. Leon County has proposed a lease to WBI for the 1,800 RSF at a full service rental rate of \$8.33 per rentable square foot (PRSF) for the first year. Following the initial one-year term, the base rent will increase to \$11.00 PRSF during the second year and \$11.33 PRSF in the third year, and a 3% per annum increase for each additional year, thereafter.

The Leon County Real Estate Policy, in section 12.8.1.1, states that the County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete a conveyance, modification, or termination of a Lease for any part of the LC Government Annex or Lake Jackson Town Center except when Lease conveyance or modification shall include a rental rate of less than 90 percent of the Fair Market Rent.

To determine if the space at the Lake Jackson Town Center was still priced competitively, the Real Estate Management Division requested NAI/TALCOR conduct an updated comparative market analysis of the Lake Jackson Retail Area. The results of the competitive market analysis indicate the following:

	Lake Jackson Town Center	Lake Jackson Trading Post	Oak Valley Shopping Center			
Anchor	Leon County Northwest Library	Winn Dixie	Publix	Average Rental Rate	Rent Offered to WBI	% of Market
Rent PRSF	15.00	16.71	9.83	13.85	8.33	60%

The current rates being charged for the Lake Jackson Town Center are slightly above the average rental for all three comparative shopping centers. The major difference is that the Lake Jackson Town Center does not have a major shopping anchor draw, but rather the library, which does not drive retail expenditures. Given this variance, it is not unreasonable to offer a below market rate to WBI due to the circumstances of them having to relocate quickly due to the damage at their previous location, and the availability of space at the Lake Jackson Town Center. In addition, the below market rate is structured to move the location to market rates after three years.

Due to the benefits WBI will bring to the area and there being no other demand for the space, the Division of the Real Estate Management recommends proceeding with the approval of this below market lease agreement.

Options:

1. Approve the below market Lease for the use of unit 202 by World Ballet, Inc. for a period of three (3) years commencing January 1, 2017 and ending December 31, 2019, with one (1) additional three (3) year Continuation Period, and Authorize the County Administrator to Execute (Attachment #1).
2. Adopt the Associated Resolution (Attachment #2), and authorize the Chairman to Execute.
3. Do not approve the below market Lease for the use of unit 202 by World Ballet, Inc. for a period of three (3) years commencing January 1, 2017 and ending December 31, 2019, with one (1) additional three (3) year Continuation Period.
4. Do not adopt the Associated Resolution.
5. Board direction

Recommendation:

Options #1 & #2.

Attachments:

1. Proposed Lease Agreement between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("Landlord"), and WORLD BALLET, INC., a Florida Not for Profit Corporation
2. Resolution of the Board of County Commissioners, Florida, of the intent to lease space at the Lake Jackson Town Center, pursuant to Fla. Statute § 125.38, to World Ballet Incorporated, a Florida Not for Profit Corporation
3. Letter from World Ballet Incorporated requesting consideration of below market rate

LAKE JACKSON TOWN CENTER AT HUNTINGTON LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the "Effective Date" (as defined in Section 1.1 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("Landlord"), and **WORLD BALLET, INC.**, a Florida not for profit corporation, whose mailing address is 700 East Jefferson Street, Tallahassee, Florida 32301 ("Tenant"), joined by DALE O. SMITH, as guarantor ("Guarantor").

WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

Article 1. Effective Date; Premises; Term

1.1. **EFFECTIVE DATE.** The effective date of this Lease shall be the date upon which the last of the parties executes the Lease (the "Effective Date").

1.2. **PREMISES.**

1.2.1. **Definitions.** For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

1.2.1.1. "Town Center" means the single-story retail center known as Lake Jackson Town Center at Huntington, and its appurtenances, located at 3840 North Monroe Street, Tallahassee, Leon County, Florida 32303 which contains approximately 69,262 square feet of Net Rentable Area. Town Center is situated on the real property described in Exhibit "A".

1.2.1.2. "Premises" means collectively all those portions of Town Center occupied exclusively by Tenant and depicted on Exhibit "B" attached hereto as the area designated as Suite 202.

1.2.1.3. "Common Areas" means the areas in Town Center designated by Landlord, from time to time, for use in common by all tenants of Town Center including, but not limited to, the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas.

1.2.1.4. "Net Rentable Area" means the area within the Premises measured from the inside surface of the outer glass, finished column or exterior wall enclosing the Premises to the inside surface of the opposite outer glass, finished column or exterior wall, or to the mid-point of the demising walls separating the Premises from Common Areas (as defined herein) and from areas leased to, or held for lease to, other tenants.

1.2.1.5. "Possession Date" means the date that Tenant takes possession of the Premises, as further defined in Section 1.7 below, or likewise takes possession of any New Premises, as that term is defined in Section 4.6 below.

1.2.1.6. "Commencement Date" means the date that the Term of the Lease commences as further defined in Section 1.5 below.

1.2.2. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Lease (and notwithstanding any provisions of this Lease to the contrary), shall be deemed to be comprised of One Thousand Eight Hundred (1,800) square feet of Net Rentable Area. Except in the event of an emergency, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

1.3. PROPERTY MANAGER. As of the Effective Date of this Lease, the management services for Town Center are provided by the Leon County Facilities Management Division, 1907 South Monroe Street, Tallahassee, FL 32301 (the "Property Manager"). Landlord, at its discretion, may retain the management services of other companies during the term of this Lease, or may provide management services through its own employees.

1.4. COMMON AREAS. Tenant and its employees and customers shall have the nonexclusive right during the Term of this Lease to use the Common Areas.

1.5. LEASE TERM. The term of this Lease (the "Term") shall be for three (3) years. The Term shall commence January 1, 2017 (the "Commencement Date").

1.6. EARLY TERMINATION OPTION. This Section has been intentionally deleted.

1.7. DATE OF POSSESSION. Tenant shall be deemed to have taken possession of the Premises on the date that Tenant commences any Tenant Alterations, as that term is defined in Section 5.1.3 below, or, if no Tenant Alterations are to be undertaken, the date that Tenant commences moving in furniture, furnishings, and equipment to the Premises, or otherwise commences readying the Premises for conduct of business (the "Possession Date"). In no event shall Tenant commence possession of the Premises until Tenant has provided Landlord with a certificate of insurance evidencing the insurance coverages that Tenant is obligated to maintain pursuant to this Lease.

1.8. ACCEPTANCE OF PREMISES. On, or before, the Possession Date, Tenant shall have an opportunity to inspect the mechanical, plumbing and electrical systems serving the Premises to ensure that said systems are in good working order prior to the Commencement Date of this Lease. Except as provided herein, or unless otherwise agreed upon in writing by the Parties, Tenant's continuation of its possession of the Premises after the Commencement Date of this Lease shall be conclusive evidence of Tenant's acceptance of the Premises in such as-is condition as of the Commencement Date, and acknowledgement that the Premises are in the condition called for hereunder and are suitable for the purposes for which the same are leased. Tenant further acknowledges that Landlord has made no warranties or representations as to either the condition or the suitability of the Premises in terms of the Permitted Use as specified in Section 4.1 below.

1.9. CONTINUATION OF TERM. The initial Term of this Lease may be continued at Tenant's option for one (1) additional period of three (3) years (hereinafter identified as the "Continuation Period"), subject to the following conditions:

1.9.1. Tenant shall deliver to Landlord, no later than one hundred eighty (180) days prior to the expiration of the initial Term written notification of its desire to continue the initial Term (the "Continuation Notice"); provided in the event Tenant fails to deliver a Continuation Notice to Landlord within the above timeframe, Landlord shall notify Tenant in writing. Tenant shall have ten (10) days after receipt of said notice from Landlord to deliver a Continuation Notice to Landlord, and in the event Tenant does not deliver a Continuation Notice to Landlord within said ten (10) day period, Tenant shall be deemed to have waived its right to continue this Lease as stated herein;

1.9.2. as of the dates Tenant exercises the right to continue into the Continuation Period, no event of default (beyond the expiration of any applicable notice and cure period) exists under the Lease and no event to which Tenant has notice is occurring which with the passage of time or the giving of notice (or both) would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.9.3. the covenants and conditions of this Lease in force during the initial Term, as the same may be modified from time to time, shall continue to be in effect during the Continuation Period; and

1.9.4. the Monthly Full Service Rent Amount for the Continuation Period shall be in accordance with the schedule provided in Section 2.2 below.

Article 2.

Full Service Rent; Additional Rent.

2.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

2.1.1. "Base Rent" means the rent amount payable for the use of the Premises, exclusive of Operating Expenses, as defined in Section 3.2 below, Sales and Use Tax, as defined in Section 2.3 below, and Additional Rent, as defined in Section 2.4 below.

2.1.2. "Full Service Rent" means the rent amount payable for the use of the Premises comprising the sum of the Base Rent amount and the Operating Expenses amount, but exclusive of Sales and Use Tax and Additional Rent.

2.1.3. "Rental Period" means a 12-month period, or any portion thereof, proposed for occupancy of the Premises.

2.1.4. "Months to Rent" means the number of months, between zero and twelve, proposed for rental of the Premises in any one Rental Period. In any multi-year proposals, the first rental period shall always be for a full 12 months.

2.1.5. "Annualized Base Rental Rate" means the amount of Base Rent calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.6. “Annualized Full Service Rental Rate” means the amount of Full Service Rent calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.7. “Annualized Operating Expenses Rate” means the amount of Operating Expenses, as defined in Section 3.2 below, calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.8. “Monthly Full Service Rent Amount” means the proposed amount of Full Service Rent on a monthly basis, calculated by multiplying the Annualized Full Service Rental Rate by the total amount of Net Rentable Area in the Premises and dividing that number by twelve.

2.1.9. “Rental Period Full Service Rent Amount” means the total proposed amount of Full Service Rent payable in any one Rental Period calculated by multiplying the Monthly Full Service Rent Amount by the Months to Rent.

2.1.10. “Building Standard” means the standard expected in good quality retail space in the local Tallahassee market.

2.1.11. “Building Standard Condition” means the condition of the Premises, less normal wear and tear, as good quality retail space within competing retail centers located in the Tallahassee area including, but not limited to, good quality tenant improvements including drywall and suspended acoustical ceilings, suspended acoustical ceiling light fixtures, ceiling supply and return air diffusers, gypsum drywall walls, upgraded carpet, wall finishes, solid core doors, door hardware, fire alarm system, heating, ventilation, and air conditioning system (“HV/AC”), electrical systems, and plumbing systems, in accordance with the architectural and engineering plans and specifications utilized to complete such tenant improvements.

2.1.12. “Business Day,” as it applies to a notice requirement or other such deadline in this Lease, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday (as hereinafter defined). Notwithstanding anything herein to the contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant’s business hours.

2.1.13. “Holiday,” as it applies to a notice requirement or other such deadline in this Lease, means any of the following days on which the Leon County Board of County Commissioners close for business in observance of a holiday: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year’s Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year’s Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday. Notwithstanding anything herein to the

contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant's business hours.

2.2. MONTHLY FULL SERVICE RENT. Tenant agrees to pay a Monthly Full Service Rent Amount on the first (1st) day of each month of the Term in accordance with the following schedule:

2.2.1. For the first twelve-month Rental Period of the Term, the Monthly Full Service Rent Amount shall be One Thousand Two Hundred Forty-Nine and 50/100 Dollars (\$1,249.50) based on an Annualized Full Service Rental Rate of \$8.33 per square foot which, Landlord and Tenant acknowledge and agree, comprises the following allocation:

2.2.1.1. An Annualized Base Rental Rate of \$4.33 per square foot; and

2.2.1.2. An Annualized Operating Expenses Rate of \$4.00 per square foot.

2.2.2. For the second twelve-month Rental Period of the Term, the Monthly Full Service Rent Amount shall be One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00) based on an Annualized Full Service Rental Rate of \$11.00 per square foot which, Landlord and Tenant acknowledge and agree, comprises the following allocation:

2.2.2.1. An Annualized Base Rental Rate of \$7.00 per square foot; and

2.2.2.2. An Annualized Operating Expenses Rate of \$4.00 per square foot.

2.2.3. For each successive Rental Period of the Term after the second Rental Period, including the Continuation Period, the Monthly Full Service Rent Amount shall be based on an increase of three percent (3%) over the Annualized Full Service Rental Rate paid in the previous Rental Period just ended which, Landlord and Tenant acknowledge and agree, shall comprise the sum of the Annualized Base Rental Rate and the Annualized Operating Expenses Rate for each such Rental Period.

2.3. SALES AND USE TAX. Together with the Monthly Full Service Rent, Tenant agrees to pay any and all rental, sales, or use taxes levied by any governmental body for the use or occupancy of the Premises (hereinafter "Sales and Use Tax").

2.4. ADDITIONAL RENT. All charges, other than Monthly Full Service Rent and Sales and Use Tax, payable by Tenant under the terms of this Lease shall hereinafter be referred to as "Additional Rent". Unless this Lease provides otherwise, all Additional Rent shall be paid together with the Monthly Full Service Rent and Sales and Use Tax.

2.5. PAYMENT OF RENT. The terms Monthly Full Service Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent." Each monthly installment of Rent shall be made payable to Landlord and be delivered on the first (1st) day of each month of the Term, without demand, set off or deduction, on Landlord's behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing. Provided however, if the Commencement Date should be a

date other than the first day of a calendar month, then the first installment of Monthly Full Service Rent shall be prorated by multiplying the regular monthly installment of Full Service Rent by a fraction, the numerator of which is the number of days from the Commencement Date through the final day of the first calendar month of the Term and the denominator of which is the total number of days in the calendar month in which the Commencement Date occurs.

2.6. **LATE CHARGES.** If, within ten (10) days after its due date, any Monthly Full Service Rent Amount payment or other payment due under this Lease is not delivered to Landlord as provided in Section 2.5 above, Tenant shall pay, in addition to such payment, a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and 00/100 Dollars (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of twelve percent (12%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord ("Default Rate").

Article 3.

Operating Expenses; Full Service Lease.

3.1. **FULL SERVICE LEASE.** This is a "Full Service Lease" which means that Full Service Rent includes, in addition to Tenant's right to the possession and use of the Premises, Landlord's payment of all Operating Expenses, to the extent provided in this Article 3, the services set forth in Article 14 below, and Landlord's obligations set forth in Article 9 below, and, as such, Tenant shall only be required to provide and pay for, in addition to Full Service Rent and Sales and Use Tax, any amounts due as Additional Rent.. As such, Landlord shall be responsible for the payment of all Operating Expenses as provided in Section 3.2 below. Tenant shall be responsible for paying as Additional Rent any amount of Property Taxes that may become due and payable as provided in Section 3.3 below.

3.2. **OPERATING EXPENSES.** Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord's maintenance, operation, repair, replacement (if such replacement is generally regarded in the industry as increasing operating efficiency or is required under any Applicable Law that was not in effect or not applicable to Town Center on the Commencement Date) and administration of Town Center, the Premises and Common Areas, shall be considered "Operating Expenses" payable by Landlord including, without limitation, the following:

3.2.1. all levies, charges, local improvement rates, and assessments whatsoever assessed or charged against Town Center, the Premises and Common Areas, the equipment and improvements owned by Landlord therein contained, including (i) all costs associated with the appeal of any such assessments and charges and (ii) any amounts assessed or charged in substitution for or in lieu of ad valorem taxes; and excluding (i) income or capital gains taxes imposed upon Landlord and (ii) any assessments and charges deemed to be a tax payable by Tenant pursuant to Section 3.3 below ;

3.2.2. insurance that Landlord is obligated or permitted to obtain under this Lease and any deductible amount applicable to any claim made by Landlord under such insurance;

3.2.3. pest control for Common Areas only and landscaping;

3.2.4. a reasonable management fee;

3.2.5. electricity, water, sewer, gas, window washing on exterior surfaces of windows, janitorial services for the Premises and Common Areas, and trash and debris collection for Common Areas only;

3.2.6. wages and benefits payable to employees of Landlord and Landlord's property manager whose duties are directly connected with the operation and maintenance of the Premises, Common Areas or Town Center; and

3.2.7. dues and assessments under any applicable deed restrictions or declarations of covenants and restrictions.

3.3. **PROPERTY TAXES.** Landlord acknowledges and represents that Landlord is immune from taxation and, therefore, that Town Center is currently not subject to any ad valorem taxes for real property and personal property ("Property Taxes"). In the future, if the law changes as to eliminate Landlord's immunity from taxation or if Landlord conveys Town Center to an entity which is not immune or exempt from taxation and such Property Taxes are thereafter assessed against Town Center, Tenant shall pay its proportionate share of such Property Taxes as Additional Rent no later than thirty (30) days after Landlord, or its successors and assigns, provides Tenant with an invoice therefor, provided Tenant shall have the right to examine the records and other such documentation that substantiates such Property Taxes and to contest such Property Taxes with the taxing authority.

Article 4.

Use of Property

4.1. **PERMITTED USES.** Landlord and Tenant acknowledge and agree that the use the Premises shall be limited to use as a dance studio and any offices associated with such use (the "Permitted Use"), unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord's sole discretion. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose.

4.2. COMPLIANCE WITH LAWS.

4.2.1. **LANDLORD'S COMPLIANCE.** During the Term, Landlord shall be responsible for making any modifications to Town Center, excluding the Premises, or its appurtenances, excluding the Premises, but including the Common Areas, required pursuant to any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over Town Center, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act (the "ADA") and all regulations and orders promulgated pursuant to the ADA (collectively, "Applicable Laws"). Any modifications to Town Center made by Landlord pursuant to the provisions of this paragraph shall be at Landlord's expense.

4.2.2. **TENANT'S COMPLIANCE.** Subject to Landlord's obligations set forth in Section 4.2.1 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, shall comply with all Applicable Laws. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises shall be in compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

4.3. **SIGNS.** Tenant shall not place any signs on the Premises or Town Center except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Tenant, at its sole cost and expense and shall be in compliance with the criteria established by Landlord in **Exhibit "C"** hereof and all Applicable Laws. Tenant acknowledges that Landlord will be modifying the facade of Town Center and the existing pylon sign located on North Monroe Street in the near future and, as such, that the criteria established herein for signs may be modified in the Landlord's sole discretion. Tenant shall be responsible to Landlord for the installation, use, or maintenance of all signs and any damage caused thereby. Tenant, at its sole cost, shall be permitted to place one sign on the existing pylon sign located on North Monroe Street subject to Landlord's approval as to size, design and location. Tenant agrees to remove all signs prior to termination of the Lease and upon such removal to repair all damage incident to such removal. Notwithstanding anything to the contrary herein, Landlord, at its sole cost, shall be responsible for any costs associated with any removal and reinstallation of Tenant's signage necessitated by Landlord's modifications to the facade of Town Center and the existing pylon sign located on North Monroe Street.

4.4. **LANDLORD'S ACCESS.** Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in Town Center, and, during the last ninety (90) days of the Term or any continuation thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises or Town Center as Landlord deems necessary. Landlord shall have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.

4.5. **QUIET POSSESSION.** If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the

Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

4.6. **TENANT RELOCATION.** Landlord shall be allowed to relocate Tenant to other comparably sized space within Town Center ("New Premises"). Upon Landlord's relocation of Tenant to the New Premises, the New Premises shall for all purposes herein be deemed to be the Premises, and this Lease shall continue in full force and effect without any change in the other terms or conditions hereof, excepting however, that Full Service Rent and Additional Rent shall be proportionately adjusted to reflect any change to the square footage of the New Premises. Landlord agrees to pay to Tenant, as an allowance or credit toward Tenant's costs of relocating to the New Premises, an amount equal to three (3) months of Full Service Rent at the New Premises to be paid in the form of a rent abatement during Tenant's first three months of occupancy in the New Premises. Tenant shall, no later than sixty (60) days after the Possession Date of the New Premises, vacate the existing Premises and surrender it to Landlord under the same terms and conditions as set forth in Section 9.3 below.

4.7. **PARKING.** Tenant shall have the right, in common with other tenants at Town Center, to use the parking lot on a non-exclusive basis. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

4.8. **RULES AND REGULATIONS.** Except as otherwise provided in Article 14 below, Tenant shall observe all rules and regulations established by Landlord from time to time for Town Center. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as **Exhibit "D."** Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of Town Center or the Premises. Tenant shall not be subject to any new rules and regulations or amendments to existing rules and regulations until fifteen (15) days after Tenant shall have been provided with a copy of such new rule and regulation or amendment to such existing rules and regulations. Landlord shall not unreasonably withhold, delay or condition its consent to any approval required by Tenant under the rules and regulations. In the event of any inconsistency between any provision of this Lease and the rules and regulations, the applicable Lease provision shall control.

4.9. **NO CONTINUOUS OCCUPANCY.** Notwithstanding anything contained in this Lease to the contrary, so long as Tenant pays the Full Service Rent and any Additional Rent in accordance with this Lease, Tenant shall not be required to continuously occupy the Premises and conduct Tenant's business within the Premises, and the failure of Tenant to occupy and conduct its business in the Premises shall not be considered an event of default under this Lease; provided, however, that the Premises is at all times cleaned and maintained to Building Standard Condition.

Article 5.

Leasehold Improvements.

5.1. **DEFINITIONS.** For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

5.1.1. "Leasehold Improvements" means any construction work undertaken in the Premises whether considered either Tenant Improvements or Tenant Alterations.

5.1.2. "Tenant Improvements" means any construction work in the Premises under the coordination of Property Manager to be undertaken, prior to the Commencement Date of this Lease, by Property Manager's contractor, regardless of whether such work is to be paid in whole or in part by Landlord, and planned for completion before Tenant's initial occupancy.

5.1.3. "Tenant Alterations" means any construction work in the Premises under the coordination of Property Manager to be undertaken, either prior to or after the Commencement Date of this Lease, by Tenant's contractor and to be paid solely by Tenant.

5.1.4. "Remodeling and Reconditioning" shall mean any Tenant Alterations project which does not require a building permit from the local jurisdiction. Remodeling and Reconditioning shall expressly not include any alterations, modifications, replacements, or installations involving any of the following systems or components of the Premises or Town Center: (i) structural; (ii) electrical; (iii) plumbing; (iv) HV/AC; and (v) Telecommunications Equipment, as that term is defined in Section 12.1.2 below, other than for Telecommunications Equipment involving only wiring for workstation operations within the Premises.

5.2. PAYMENT RESPONSIBILITY. The responsibility for payment of any Leasehold Improvements shall be as follows:

5.2.1. TENANT IMPROVEMENTS. Landlord and Tenant acknowledge and agree that there are no Tenant Improvements anticipated to be undertaken by Property Manager's contractor prior to the Commencement Date of this Lease.

5.2.2. TENANT ALTERATIONS. Tenant shall be solely responsible for the payment of any and all costs and expenses incurred in connection with any Tenant Alterations to the Premises, including those costs and expenses associated with the preparation of architectural and engineering plans.

5.3. PRE-CONSTRUCTION OBLIGATIONS EXCEPT FOR REMODELING AND RECONDITIONING.

5.3.1. TENANT SPACE PLAN. If Tenant desires for Leasehold Improvements other than for Remodeling and Reconditioning to be undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Leasehold Improvements, a detailed space plan containing the information described as follows below, together with other relevant information and written instructions relating thereto (said space plan and other information and instructions being hereinafter referred to as the "Tenant Space Plan"). The Tenant Space Plan shall contain architectural, mechanical, electrical and plumbing plans prepared and stamped by a licensed architect or engineer, as the case may be, indicating the following information:

5.3.1.1. Location and type of all partitions.

5.3.1.2. Location and types of all doors indicating hardware and providing a keying schedule.

5.3.1.3. Location and type of glass partitions, windows, doors and framing.

5.3.1.4. Location of telephone equipment room accompanied by a signed approval of the telephone company.

5.3.1.5. Critical dimensions necessary for construction.

5.3.1.6. Location, circuit number and specifications of all electrical devices, outlets, switches, telephone outlets, etc.

5.3.1.7. Location and type of all lighting and access control systems.

5.3.1.8. Location and type of equipment that will require special electrical requirements. Provide manufacturers' specifications for use and operation.

5.3.1.9. A load analysis of all electrical devices.

5.3.1.10. Location, weight per square foot and description of any exceptionally heavy equipment or filing system exceeding 50 psf live load.

5.3.1.11. Location, type and specifications of the HV/AC distribution systems and controls.

5.3.1.12. Requirements for special air conditioning or ventilation.

5.3.1.13. Type and color of floor covering.

5.3.1.14. Location, type and color of wall covering.

5.3.1.15. Location, type and color of paint and/or finishes.

5.3.1.16. Location and type of plumbing, including special sprinklering requirements.

5.3.1.17. Location and type of kitchen equipment.

5.3.1.18. Details showing the following:

5.3.1.18.1. All millwork with verified dimensions and dimensions of all equipment to be built-in.

5.3.1.18.2. Corridor entrances.

5.3.1.18.3. Bracing or support of special walls, glass partitions, etc., if desired. If not included with the Tenant Space Plan, the Building architect will design, at Tenant's expense, all support or bracing required.

5.3.2. PROPERTY MANAGER REVIEW. Property Manager shall review Tenant Space Plan to confirm that the Leasehold Improvements contemplated thereby satisfies the following conditions:

5.3.2.1. conforms with or exceeds the standards of Town Center and the requirements listed in Section 5.3.1 above; and

5.3.2.2. shall not impair the structural, mechanical, electrical or plumbing integrity of Town Center.

5.3.3. APPROVAL OF TENANT SPACE PLAN. Property Manager shall either approve or disapprove Tenant Space Plan no later than ten (10) days after the Property Manager receives Tenant Space Plan. If Property Manager does not approve Tenant Space Plan, Property Manager shall inform Tenant in writing of its objections and Tenant shall revise the same and deliver a corrected version to Property Manager for its approval no later than thirty (30) days after the date Tenant receives Property Manager's notice of disapproval. The approval and revision process for the revised Tenant Space Plan shall be the same as described for the originally submitted Tenant Space Plan.

5.3.4. TENANT WORKING DRAWINGS. After Tenant Space Plan has been approved by Property Manager, Tenant shall cause working drawings of the Leasehold Improvements to be prepared (hereinafter referred to as the "Tenant Working Drawings") and shall deliver the same, no later than ten (10) days after the date of Property Manager's approval of Tenant Space Plans, to Property Manager for its approval subject to the following conditions:

5.3.4.1. Tenant Working Drawings shall consist of complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans for Tenant Work.

5.3.4.2. Tenant Working Drawings shall be substantially consistent with Tenant Space Plan without any material changes.

5.3.4.3. Tenant Working Drawings shall be prepared at Tenant's expense by architects and engineers selected by Tenant and approved by Property Manager.

5.3.5. APPROVAL OF TENANT WORKING DRAWINGS. The approval process for Tenant Working Drawings shall be identical to the approval process for Tenant Space Plan described in Section 5.3.3 above.

5.3.6. REMODELING AND RECONDITIONING. If Tenant desires Remodeling and Reconditioning to be undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Remodeling and Reconditioning, a written description of such work to be undertaken in sufficient detail to allow Landlord to confirm that such work is deemed to be Remodeling and Reconditioning. Property Manager shall, no later than ten (10) Business Days after receipt of such written description, deliver to Tenant a written confirmation that such work is deemed to be Remodeling and Reconditioning after which Tenant may commence to undertake such work. Property Manager's failure to timely deliver such written confirmation to Tenant shall be construed as Property Manager's confirmation that such work is deemed to be Remodeling and Reconditioning.

5.4. SELECTION OF CONTRACTOR.

5.4.1. FOR TENANT IMPROVEMENTS. For any Leasehold Improvements considered to be Tenant Improvements, the contractor shall be selected by Property Manager and shall undertake the construction work under the coordination of Property

Manager in accordance with the rules and regulations for contractors, as established and maintained by Landlord, and any other applicable rules and regulations.

5.4.2. FOR TENANT ALTERATIONS. For any Leasehold Improvements considered to be Tenant Alterations, the contractor shall be selected by Tenant and shall undertake the construction work under the coordination of Property Manager in accordance with, and subject to, the following requirements and conditions:

5.4.2.1. Tenant's contractor shall conduct its work in such a manner so as not to unreasonably interfere with other tenants, the operations of Town Center, or any other construction occurring on or in the Premises or Town Center;

5.4.2.2. Tenant's contractor shall comply with all rules and regulations relating to construction activities in or on Town Center, as may be reasonably promulgated from time to time and uniformly enforced by Landlord or Property Manager;

5.4.2.3. Tenant's contractor shall maintain such insurance and bonds in force and effect in accordance with Section 6.1 below and as may be required by applicable law; and

5.4.2.4. Tenant's contractor shall be responsible for reaching an agreement with Property Manager as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to hoisting, systems interfacing, use of temporary utilities, storage of materials, access to the Premises and to Town Center.

5.4.2.5. The commencement of work by any subcontractors to be used by Tenant's contractor shall be subject to the approval by Landlord or Property Manager, which approval shall not be unreasonably withheld as long as such subcontractors satisfy the requirements of Section 5.3.

5.4.2.6. As a condition precedent to Property Manager permitting Tenant's contractor to commence the Tenant Alterations, Tenant and Tenant's contractor shall deliver to Property Manager such assurances or instruments as may be reasonably requested by Property Manager to evidence Tenant's contractor's and its subcontractor's compliance or agreement to comply with the provisions of Section 5.4.

5.4.2.7. Tenant's contractor and his sub-contractors shall be licensed to perform their trades and provide workmen that possess the appropriate licenses. All work performed by Tenant's contractor shall comply with all prevailing regulatory requirements.

5.5. TENANT'S CONTRACTOR; INDEMNITY BY TENANT. Tenant shall, in accordance with the provisions of Section 7.1 below, indemnify and hold harmless Landlord, its agents, contractors, and any mortgagee of Landlord from and against any and all losses, damages, costs, including costs of suit and attorneys' fees, liabilities or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or

claims arising out of or in connection with the work done by Tenant's contractor, subcontractors, and sub-subcontractors under its contract with Tenant.

5.6. **TENANT'S CONTRACTOR; MECHANIC'S AND MATERIALMEN'S LIENS.** Tenant shall notify in writing all materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises that they must look solely to Tenant for payment for same and shall simultaneously send copies of all such notifications to Landlord for its review. Should any mechanic's or other liens be filed against any portion of Town Center, including the Premises, by reason of Tenant's or Tenant Contractor's acts or omissions or because of a claim against Tenant or Tenant Contractor, Tenant shall inform Property Manager of such lien immediately and cause the same to be cancelled or discharged of record by bond or otherwise within twenty (20) days after receipt of notice by Tenant. If Tenant fails to cancel or discharge the lien within said twenty (20) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all costs, including attorneys' fees, incurred in canceling or discharging such liens.

5.7. **DEFAULT.** The failure by Tenant to comply with the any of the provisions of this Article 5 shall constitute a default by Tenant under terms of Section 10.2 below and Landlord shall have the benefit of all remedies provided for in this Lease.

5.8. **CHANGE ORDERS.** Tenant may authorize changes in the Tenant Improvements; provided that any such changes must meet the criteria set forth in this Article 5. Tenant shall also be responsible for the costs of any delays or additional costs caused by such change orders.

5.9. **SUBSTANTIAL COMPLETION OF LEASEHOLD IMPROVEMENTS.** The construction of the Leasehold Improvements shall be considered substantially complete when the following conditions have been satisfied:

5.9.1. that the only remaining construction work involves only minor or insubstantial details of construction, mechanical adjustment, or decoration, the non-performance of which do not materially interfere with Tenant's use of the Premises (hereinafter such items shall be referred to as "Punch List Items"). With regard to any Punch List items for Tenant Improvements, Tenant shall provide written notice to Property Manager no later than thirty (30) days after the Commencement Date specifying such Punch List Items with reasonable particularity. No later than sixty (60) days after receipt of such notice, Property Manager shall cause such Punch List Items to be completed;

5.9.2. that the Leasehold Improvements, other than Punch List Items, have been constructed in a good and workmanlike manner; and

5.9.3. that the Leasehold Improvements, other than Punch List Items, have been constructed substantially in accordance with the Working Drawings.

5.10. **AS-BUILT PLANS.** Upon completion of any Tenant Alterations other than those deemed to be Remodeling and Reconditioning, Tenant shall deliver to Property Manager, no later than thirty (30) days after such completion, a copy of the as-built plans and specifications for the Tenant Alterations. Upon receipt, Property Manager shall transfer such plans to Landlord's Master Plans at a cost to be borne by Tenant.

5.11. PROPERTY OF LANDLORD AT TERMINATION.

5.11.1. Landlord's Property. Any additions, alterations, improvements, or other such changes to the Premises resulting from Leasehold Improvements performed by either Landlord or Tenant ("Changes to Premises") shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. Landlord shall reserve the right to waive its entitlement to such ownership of any Changes to Premises and alternatively require Tenant to remove any Changes to Premises and to repair and/or restore the Premises to the condition and use which existed on the Commencement Date, with all costs of such removal, repair, and/or restoration to be borne by Tenant.

5.11.2. Not Landlord's Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.11.2.1 comprises the entirety of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant's business ("Tenant's Business Equipment"). Tenant's Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease. Upon the removal of any Tenant's Business Equipment, Tenant shall promptly repair, at its expense and to the satisfaction of Landlord, any damage caused to the Premises as a result of such removal. Nothing herein, however, shall be deemed to be a waiver of Landlord's entitlement to a lien for rent, pursuant to Section 10.1 below, or a waiver of any of Landlord's other remedies provided in Article 10 below.

5.11.2.1. The following items comprise the entirety of Tenant's Business Equipment.

5.11.2.2. In the event that additional equipment and trade fixtures are installed in the Premises after the Effective Date of this Lease, Tenant shall provide notice to Landlord of such installation and this Lease shall thereafter be amended to include such additional items in the list of Tenant's Business Equipment. In the absence of such notification by Tenant, the determination of such additional items as

either Changes to Premises or Tenant's Business Equipment shall be at the sole discretion of Landlord.

5.12. ALTERATIONS BY LANDLORD. Town Center and common areas are at all times subject to the exclusive control and management of Landlord. Without limiting the generality of the foregoing, Landlord has the right in its management and operation of Town Center to do and perform such acts in and to Town Center as in the use of good business judgment the Landlord determines to be advisable for the more efficient and proper operation of Town Center, including:

5.12.1. Obstruct or close off all or any part of Town Center for the purpose of maintenance, repair or construction;

5.12.2. Use any part of the Common Area for merchandising, display, decorations, entertainment, and structures designed for retail selling or special features or promotional activities;

5.12.3. Change area, level, location, arrangement or use of Town Center or any part thereof;

5.12.4. Construct other buildings, structures or improvements in Town Center and make alterations thereof, additions thereto, subtraction therefrom, or rearrangements thereof, build additional stories on any building, and construct additional buildings or facilities adjoining or proximate to Town Center;

5.12.5. Construct multiple deck, elevated or underground parking facilities, and expand, reduce or alter same in any manner whatsoever.

Notwithstanding the above, Tenant and its customers and employees shall at all times during Landlord's construction be granted ingress and egress to the Premises and be able to continue its operations. If Landlord's construction alters Tenant's usual means of ingress and egress and/or impacts accessibility of views of the storefront, Landlord, at its sole cost, shall provide Tenant temporary signage indicating they are "open for business".

Article 6.

Insurance.

6.1. TENANT'S INSURANCE. Tenant shall, at its sole expense, procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease, in the minimum coverage and amounts as follows:

6.1.1. LIABILITY INSURANCE. Tenant shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.2. WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE. Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal

laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies).

6.1.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of Tenant's policies required under Section 6.1 above shall be declared to and approved by Landlord.

6.1.4. LANDLORD AS ADDITIONAL INSURED. Landlord, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Tenant's insurance policies, other than workers' compensation policies and any other policy types not listed in this Lease, that include coverage for the following:

- 6.1.4.1. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;
- 6.1.4.2. products and completed operations of Tenant;
- 6.1.4.3. premises owned, occupied, or used by Tenant; or
- 6.1.4.4. automobiles owned, leased, hired, or borrowed by Tenant.

6.1.5. TENANT'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Lease, Tenant's insurance coverage pursuant to Section 6.1.1 shall be primary insurance with respect to Landlord, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of subrogation against Landlord with respect to losses payable under such insurance coverage.

6.1.6. CERTIFICATES OF INSURANCE. Tenant shall furnish Landlord with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall 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 Landlord prior to the commencement of Tenant's occupancy under this Lease. Landlord reserves the right to require complete, certified copies of all Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to Landlord. All of Tenant's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida (the "Insurance Criteria").

6.1.7. OTHER ENDORSEMENTS REQUIREMENTS FOR TENANT'S INSURANCE. Each of Tenant's required insurance policies shall contain endorsements for, or otherwise provide, the following:

6.1.7.1. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to Tenant's insurance policies maintained pursuant to Section 6.1.2 above); and

6.1.7.2. that the companies issuing the insurance policy(ies) shall have no recourse against Landlord for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Tenant.

6.2. BLANKET POLICIES. Any of the insurance required by Tenant pursuant to this Lease may be carried in the form of blanket policies covering other property owned or leased by Tenant as well as the Premises, provided that (i) the policies otherwise comply in all respects with the provisions of this Lease, and (ii) the policies allocate to the Premises not less than the specified coverage required pursuant to this Lease, without possibility of reduction or co-insurance by reason of any damage to any other premises named therein, so that the protection afforded under any policy of blanket insurance shall be no less than that which would have been afforded under a separate policy or policies relating only to the Premises. If the insurance required pursuant to this Lease shall be effected by any such blanket policies, Tenant shall first furnish or cause to be furnished to Landlord certificates of insurance showing the amount of insurance afforded by such policies that is applicable to the Premises.

6.3. LANDLORD'S INSURANCE. Landlord also agrees to carry and maintain a broad form commercial general liability insurance (written on an occurrence basis and including contractual liability coverage endorsement covering Landlord's indemnity obligations under this Lease in limits it reasonably deems appropriate (but in no event less than the limits required by Tenant pursuant to Section 6.1 above). In addition, Landlord agrees to carry and maintain property insurance (with replacement cost coverage) covering Town Center in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements. The insurance policies maintained by Landlord shall satisfy the Insurance Criteria. Landlord hereby waives all rights of subrogation against Tenant with respect to losses payable under such insurance coverages.

6.4. WAIVER OF SUBROGATION RIGHTS. Anything in the Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Premises or Town Center, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Lease (or, if any such party fails to maintain the insurances and coverages such party is required to maintain under this Lease, would have been insured had the applicable party maintained the insurances and coverages such party is required to maintain under this Lease), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, partners, servants or shareholders, and each party covenants that no insurer shall hold any right of subrogation against such other party.

Article 7.
Indemnification of the Parties.

7.1. **TENANT'S INDEMNITY.** Tenant shall indemnify and hold harmless Landlord and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), in connection with any injury or loss of property, personal injury, or death occurring in, on or about the Premises or Town Center caused by the negligent or wrongful act or omission of Tenant. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Landlord or any of the agents or employees of Landlord nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Landlord (or would have been covered had Landlord maintained the insurance policies Landlord is required to maintain pursuant to the terms of this Lease).

7.2. **LANDLORD'S INDEMNITY.** Without waiving its right to sovereign immunity, Landlord shall, to the extent allowed by law, indemnify, save harmless, and defend Tenant promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Premises or Town Center caused by the negligent or wrongful act or omission of Landlord. Notwithstanding the foregoing, Landlord shall not be required to indemnify Tenant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Tenant or any of the agents or employees of Tenant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Tenant (or would have been covered had Tenant maintained the insurance policies Tenant is required to maintain pursuant to the terms of this Lease).

7.3. **NOTICE OF INDEMNIFICATION.** A party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 7.4 below.

7.4. **THIRD PARTY CLAIM PROCEDURE.** If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 7 by such party against another party to this Lease, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld),

shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

7.5. **REMEDIES CUMULATIVE.** Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the parties hereto to elect among remedies.

7.6. **SURVIVAL.** The provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

Article 8.

Damage, Destruction and Condemnation.

8.1. DAMAGE OR DESTRUCTION TO PREMISES.

8.1.1. **DAMAGE FROM CERTAIN CAUSES.** Neither Landlord nor any mortgagee(s) shall be liable or responsible to Tenant, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any cause beyond Landlord's control or for any damage or inconvenience which may arise through repair or alteration of any part of Town Center.

8.1.2. **REPAIR AND RESTORATION.** If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, the determination of the parties rights, duties, and obligations under this Lease shall proceed in accordance with the following procedure:

8.1.2.1. **NOTICE.** In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord.

8.1.2.2. **PARTIAL DESTRUCTION.** Except as otherwise provided in Section 8.1.2.5 below, if the Premises are partially destroyed by fire or other casualty so as to render the Premises untenable in whole or in part, the Rent provided for herein shall abate thereafter as to the portion of the Premises rendered untenable until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.3. **TOTAL DESTRUCTION.** Except as otherwise provided in Section 8.1.2.5 below, if (i) the Premises or Town Center are totally or substantially damaged or destroyed from any cause and Landlord decides not to rebuild, or (ii) the

Premises are rendered untenable in whole or in substantial part as a result of a fire or other casualty, and/or so damaged as to materially and adversely affect Tenant's business that it cannot operate and repairs as reasonably estimated by Landlord will take one hundred twenty (120) days or longer from the date of the casualty to complete, then either party may terminate this lease within thirty (30) days from the date of the casualty by providing written notice to the other party and all Rent owed up to the time of such damage or destruction shall be paid by Tenant and thenceforth this Lease shall terminate. In the event this Lease is not terminated, Landlord shall diligently pursue the repairs and Rent as provided for herein shall abate until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.4. OBLIGATION TO REBUILD. If Landlord decides to rebuild the Premises, then Landlord shall commence and prosecute any repair work promptly and with reasonable diligence but shall only be obligated to restore or rebuild the Premises to Building Standard Condition; provided, however, Tenant may cause Landlord to rebuild or restore the Premises to the condition it was in prior to such damage or destruction if Tenant bears the cost, including rentals which are lost due to any excess construction time, of such restoration or rebuilding to the extent the same exceeds the costs Landlord would have incurred had only Building Standard improvements been constructed.

8.1.2.5. TENANT NEGLIGENCE. If the Premises or any other portion of Town Center is damaged by fire or other casualty resulting from the fault or negligence of Tenant or its agents, contractors, customers, employees, invitees, licensees, servants or visitors, the Rent shall not abate as to the portion of the Premises rendered untenable and Tenant shall be liable to Landlord for the cost of repair and restoration of Town Center to the extent such Rent and costs are not covered by insurance proceeds.

8.2. CONDEMNATION.

8.2.1. TOTAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, Tenant may deem that all of the Premises are taken), or such portion thereof as shall make the Premises unusable, as determined by either party, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date.

8.2.2. PARTIAL TAKING. If less than the whole of the Premises, or less than such portion thereof as shall make the Premises unusable as of the Taking Date, is taken, Full Service Rent, Additional Rent, and any other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the

available compensation awarded for the taking (exclusive of any amount awarded for land).

8.2.3. **FULL COMPENSATION AWARD.** All compensation awarded or paid upon a total or partial taking of the Premises or Town Center including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for business damages or damage to, or cost of, removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

Article 9.

Maintenance and Repairs.

9.1. **LANDLORD'S OBLIGATIONS.** Landlord's obligation to maintain, repair, and otherwise keep in good working order the various components of Town Center shall be governed as follows:

9.1.1. Maintaining Town Center in an attractive and fully operative condition.

9.1.2. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls of Town Center; the exterior windows, exterior doors, exterior plate glass, and exterior walls of Town Center including those that are contained in the Premises; common plumbing and sewer lines; the HV/AC equipment servicing the Premises regardless of its location; and the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas.

9.1.3. In addition, but subject nevertheless to any applicable waiver or subrogation, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the building components listed in Section 9.1.2 above which damage was caused by Tenant's acts or omissions.

9.1.4. Landlord shall not be obligated to maintain or repair the interior surfaces of the walls in the Premises nor any other interior component of the Premises, except as required to repair any damage caused by the malfunction or failure of equipment maintained by Landlord.

9.1.5. Landlord shall not be obligated to make any repairs under this Section 9.1 until a reasonable time after receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) business days.

9.2. **TENANT'S OBLIGATIONS.** Except as specifically provided to the contrary in Section 9.1 above, Tenant, at its sole cost and expense, shall keep in good order, condition and repair the Premises and every part thereof including, without limiting the generality of the foregoing, all plumbing and sewer lines to the point where they intersect with common lines,

electrical and lighting facilities and equipment within the Premises up to and including Tenant's meter and electrical breakers, exclusive of the HV/AC equipment maintained by Landlord pursuant to Section 9.1.2 above, fixtures, interior walls and interior surfaces of exterior walls, ceilings, windows, doors and plate glass located within or upon the Premises. All repairs made by Tenant shall be at least of the same quality, design and class as that of the original work.

If Tenant refuses or neglects to make repairs and/or to maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. Such work shall be paid for by Tenant, as Additional Rent, promptly upon receipt of a bill therefore.

Tenant shall, during the Term of this Lease, provide scheduled monthly heating and air conditioning service and inspections in the form of a preventive maintenance contract with a reputable commercial service contractor.

9.3. CONDITION UPON TERMINATION. Landlord's and Tenant's obligations to maintain, repair, and otherwise keep in good working order the various components of the Premises upon the termination of this Lease shall be governed as follows:

9.3.1. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as on the Commencement Date except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

9.3.2. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 9.1 above.

9.3.3. Tenant shall repair, at Tenant's expense, any damage to the Premises or Town Center caused by the removal of any of Tenant's personal property including, but not limited to, Tenant's Business Equipment as defined in Section 5.11.2 above.

9.3.4. In no event, however, except as provided in Section 5.11.2 above, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent:

9.3.4.1. any power wiring or power panels; lighting or lighting fixtures;

9.3.4.2. any millwork and cabinetry;

9.3.4.3. any wall coverings; drapes, blinds or other window coverings;

9.3.4.4. any carpets or other floor coverings;

9.3.4.5. any heaters, air conditioners, or any other heating or air conditioning equipment; or

9.3.4.6. any fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

Article 10.
Default and Remedies; Landlord's Lien for Rent.

10.1. LANDLORD'S LIEN FOR RENT. In consideration of the mutual benefits arising under this Lease, Tenant hereby grants to Landlord, its successors, and assigns, a lien on all property of Tenant now or hereafter found upon or off the Premises, as provided in Chapter 83, Florida Statutes, as they may be amended from time to time, and as otherwise provided by law.

10.2. DEFAULT BY TENANT.

10.2.1. EVENTS OF DEFAULT. The occurrence of any of the following events, either by Tenant or by any guarantor of any of Tenant's obligations hereunder, shall be considered an event of default by Tenant under this Lease.

10.2.1.1. the failure by Tenant to pay any sum of money to be paid by Tenant under this Lease and such failure continues for five (5) days after receipt of written notice from Landlord;

10.2.1.2. the failure by Tenant to comply with or perform any of the other terms, provisions, covenants or conditions which Tenant is required to observe and to perform, and any of such failures or actions continue for a period of ten (10) days after notice thereof; provided, however, if the nature of the default is such that it cannot be cured with the exercise of Tenant's diligent efforts within the ten (10) day period, Tenant shall have up to thirty (30) days from the date of Landlord's notice to cure such default, provided Tenant undertakes such curative action within the ten (10) day period and diligently and continuously proceeds with such curative action using Tenant's best efforts;

10.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof, unless such vacation or abandonment is in accordance with the provisions of Section 4.9 above;

10.2.1.4. if Tenant is a corporation, if Tenant ceases to exist as a corporation in good standing in the state of its incorporation, or, if Tenant is a partnership or other entity, if Tenant is dissolved or otherwise liquidated;

10.2.1.5. a general assignment by Tenant for the benefit of creditors;

10.2.1.6. the filing of any voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged or unstayed for a period of sixty (60) days, provided, that in the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease;

10.2.1.7. the admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed;

10.2.1.8. the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or the Premises; or

10.2.1.9. the employment of a receiver to take possession of substantially all of Tenant's assets or the Premises.

10.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which remedies shall be cumulative and shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the following remedies upon an event of default shall not constitute a waiver. Notwithstanding anything to the contrary contained herein, Landlord agrees to exercise commercially reasonable efforts to mitigate its damages.

10.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

10.2.2.2. Landlord may terminate Tenant's right of possession to the Premises without terminating this Lease.

10.2.3. SURRENDER OF POSSESSION. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord shall have full and free license to enter into and upon the Premises for the purpose of repossessing the Premises, expelling and removing Tenant and persons occupying the premises pursuant to law and removing any and all property therefrom and changing all the door locks of the Premises. Landlord may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. Notwithstanding the foregoing, Landlord may not exercise self-help.

10.2.4. BENEFIT OF THE BARGAIN. If Landlord terminates this Lease pursuant to Section 10.2.2.1 above, Landlord shall have the right at any time, at its option, to require Tenant to pay to Landlord, on demand as liquidated and agreed final damages in lieu of Tenant's liability under any other provision of this Lease, an amount equal to the aggregate of the following:

10.2.4.1. the present value (determined using a discount rate equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term if the terms and provisions of this Lease had been fully complied with by Tenant. In addition, there shall be recoverable from Tenant:

10.2.4.2. the cost of restoring the Premises to Building Standard Condition, normal wear and tear excepted;

10.2.4.3. all accrued, unpaid sums, plus interest at the maximum rate allowed by law, for past due sums up to the date of termination;

10.2.4.4. Landlord's cost of recovering possession of the Premises; and

10.2.4.5. any other sum of money or damages owed by Tenant to Landlord.

10.2.5. RIGHT TO RELET.

10.2.5.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease pursuant to Section 10.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

10.2.5.1.1. the costs incurred by Landlord in reletting the Premises, including, without limitation, remodeling costs, brokerage fees, legal fees, advertising costs and the like;

10.2.5.1.2. the accrued sums, plus interest and late charges if in arrears, under the terms of this Lease;

10.2.5.1.3. Landlord's cost of recovering possession of the Premises; and

10.2.5.1.4. the cost of storing any of Tenant's property left on the Premises after reentry.

10.2.5.2. CONTINUING RIGHTS. Notwithstanding any such reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease and exercise its rights under Section 10.2.4 above for such previous breach; provided, however, that Tenant shall be credited for any rent received by Landlord from a new tenant, as provided in Section 10.2.5.1 above, in determining the amount of Landlord's damages. Notwithstanding any provision in this Section 10.2.5 to the contrary, upon the default of any substitute tenant or upon the expiration of the lease term of such substitute tenant before the expiration of the

Term, Landlord may, at Landlord's election, either relet to still another substitute tenant or terminate the Lease and exercise its rights under Section 10.2.4 above.

10.2.6. STORAGE OF PROPERTY. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises, other than any files and other documents which are subject to attorney-client privilege, shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

10.2.7. COSTS. Upon any default by Tenant and subject to Section 10.2.4 above, Landlord shall be entitled to receive from Tenant the payment of costs as follows:

10.2.7.1. Tenant shall pay to Landlord on demand all fees and costs, including reasonable attorneys' fees and costs, incurred by Landlord, whether incurred in preparation for or at trial, on appeal, or in bankruptcy, in enforcing any of the obligations of Tenant under this Lease;

10.2.7.2. Tenant shall pay to Landlord any reasonable expenses incurred by Landlord in re-entering the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing); and

10.2.7.3. Tenant shall pay to Landlord any other expenses reasonably incurred by Landlord.

10.2.8. WAIVER. No delay or omission by Landlord in exercising a right or remedy as provided in this Section 10.2 shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

10.3. NON-WAIVER. Neither acceptance of Rent by Landlord nor failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but Landlord may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. Waiver by Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

10.4. HOLDING OVER. If Tenant holds over after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for the Premises one hundred fifty percent (150%) of the amount of Monthly Full Service Rental then payable for the entire holdover period calculated and prorated on a daily basis. No holding over by Tenant after the Term shall be construed to extend the term of this Lease. In the event of any unauthorized holding

over in excess of sixty (60) days, Tenant shall indemnify Landlord in accordance with Article 7 above against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease, and for all other actual losses, costs, and expenses, including reasonable attorneys' fees, incurred by reason of such holding over. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

10.5. ATTORNEY'S FEES. In addition to Landlord's entitlement to costs as provided in Section 10.2.7 above, if either party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other party places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder or recovery of the possession of the Premises, in the hands of an attorney who files suit upon the same and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorneys' fees and costs.

Article 11.

Protection of Lenders.

11.1. SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord, its successors, or assigns shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises or Town Center, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant, upon demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance acceptable to Landlord and its mortgagee or ground lessor, which subordination and attornment agreement may provide, at the option of such mortgagee or ground lessor, that so long as no default or event which with the passing of time or giving of notice would constitute a default exists under this Lease, the peaceable possession of Tenant in and to the Premises for the Term shall not be disturbed in the event of the foreclosure of the subject mortgage or termination of the subject ground or underlying lease affecting the Premises. If Landlord's interest in Town Center, or that of its successors or assigns, is acquired by any ground lessor, mortgagee, or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Lease, Premises or Town Center and recognize such transferee or successor as Landlord under this Lease. Notwithstanding the foregoing, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

11.1.1. Notwithstanding anything contained in this Lease to the contrary, any subordination and/or attornment set forth in Section 11.1 above shall be conditioned upon Landlord causing any future mortgagee or ground lessor to enter into an agreement confirming such subordination, attornment and non-disturbance in a commercially reasonable form.

11.1.2. No later than thirty (30) days after the Effective Date hereof, Landlord shall obtain for the benefit of Tenant from any current mortgagee or ground lessor a non-disturbance agreement in a commercially reasonable form.

11.2. ESTOPPEL CERTIFICATES AND SUBORDINATION AND NON-DISTURBANCE AGREEMENT. Within fifteen (15) days of receipt of written request from Landlord, any lender, or at the request of any purchaser of Town Center, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, the following information. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord the following information:

- 11.2.1. a description of any renewal or expansion options, if any;
- 11.2.2. the amount of rent currently and actually paid by Tenant under this Lease;
- 11.2.3. that the Lease is in full force and effect as modified;
- 11.2.4. that Tenant is in possession of the Premises;
- 11.2.5. stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and
- 11.2.6. stating whether Tenant or Landlord has claims against the other party and, if so, specifying with particularity the nature and amount of such claim.

Article 12.

Telecommunications.

12.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

12.1.1. "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, cable television service, data service, internet service, fiber optics service, annunciator service, and other similar services that may not exist as of the Effective Date of this Lease but are created thereafter.

12.1.2. "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

12.2. IN GENERAL. All Telecommunications Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All alterations, modifications, replacements, or installations of Tenant's Telecommunications Equipment, other than those involving only wiring for workstation operations within the Premises, shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's Telecommunications Equipment shall be and remain solely in the Premises and the telephone closet(s) designated to serve the Premises, in accordance with rules and regulations adopted by Landlord from time to time.

12.3. MAINTENANCE. Landlord shall have no responsibility for the maintenance of Tenant's Telecommunications Equipment or for any wiring or other infrastructure to which Tenant's Telecommunications Equipment may be connected.

12.4. INTERRUPTION OF SERVICE. Tenant agrees that, to the extent any of Tenant's Telecommunication Services are interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off Telecommunications Equipment at any time in the event of emergency and at any time other than during Tenant's business hours as necessary in connection with the operation of Town Center or installation of Telecommunications Equipment for other tenants of Town Center.

12.5. REMOVAL OF TELECOMMUNICATIONS EQUIPMENT. Any and all Telecommunications Equipment installed in the Premises or elsewhere in Town Center by or on behalf of Tenant after the Effective Date of this Lease shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost. With regard to installations of Telecommunications Equipment elsewhere outside the Premises, Tenant shall, at Tenant's expense, promptly remove any such Telecommunications Equipment in the event Tenant discontinues or otherwise abandons the use of such Telecommunications Equipment at any time during the Term of this Lease.

12.6. NEW PROVIDER SELECTION; INSTALLATION. In the event that Tenant wishes at any time to utilize the services of a Telecommunications Services provider whose equipment is not then servicing Town Center, the installation of such Telecommunications Services provider's lines and other equipment, other than those involving only wiring for workstation operations within the Premises, shall not be permitted unless and until the following conditions are satisfied:

12.6.1. No Telecommunications Services provider shall be permitted to install its lines or other equipment within Town Center without first securing the prior written approval of Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the Telecommunications Services provider.

12.6.2. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval:

12.6.2.1. Landlord shall incur no expense whatsoever with respect to any aspect of the Telecommunications Services provider's provision of its services, including without limitation, the costs of installation, materials and services;

12.6.2.2. prior to commencement of any work in or about Town Center by the Telecommunications Services provider, the Telecommunications Services provider shall supply Landlord with the written insurance and indemnities as required in Article 6 and Section 7.1 above, respectively, and with any financial statements, and such other items as Landlord reasonably determines to be necessary

to protect its financial interests and the interests of Town Center relating to the proposed activities of the Telecommunications Services provider;

12.6.2.3. the Telecommunications Services provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of Town Center, Tenants of Town Center, and Landlord;

12.6.2.4. Landlord shall reasonably determine that there is sufficient space in Town Center for the placement of all of the Telecommunications Services provider's equipment and materials;

12.6.2.5. the Telecommunications Services provider agrees to abide by Landlord's requirements, if any, that the Telecommunications Services provider use existing Town Center conduits and pipes or use building contractors, or other contractors approved by Landlord;

12.6.2.6. Landlord receives from the Telecommunications Services provider such compensation as is reasonably determined by Landlord to compensate it for space used in Town Center for the storage and maintenance of the Telecommunications Services provider's equipment, for the fair market value of a Telecommunications Services provider's access to Town Center, and for the costs which may reasonably be expected to be incurred by Landlord;

12.6.2.7. the Telecommunications Services provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the Telecommunications Services provider's equipment is complete; and

12.6.2.8. all of the foregoing matters are documented in a written license or other agreement between Landlord and the Telecommunications Services provider, the form and content of which is reasonably satisfactory to Landlord.

12.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Telecommunications Services provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective Telecommunications Services provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no Telecommunications Services provider shall be deemed a third party beneficiary of this Lease.

12.7. WIRELESS TELECOMMUNICATIONS EQUIPMENT. Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications Equipment, including antennae and satellite receiver dishes, in or on Town Center, without Landlord's prior written consent. Such consent may be conditioned in such a

manner so as to protect Landlord's financial interests and the interests of Town Center, and the other tenants therein, in a manner similar to the arrangements described in this Article 12.

12.8. **INTERFERENCE WITH OTHERS.** In the event that Telecommunications Equipment installed by or at the request of Tenant within the Premises after the Effective Date of this Lease, or elsewhere within Town Center, causes interference to equipment used by another party installed prior to the date of Tenant's installation, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative Telecommunications Equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such Telecommunications Equipment, and, at Landlord's discretion, remove such Telecommunications Equipment in accordance with Section 12.5 above.

Article 13. Miscellaneous Provisions.

13.1. **LANDLORD'S LIABILITY; CERTAIN DUTIES.** As used in the Lease, the term "Landlord" means only the owner of the fee title to Town Center or the leasehold estate under a ground lease of Town Center at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

13.2. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant shall remit to Landlord a security deposit in the amount of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) in cash or other form acceptable to Landlord in its sole discretion (the "Security Deposit"). The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur:

13.2.1. the payment in full of all Rent due pursuant to the Lease; and

13.2.2. the repair of any and all damage to the Leased Premises;

13.3. **INTERPRETATION.** The captions of the Paragraphs of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In

any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, subcontractors, invitees, successors or others using the Premises or Town Center with Tenant's expressed or implied permission. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

13.4. INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease contains and embodies the entire agreement of the parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Landlord and Tenant.

13.5. NOTICES. Any notice or document, other than rent, required or permitted to be delivered by the terms of this Lease shall be delivered as follows:

13.5.1. Any of the following forms of delivery are acceptable:

13.5.1.1. by hand delivery;

13.5.1.2. by certified mail, return receipt requested; or

13.5.1.3. by guaranteed overnight delivery service.

13.5.2. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease.

13.5.3. Notices to Landlord shall be delivered to:

Leon County Facilities Management Division
1907 South Monroe Street
Tallahassee, FL 32301

With a copy delivered to:
Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
301 S. Monroe Street, Suite 202
Tallahassee, FL 32301

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

13.6. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

13.7. **WAIVERS.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

13.8. **NO RECORDATION.** Tenant shall not record this Lease or any memorandum of lease without prior written consent from Landlord.

13.9. **JOINT AND SEVERAL LIABILITY.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

13.10. **FORCE MAJEURE.** The performance by either party to this Lease of its obligations, except the payment of Rent or other sums of money, shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing party, or problems that can be satisfied by the payment of money.

13.11. **EXECUTION OF LEASE.** Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, or and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant is the first party to execute this Lease, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

13.12. **NO RIGHT OF FIRST REFUSAL.** Other than as specifically provided in this Lease, in no event shall this Lease constitute a right of first refusal for Tenant to purchase or lease any other portion of the Premises or Town Center.

13.13. AUTHORITY.

13.13.1. TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant and each party, individually, executing this Lease on behalf of Tenant, intending that Landlord rely thereon, represents and warrants to Landlord as follows:

13.13.1.1. Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

13.13.1.2. this Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

13.13.1.3. Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.1.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation, if a corporation, agreement of partnership, if a partnership, and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

13.13.2. LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

13.13.2.1. Landlord, and the party executing on behalf of Landlord, are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

13.13.2.2. this Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

13.13.2.3. Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.2.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by

all necessary corporate action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

13.14. **FLORIDA LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

13.15. **COUNTERPART.** This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

13.16. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease and all provisions contained herein.

13.17. **APPROVAL OF PLANS AND SPECIFICATIONS.** Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of Town Center or any of their respective agents, partners or employees that such plans and specifications are either (i) complete or suitable for their intended purpose, or (ii) in compliance with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of Town Center nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

13.18. **RELATIONSHIP.** Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

13.19. **BROKER'S FEE.**

13.19.1. **REPRESENTATION.** Landlord and Tenant covenant, represent, and warrant to each other, with regard to any dealings or negotiations with any broker or agent in connection with the consummation of this Lease, that the only such dealings and negotiations have been with TALCOR Commercial Real Estate Services, Inc., on behalf of Landlord ("Landlord Broker"), and no one on behalf of Tenant ("Tenant Broker").

13.19.2. **COMMISSIONS.** Landlord and Tenant acknowledge and agree that any and all commissions due to Landlord Broker and Tenant Broker shall be paid by Landlord through an agreement separate and apart from this Lease.

13.19.3. **INDEMNITY.** Tenant agrees to indemnify and hold harmless Landlord, in accordance with the procedure in Article 7 above, and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), in connection with any claims for fees or commissions from anyone other than the Tenant Broker with whom Tenant has dealt in connection with the lease of the Premises. Landlord agrees, without waiving its right to

sovereign immunity and only to the extent allowed by law, to indemnify and hold harmless Tenant, in accordance with the procedure in Article 7 above, promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any claims for fees or commissions from anyone other than Landlord Broker with whom Landlord has dealt in connection with the lease of the Premises.

13.20. **WAIVER OF TRIAL BY JURY.** Landlord and Tenant each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease.

13.21. **RIDERS AND EXHIBITS.** All Riders, Addenda and Exhibits attached hereto and executed both by Landlord and Tenant shall be deemed to be a part of this Lease and are hereby incorporated.

13.22. **RIGHT OF FIRST REFUSAL.** At any time during this Lease, Landlord shall notify Tenant in writing of the availability for lease of any space contiguous to the Premises and shall propose rent and other terms and conditions for the lease of such space, except that the term for such space shall be coterminous with the initial Term and any Continuation Periods of this Lease. Tenant shall have five (5) Business Days following the receipt of Landlord's notice to elect in writing to lease such additional space. If Tenant does not so elect to lease such additional space within such time period, Landlord may lease such space to another tenant at a rate and on terms and conditions no more favorable than those offered to Tenant. If Landlord agrees to lease such space to another tenant on terms more favorable than those offered to Tenant, Tenant must first be offered the space on the more favorable terms and conditions before such space may be leased to the other tenant; provided, however, that, in this situation, Tenant shall make its election within five (5) Business Days of receipt of Landlord's notice of more favorable terms. Tenant's election to lease such additional space shall be subject to Landlord's statutory obligation, pursuant to Section 125.35, Florida Statutes (2011), to advertise the availability of the additional space for lease to the highest and best bidder, unless exempt from those requirements pursuant to Section 125.38, Florida Statutes (2011).

13.23. **TENANT ASSIGNMENT.** Tenant shall not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. Notwithstanding the foregoing, Tenant may, without Landlord's consent, but with written prior notice to Landlord with such notice to include details regarding the transaction, purporting to comply with the terms of this Lease sublet all or any portion of the Premises or assign this Lease to (i) a parent, subsidiary, affiliate, division or entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation or other entity related to Tenant by merger, consolidation, reorganization or government action, (iii) a party that acquires all or substantially all of the assets of Tenant in a common plan or scheme.

13.24. **LANDLORD ASSIGNMENT.** Subject to Section 13.1 above, Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease.

Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

13.25. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Lease).

13.26. HAZARDOUS MATERIAL.

13.26.1. "Hazardous Material" shall mean any of the following:

13.26.1.1. oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to Town Center or to persons on or about Town Center or (ii) cause Town Center to be in violation of any Hazardous Materials Laws (as defined below);

13.26.1.2. asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas;

13.26.1.3. chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted Hazardous waste", or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Federal Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Clean Water Act, 33 U.S.C. §1151, et seq.; the National Environmental Policy Act, 42 U.S.C. §1857, et seq.; the Regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; Chapters 373, 376, 380 and 403 of the Florida Statutes and rules related thereto, including Chapters 17, 27 and 40 of the Florida Administrative Code; and all Leon County environmental protection ordinances or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

13.26.1.4. other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of Town Center or the owners and/or occupants of property adjacent to or surrounding Town Center, or any other person coming upon Town Center or adjacent property; and

13.26.1.5. other chemicals, materials or substances which may or could pose a hazard to the environment.

13.26.2. “Hazardous Materials Claims” shall mean any enforcement, cleanup, removal, remedial or other governmental or regulatory actions, agreements or orders instituted pursuant to any Hazardous Materials Laws; and any claims made by any third party against Landlord, Tenant or Town Center relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

13.26.3. “Hazardous Materials Laws” shall mean any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about Town Center, including, without limitation, soil, groundwater and indoor and ambient air conditions.

13.26.4. Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the Premises, regardless of when they become effective, including, without limitation, all Hazardous Materials Laws (collectively, “Laws”). Landlord shall comply with all Hazardous Materials Laws with respect to common areas of Town Center. Tenant shall promptly cure and satisfy all Hazardous Materials claims arising out of or by reason of the activities or businesses of Tenant, its sub-tenants, or the agent contractors, businesses or employees of Tenant or any sub-tenant. Nothing done by Tenant in its use of occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to Town Center.

13.26.5. Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose that is disreputable or productive of fire hazard, or permit anything to be done that would increase the rate of fire or other insurance coverage on Town Center and/or its contents. If Tenant does or permits anything to be done that shall increase the cost of any insurance policy required to be carried hereunder, then Tenant shall reimburse Landlord, upon demand, for any such additional premiums. Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed. Nothing done by Tenant in its use or occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to Town Center.

13.26.6. Tenant shall not cause or permit (i) any Hazardous Material to be brought upon, kept or used in or about the Premises or Town Center by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, other than drinking cups, office supplies and similar substances commonly found in commercial office buildings and in Tenant’s business in quantities or concentrations that do not violate any Laws and (ii) any violation of the Laws. If Tenant breaches the obligations stated in the preceding sentence, or if contamination of the Premises by

Hazardous Material occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, or if Tenant's activities or those of its contractors, agents, employees, businesses (or those of its subtenants) result in or cause a Hazardous Materials Claim, except if caused by Landlord's negligence or willful misconduct, then Tenant shall indemnify, defend, protect and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of Town Center, damages for the loss or restriction on use of rentable or usable space or of any amenity of Town Center, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under Town Center caused by Tenant and not by Landlord's negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

13.26.7. Incidents Triggering Landlord Requirements. In the event of the occurrence of any of the following incidents involving Hazardous Materials, Landlord shall, at its sole cost and expense, promptly take all action in response to such situation required by Hazardous Materials Laws. Landlord's responsibility shall extend only to incidents involving Hazardous Materials in Town Center, exclusive of the Premises to the extent caused by Tenant, except if caused by Landlord's negligence or willful misconduct. The incidents giving rise to such requirements of Landlord include, but are not limited to, the following:

13.26.7.1. activity by Landlord giving rise to a release of Hazardous Materials in Town Center, exclusive of the Premises, that is not in compliance with Hazardous Materials Laws or permits issued thereunder;

13.26.7.2. activity by Landlord giving rise to any claim or requiring a response under Hazardous Materials Laws or permits issued thereunder;

13.26.7.3. activity by Landlord causing a significant public health effect; or

13.26.7.4. activity by Landlord creating a nuisance.

13.26.8. Landlord Indemnification. Landlord agrees that Landlord's indemnity of Tenant as set forth in Section 7.2 above shall be applicable to any and all claims and demands in connection with the following activities of Landlord in Town Center, exclusive of the Premises, which occur during the Term of this Lease and which arise from events or conditions that came into existence after the Commencement Date, except if caused by Tenant's negligence or willful misconduct:

13.26.8.1. any release, threatened release, or disposal of any Hazardous Materials at Town Center by Landlord; or

13.26.8.2. Landlord's violation of any Hazardous Materials Laws at Town Center, pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety.

Landlord's indemnification shall not be applicable to any claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) suffered or incurred by Tenant in or on the Premises except if caused by Landlord's negligent or wrongful act or omission.

Article 14. **Services**

14.1. LANDLORD SERVICES TO TENANT. Throughout Term, Landlord agrees that, without charge (except as expressly set forth in Article 3 above), it will furnish to Tenant the following services for the Premises and Common Areas in accordance with standards no less than Building Standard Condition:

14.1.1. Electricity for normal lighting purposes and the operation of Tenant's equipment twenty-four (24) hours a day seven (7) days a week, in a manner consistent with in other retail centers of comparable quality in the Tallahassee Area and equivalent to the level of electrical service being provided by the Landlord in Town Center on the Effective Date hereof;

14.1.2. Normal and usual cleaning services for the Common Areas to be provided as reasonably needed, but in no event less frequent than once per month for the parking areas and once per week for the other Common Areas;

14.1.3. Cold running water and sewer service to the Premises twenty-four (24) hours a day seven (7) days a week;

14.1.4. HV/AC service to the Premises;

14.1.5. All electric bulbs, ballasts and fluorescent tubes and replacements thereof in Building Standard light fixtures in the Common Areas;

14.1.6. Lamping of all Building Standard ceiling lighting fixtures in the Common Areas.

14.2. In the event of an interruption of services, Landlord will use commercially reasonable efforts to cause the restoration of any such interrupted services. If (i) access to any part of the Premises or any utility or service is interrupted (which interruption in service shall include the failure of Landlord to repair or maintain any part of the building or provide any service required hereunder to be provided) or the use of any part of the Premises by Tenant is interrupted as a result of any entry by or work performed in or around the Premises by or on behalf of Landlord, and (ii) such interruption shall continue for more than three (3) consecutive days after written notice of such interruption or failure from Tenant to Landlord, and if such interruption or failure shall render any portion of the Premises unusable for the normal conduct of Tenant's business, then all Full Service Rent and Additional Rent payable hereunder with respect to such unusable portion of the Premises shall be abated retroactively for the period beginning on the date of the interruption or failure and

such rental abatement shall continue until such portion of the Premises is usable again; provided, however, that such rental abatement shall be deemed to be liquidated damages with regard to any claims Tenant may have for loss of business resulting from such interruption of services. Should such interruption continue for a period of thirty (30) consecutive calendar days, Tenant shall have the option to cancel and terminate this Lease.

Article 15.
Personal Guaranty

15.1. GUARANTY OF PERFORMANCE. Dale O. Smith is executing this Lease in his or her individual capacity as Guarantor and does hereby agree to become surety for the full and faithful performance of Tenant in accordance with the terms, and upon the conditions, set forth in this Lease, as the same may be subsequently amended, and further agree that such obligations may be enforced by Landlord against Tenant, or against Guarantor, or against Guarantor and Tenant, jointly. In this capacity as such, said Guarantor hereby waives notice of any modifications to the Lease, waives any notice of defaults by Tenant, and agrees that Landlord may waive defaults by Tenant and grant extensions of time to Tenant without notice to Guarantor and without in any way releasing or impairing the obligations of Guarantor under this Section 15.1. The obligations set forth in this Section 15.1 shall continue in force until all obligations of Tenant pursuant to this Lease, as the same may be amended, have been satisfied, or until Tenant's liability to Landlord pursuant to this Lease, as amended, has been completely discharged, or until no claim by Landlord against Tenant remains outstanding, whichever last occurs.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WORLD BALLET, INC.

By: _____

Dale O. Smith, President

Name: _____

Date: _____

Name: _____

(Corporate Seal)

LEON COUNTY, FLORIDA

Name: _____

Name: _____

ATTEST:

Bob Inzer, Clerk of the Circuit Court
and Comptroller, Leon County, Florida

By: _____

Vincent S. Long
County Administrator

Date: _____

Approved as to Form:
Leon County Attorney's Office

By: _____

Name: _____

By: _____

Herbert W. A. Thiele, Esq.

DALE O. SMITH

Name: _____

Name: _____

Date: _____

Exhibit "A"

Legal Description

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, said Corner also being the Southwest Corner of Lot 1, Block "A", of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323, a distance of 440.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue thence North 89 degrees 31 minutes 48 seconds East along said line, and an extension thereof, a distance of 574.84 feet; thence South 00 degrees 28 minutes 12 seconds East 69.47 feet to a point lying 1.00 feet North of the proposed back of curve as per site plans by J.A.S. Choctaw, dated October 26, 1989, said point also lying on a point of curve concave to the Southwest; thence Southeasterly along said 1.00 foot offset from said back of curb, and along said curve, with a radius of 51.00 feet, through a central angle of 56 degrees 24 minutes 58 seconds, for an arc distance of 50.22 feet (chord of said arc being South 62 degrees 15 minutes 41 seconds East 48.21 feet) to a point of cusp of a curve concave to the North; thence along said 1.00 foot offset line and said curve, with a radius of 4.00 feet; through a central angle of 89 degrees 48 minutes 12 seconds, for an arc distance of 6.28 feet (the chord of said arc being South 73 degrees 32 minutes 46 seconds East, 5.65 feet); thence continue along said 1.00 foot offset line as follows: North 61 degrees 33 minutes 05 seconds East, 16.25 feet; thence South 28 degrees 26 minutes 55 seconds East, 65.00 feet; thence South 61 degrees 33 minutes 05 seconds West, 16.00 feet to a point of curve to the left; thence along said curve, with a radius of 4.00 feet; through a central angle of 90 degrees 11 minutes 42 seconds, for an arc distance of 6.30 feet (the chord of said arc being South 16 degrees 27 minutes 14 seconds West, 5.67 feet) to a point of cusp of a curve concave to the Northeast; thence along said curve, with a radius of 99.00 feet; through a central angle of 14 degrees 18 minutes 44 seconds, for an arc distance of 24.73 feet (the chord of said arc being South 29 degrees 55 minutes 49 seconds East, 24.67 feet); thence South 45 degrees 27 minutes 00 seconds East, 173.90 feet to a point of curve to the right, thence along said curve, with a radius of 51.00 feet; through a central angle of 18 degrees 29 minutes 31 seconds, for an arc distance of 16.46 feet (the chord of said arc being South 36 degrees 12 minutes 14 seconds West, 16.39 feet); thence South 26 degrees 57 minutes 29 seconds East, 86.50 feet to the point of curve to the left; thence along the said curve, with a radius of 29.00 feet; through a central angle of 49 degrees 22 minutes 51 seconds for an arc distance of 24.99 feet (the chord of said arc being South 51 degrees 38 minutes 54 seconds East, 24.23 feet) to the intersection of said 1.00 foot offset line and the Northerly R/W boundary of Fred George Road; thence South 66 degrees 07 minutes 13 seconds West along said Fred George Road R/W a distance of 206.59 feet to a point of curve to the left; thence along said R/W curve, with a radius of 498.36 feet, through a central angle of 30 degrees 22 minutes 12 seconds, for an arc distance of 264.16 feet (the chord of said arc being South 50 degrees 56 minutes 07 seconds West, 261.08 feet); a distance of 235.00 feet; thence leaving said

R/W and run South 89 degrees 31 minutes 49 seconds West 280.00 feet; thence North 06 degrees 25 minutes 35 seconds West, 398.69 feet; thence North 00 degrees 28 minutes 11 seconds West, 445.00 feet to the Point of Beginning.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, said Corner also marking the Southwest Corner of Lot 1, Block "A", of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323 and an extension thereof a distance of 1253.05 feet to the Westerly R/W boundary of U.S. Highway 27 (North Monroe Street), said point lying on a curve concave to the West; thence along said R/W curve, with a radius of 3518.80 feet, through a central angle of 02 degrees 29 minutes 39 seconds, for an arc distance of 153.18 feet (the chord of said arc being South 28 degrees 29 minutes 56 seconds East, 153.17 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue along said R/W curve, with a radius of 3518.80 feet, through a central angle of 00 degrees 35 minutes 52 seconds, for an arc distance of 36.71 feet (the chord of said arc being South 26 degrees 57 minutes 10 seconds East, 36.71 feet) to a point lying on a curve concave to the Southwest; thence leaving said R/W and run along said curve, with a radius of 34.00 feet, through a central angle of 22 degrees 41 minutes 15 seconds, for an arc distance of 13.46 feet (the chord of said arc being South 74 degrees 08 minutes 29 seconds West, 13.38 feet); thence South 62 degrees 47 minutes 52 seconds West, 138.91 feet to a point of curve to the left; thence along said curve, with a radius of 24.00 feet through a central angle of 108 degrees 14 minutes 52 seconds, for an arc distance of 45.34 feet (the chord of said arc being South 08 degrees 40 minutes 26 seconds West, 38.89 feet); thence North 45 degrees 27 minutes 00 seconds West, 84.23 feet to a point lying on a curve concave to the North ; thence along said curve, with a radius of 24.00 feet, through a central angle of 71 degrees 45 minutes 08 seconds, for an arc distance of 30.06 feet (the chord of said arc being South 81 degrees 19 minutes 34 seconds East, 28.13 feet); thence North 62 degrees 47 minutes 52 seconds East, 166.86 feet to a point of curve to the left; thence along said curve, with a radius of 34.00 feet, through a central angle of 20 degrees 07 minutes 19 seconds, for an arc distance of 11.94 feet (the chord of said arc being North 52 degrees 44 minutes 12 seconds East, 11.88 feet) the Point of Beginning.

ALSO TOGETHER WITH:

An exclusive easement for pylon signage purposes as provided in that certain Declaration of Reciprocal Ingress and Egress, Utility, Signage and Parking Easements dated May 6, 1991, and recorded August 13, 1991, in Official

Records Book 1509, Page 2082, Public Records of Leon County, Florida upon the following described property:

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida, said Corner also marking the Southwest Corner of Lot 1, Block "A" of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323 and an extension thereof a distance of 1253.05 feet to the Westerly right-of-way boundary of U.S. Highway 27 (North Monroe Street), said point lying on a curve concave to the West; thence along said right-of-way curve, with a radius of 3518.80 feet, through a central angle of 03 degrees 05 minutes 31 seconds, for an arc distance of 189.88 feet (the chord of said arc being South 28 degrees 12 minutes 00 seconds East, 189.86 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue along said right-of-way curve, with a radius of 3518.80 feet, through a central angle of 00 degrees 09 minutes 09 seconds, for an arc distance of 9.37 feet (the chord of said arc being South 26 degrees 34 minutes 40 seconds East, 9.37 feet); thence leaving said right-of-way and run South 62 degrees 47 minutes 52 seconds West, 15.01 feet; thence North 27 degrees 12 minutes 08 seconds West 12.00 feet to the Southerly right-of-way boundary of an ingress, egress and utility easement; thence North 62 degrees 47 minutes 52 seconds East along said right-of-way, a distance of 2.00 feet to a point of curve to the right; thence along said right of way curve with a radius of 34.00 feet, through a central angle of 22 degrees 41 minutes 15 seconds, for an arc distance of 13.46 feet (the chord of said arc being North 74 degrees 08 minutes 29 seconds East 13.38 feet) to the Point of Beginning.

AND ALSO TOGETHER WITH:

An exclusive easement for pedestrian and vehicular ingress and egress and parking purposes on, across and over all paved roadways, access ways or parking areas which are now or hereafter located on the real property shown within the shaded areas on Exhibit "E" attached to and made a part of that certain Declaration of Reciprocal Ingress and Egress, Utility, Signage and Parking Easements dated May 6, 1991 and recorded August 13, 1991, in Official Records Book 1509, Page 2082, Public Records of Leon County, Florida.

Exhibit "B"

Premises

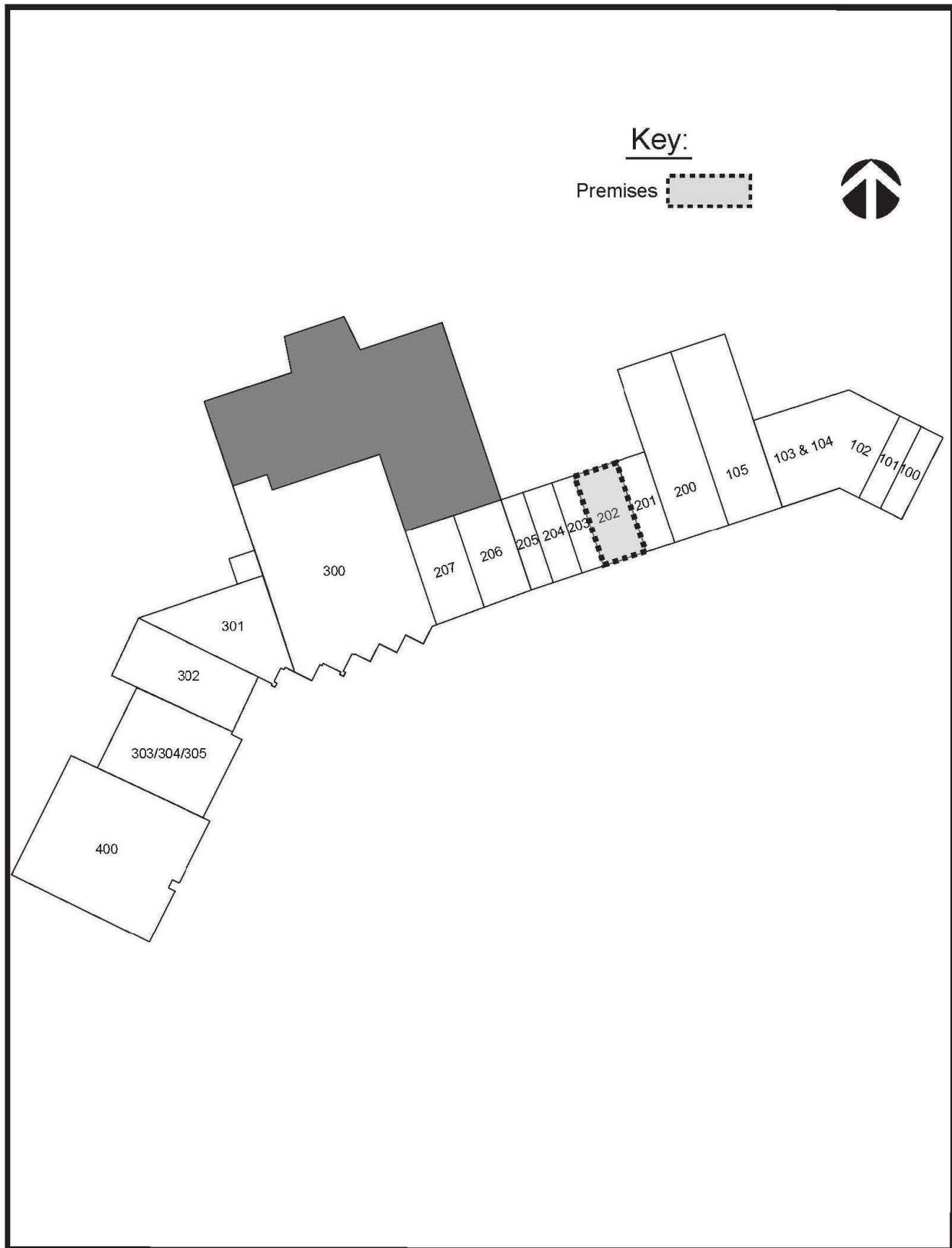


Exhibit "C"

Tenant Sign Criteria

Sign Criteria: Individual Letters

Tenant's fascia sign ("hereinafter called "Sign") shall be designed, built, installed and maintained in strict accordance with the following criteria.

1. Design:

(A) The Sign shall be individually lighted letters mounted directly to the sign fascia, or mounted on a continuous metal bar or raceway. All letters and symbols shall be formed with metal sides and plastic faces; the letters shall have a minimum depth of four (4) inches with the plastic faces being a minimum of three-sixteenths (3/16) inch thick. The Sign shall be lighted adequately to achieve an even lighting level across the face of the letter. All wiring and electrical devices shall be hidden from view. If a raceway or wiring bar is provided, it shall be colored to match the sign fascia.

(B) Mounting of the Sign shall be performed in a workmanlike manner. Tenant accepts responsibility for any damage to the property caused by Tenant's sign installer.

(C) All materials used in the fabrication and mounting of the Sign, including but not limited to fasteners, bolts and screws, shall be rustproof. If the sign fascia is metal, then the fascia shall be protected from galvanic reaction with all metal parts of the Sign.

2. Size: The Sign shall conform to the following size and location requirements:

(A) The length of the Sign shall not be greater than eighty percent (80%) of the frontage of the Demised Premises. The length of the Sign shall be measured from the outer edge of the first letter to the outer edge of the last letter.

(B) The vertical height of the Sign shall not be greater than fifty percent (50%) of the sign fascia, and in no case shall the vertical height of the Sign be less than eighteen (18) inches. The vertical height of the Sign shall be measured from the tallest letter and shall include the tails of lower case letters that extend below the line. In cases where Sign letters are stacked, the vertical height measurement shall include all stacked letters and the spaces between letter rows. Raceways and wiring bars shall be included in the vertical height measurement.

3. Location: The Sign shall be centered on the Tenant's storefront horizontally, and shall be centered on the sign fascia vertically. If the fascia is angular, the Sign shall be mounted perpendicular to the ground and diagonal bracing shall be attached to the rear of the sign.

4. Landlord's Approval: Tenant, at Tenant's sole expense, shall have prepared and shall submit to Landlord three (3) copies of the plans and specifications for Tenant's Sign, prior to fabrication of the Sign. The plans shall include detailed information concerning the size, location, materials, color, electrical devices and connections. Landlord shall have ten (10) working days from receipt of the plans to approve/disapprove them.

5. Applicable Laws: Tenant is responsible for securing all necessary permits and approvals from governmental authorities having jurisdiction. Tenant shall further cause the Sign to be fabricated and installed to comply with all applicable laws, rules and ordinances promulgated by the governmental authorities having jurisdiction, and in accordance with the plans as approved by Landlord.

6. Other Signage: Tenant shall not place any under canopy signage in front of the Demised Premises without prior written approval of Landlord. In the event Landlord determines that under canopy signs are desirable for the Shopping Center, Tenant shall place such a sign according to specifications provided by Landlord. Tenant shall be prohibited from placing any other signage on, about or in front of the Shopping Center, or the Demised Premises, without the prior written consent of Landlord. This shall include but not be limited to: banner signs, marquee signs, trailer signs, billboard signs, and window painted signs. If Tenant violates this restriction, Landlord shall have the right, without notice to Tenant, to remove such sign without liability therefor.

7. Maintenance: Tenant shall maintain the Sign during the Term of this Lease and any extension thereof. The Sign shall be kept clean and in operating condition and Tenant shall develop a continuing maintenance program to ensure same.

Sign Criteria: Metal Box

Tenant's fascia sign ("hereinafter called "Sign") shall be designed, built, installed and maintained in strict accordance with the following criteria.

1. Design:

(A) The Sign shall be a metal box type sign. The interior shall be illuminated, with a molded plastic face. The metal wall of the box shall have a minimum depth of four (4) inches, shall be constructed of aluminum or porcelain enamel, and shall be colored to match the sign fascia. The thickness of the face of the box shall be a minimum of three-sixteenths (3/16) inch thick. The Sign shall be lighted adequately to achieve an even lighting level across the face of the box. All wiring and electrical devices shall be hidden from view.

(B) Mounting of the Sign shall be performed in a workmanlike manner. Tenant accepts responsibility for any damage to the property caused by Tenant's sign installer.

(C) All materials used in the fabrication and mounting of the Sign, including but not limited to fasteners, bolts and screws, shall be rustproof. If the sign fascia is metal, then the fascia shall be protected from galvanic reaction with all metal parts of the Sign.

2. Size: The Sign shall conform to the following size and location requirements:

(A) The length of the Sign shall not be greater than eighty percent (80%) of the frontage of the Demised Premises. The length of the Sign shall be measured from the outer edge of the left side of the box to the outer edge of the right side of the box.

(B) The vertical height of the Sign shall not be greater than fifty percent (50%) of the sign fascia, and in no case shall the vertical height of the Sign be less than eighteen (18) inches. The vertical height of the Sign shall be measured from the top of the box to the bottom of the box. Raceways and wiring bars shall be included in the vertical height measurement.

3. Location: The Sign shall be centered on the Tenant's storefront horizontally, and shall be centered on the sign fascia vertically. If the fascia is angular, the Sign shall be mounted perpendicular to the ground and diagonal bracing shall be attached to the rear of the sign.

4. Landlord's Approval: Tenant, at Tenant's sole expense, shall have prepared and shall submit to Landlord three (3) copies of the plans and specifications for Tenant's Sign, prior to fabrication of the Sign. The plans shall include detailed information concerning the size, location, materials, color, electrical devices and connections. Landlord shall have ten (10) working days from receipt of the plans to approve/disapprove them.

5. Applicable Laws: Tenant is responsible for securing all necessary permits and approvals from governmental authorities having jurisdiction. Tenant shall further cause the Sign to be fabricated and installed to comply with all applicable laws, rules and ordinances promulgated by the governmental authorities having jurisdiction, and in accordance with the plans as approved by Landlord.

6. Other Signage: Tenant shall not place any under canopy signage in front of the Demised Premises without prior written approval of Landlord. In the event Landlord determines that under canopy signs are desirable for the Shopping Center, Tenant shall place such a sign according to specifications provided by Landlord. Tenant shall be prohibited from placing any other signage on, about or in front of the Shopping Center, or the Demised Premises, without the prior written consent of Landlord. This shall include but not be limited to: banner signs, marquee signs, trailer signs, billboard signs, and window painted signs. If Tenant violates this restriction, Landlord shall have the right, without notice to Tenant, to remove such sign without liability therefor.

7. Maintenance: Tenant shall maintain the Sign during the Term of this Lease and any extension thereof. The Sign shall be kept clean and in operating condition and Tenant shall develop a continuing maintenance program to ensure same.

Exhibit "D"

Rules and Regulations

- a. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.
- b. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises or Shopping Center.
- c. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish.
- d. No radio or television or similar device shall be installed without first obtaining in each instance Landlord's prior written consent. No aerial, antenna, satellite dish or similar device shall be erected on the roof or exterior walls of Huntington Oaks or on the grounds, without the prior written consent of Landlord. Any such device so installed without such consent shall be subject to removal without notice at any time, without liability to the Landlord therefor; costs incurred by Landlord for such removal shall be paid by Tenant.
- e. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- f. If the Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water pipes and fixtures.
- g. Tenant shall keep exterior areas immediately adjoining the Premises clean and free from snow, ice, dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise outside Tenant's Premises.
- h. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents or invitees shall have caused same. Tenant shall be responsible for all sanitary sewer lines up to the limit of Tenant's private sewer line, whether or not such lines are located within the Premises.
- i. Tenant shall, at Tenant's cost, employ a qualified pest extermination contractor, whose services shall be scheduled as needed and so as not to unreasonably interfere with the operation of Huntington Oaks. If required by Landlord, Tenant shall schedule services monthly.
- j. Tenant shall not burn any trash or garbage of any kind in or about Huntington Oaks.

k. Tenant and its employees shall park their motor vehicles only in those parking areas designated for that purpose by Landlord, and upon request, Tenant shall provide Landlord with a list of its employees' motor vehicle license tag numbers. If Tenant and/or its employees are in violation of this rule, Landlord shall have the right to tow said vehicle at Tenant's expense.

l. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of Huntington Oaks or their employees, agents, customers or invitees.

m. Tenant's access to the roof is limited to maintenance of equipment installed with Landlord's approval, and inspections for damage to that equipment. Neither Tenant nor its agents or employees shall enter upon the roof at any time without the express prior approval of Landlord.

n. Neither Tenant, its agents nor its employees shall solicit business in the parking area or other common areas, nor shall Tenant, its agents or its employees, distribute or display any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area, or in other common areas. If any such materials are distributed, Tenant shall pay Landlord for the cost of cleanup.

o. There shall be no commercial use of any of the common area without the prior written consent of the Property Manager.

RESOLUTION NO. R16-_____

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA, OF THE INTENT TO LEASE SPACE AT
LAKE JACKSON TOWN CENTER AT HUNTINGTON, PURSUANT TO
FLA. STAT. § 125.38, TO WORLD BALLET, INC., A FLORIDA NOT FOR
PROFIT CORPORATION**

WHEREAS, Leon County (the “County”) is the owner of that certain 11.56-acre parcel of real property located at 3840 North Monroe Street, Tallahassee, Leon County, Florida and identified by the Leon County Property Appraiser as Parcel ID 2109200040000, on which is located the Lake Jackson Town Center at Huntington, a shopping center containing approximately 69,262 square feet of net rental space (the “Shopping Center”); and

WHEREAS, World Ballet, Inc. (“World Ballet”) is a nonprofit performing arts organization that provides high level, professional training and education in the dance arts to children and adults in the community; and

WHEREAS, World Ballet strives to impact the community by promoting diversity through dance training, classes, education, performances, and collaborations; and

WHEREAS, World Ballet strives for its community initiative via a “ticket share” program that donates tickets to its performances to organizations that positively impact the lives of school-age youth; and

WHEREAS, World Ballet provides access to dance training at a discounted cost, or at no cost, via its “Sponsor a Dancer’s Dream” program; and

WHEREAS, World Ballet entered into a License Agreement with the County to temporarily utilize space in the Shopping Center, such space being identified as Suite 202 and consisting of 1,800 square feet, for the time period of three months, October 1, 2016 through December 31, 2016; and

WHEREAS, World Ballet has applied to the County to lease Suite 202 in the Shopping Center for a term of three years commencing January 1, 2017; and

WHEREAS, the rental rate proposed to be paid by World Ballet for the lease of space at the Shopping Center is less than 90% of the fair market rental rate; and

WHEREAS, section 125.38, Florida Statutes, allows the County to lease its property to a corporation not for profit at such price, whether nominal or otherwise, as the Board may fix, provided the Board is satisfied that such leased property is not needed for County purposes, that the leased property is required for use by a corporation not for profit, and that the leased property is to be used for the purpose of promoting public or community interest and welfare; and

WHEREAS, pursuant to Article 12.8 of Board Policy No. 16-5, the Real Estate Policy, Board action is required to approve the rental rate to lease County property if the rental rate will be less than 90% of the fair market rental rate;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, that:

1. World Ballet, Inc. (“World Ballet”) is a not for profit corporation within the meaning of section 125.38, Florida Statutes.

2. World Ballet has applied to the County to lease space in the Lake Jackson Town Center at Huntington (the “Shopping Center”), such space being identified as Suite 202, for a term of three years commencing January 1, 2017.

3. The rental rate proposed to be paid by World Ballet for the lease of space at the Shopping Center is less than 90% of the fair market rental rate.

4. The Board is satisfied that the utilization of the space in the Shopping Center as a dance studio by World Ballet will promote the public or community interest and welfare within the meaning of section 125.38, Florida Statutes.

5. The Board is satisfied that the space in the Shopping Center is needed for use by World Ballet and is not needed for County purposes.

6. The County Administrator or designee is hereby authorized to prepare and execute a Lease Agreement with World Ballet for the three-year term beginning January 1, 2017 and ending December 31, 2019, with one additional three-year continuation period, for the monthly full service rent amounts more particularly described as follows:

(a) For the first twelve-month rental period of the term of the Lease, the monthly full service rent amount shall be One Thousand Two Hundred Forty-Nine and

50/100 Dollars (\$1,249.50) based on an annualized full service rental rate of \$8.33 per square foot.

(b) For the second twelve-month rental period of the term of the Lease, the monthly full service rent amount shall be One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00) based on an annualized full service rental rate of \$11.00 per square foot.

(c) For each successive twelve-month rental period of the term of the Lease after the second rental period, including the continuation period, the monthly full service rent amount shall be based on an increase of three percent (3%) over the annualized full service rental rate paid in the previous rental period just ended.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this, the 13th day of December, 2016.

LEON COUNTY, FLORIDA

BY: _____
John E. Dailey, 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

World Ballet INC.

Henry Hernandez, Artistic Director

October 19, 2016

To Whom It May Concern:

World Ballet, Inc. (WBI) is a nonprofit performing arts organization with the mission of impacting our community by promoting diversity through our high-level academy training, extensive education outreach programming, West African classes, extraordinary performances and through unique collaborations, to elevate the artistry of the dance within the Tallahassee/Big Bend region, while offering education to develop dancers, and in particular, young children seeking another outlet for their artistic aspirations.

At this time, World Ballet is asking for you to consider a reduced financial rate in monthly rent for us to continue with our mission at *Lake Jackson Town Center at Huntington*. WBI is a company/training center which brings quality, professional training in the dance arts to an underserved area. Further, your favorable consideration would allow World Ballet to expand its community service and involvement.

WBI strives for its community initiative by giving 100 ticket contributions for *The Nutcracker* and its spring performance to each of the following organizations to positively affect the lives of school-age youth, to make teaching and learning more effective, and to provide a wide population with the opportunity to learn about dance. These organizations include the Ronald McDonald House, Big Brothers/Big Sisters of the Big Bend, the Arts and Sciences School, Children's Home Society, Big Bend Cares, and Boys Town. Our ticket share program allows us to both cultivate future patrons' love of beautifully performed ballet, and to provide a respite for those who need an escape from worldly cares. Also, WBI provides access to superior dance training at a deeply discounted cost or, at no cost—via Sponsor a Dancer's Dream. With financial support, in the way of a discounted rental rate, WBI will be able to expand its scholarship and ticket share programs.

As new community members of Northwest Tallahassee Florida, it is World Ballet's desire to positively impact the area by encouraging economic and artistic development. WBI's presence in this beautifully situated plaza, will draw new visitors to the area, in addition to bringing our own World Ballet patrons to the area as we host our annual fundraiser and other events. The daytime businesses and location of the city bus line provides daytime visibility. World Ballet's late afternoon and evening classes, in full view of the public can help promote evening patronage as well.

WBI is settling into its new space. It is also addressing an interest/need of its community by instituting new class offerings, particularly for intergenerational groups. Further, World Ballet is working to further develop its partnership with Boy's Town and continue seeking to partner with other organizations that service school aged youth, as well as adults in the northwest region of Tallahassee.

Our goals are to continue to champion diversity, as is implicit in the name "World Ballet," and to provide affordable quality dance training and classes that encourage healthy lifestyles to all demographics. Too, WBI plans to continue serving its community by adding flavor and flair to Tallahassee's artistic landscape with performances that feature students developed in its own training center, as well as international dance artists participating in WBI's cultural exchange artist-in-residence endeavors.

Sincerely,

Henry Hernandez
Artistic Director
World Ballet, Inc.

3840 North Monroe
Suite 202
Tallahassee, FL 32303

850-553-3315

www.worldballetinc.org

anna.smith@worldballetinc.org

**Leon County
Board of County Commissioners**

Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Commissioner Appointments to the Human Services Grant Review Committee and the Library Advisory Board

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Ratify Commissioners' appointments to the Human Services Grant Review Committee for two-year terms, ending December 31, 2018, as follows:

- a. Commissioner Dailey reappoints Ralph DeMeo
- b. Commissioner Desloge reappoints Corbin DeNagy
- c. Commissioner Dozier reappoints Andrea Jones
- d. Commissioner Lindley appoints Sarah Young
- e. Commissioner Maddox reappoints Amber Tynan
- f. Commissioner Proctor reappoints Lauri Hunter
- g. Commissioner Jackson reappoints David Jacobsen

Option #2: Ratify Commissioners' appointments to the Library Advisory Board for two-year terms expiring on December 31, 2018, as follows:

- a. Commissioner Dozier reappoints Carole Fiore
- b. Commissioner Maddox reappoints Marcia Labat
- c. Commissioner Proctor reappoints Eddie Jackson

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:

Human Services Grant Review Committee (HSGRC)

Purpose: The purpose of the Human Services Grant Review Committee is to annually consider requests for Community Human Service Partnership funding submitted by local human service organizations and activities whose programs are designed to meet the needs of the Leon-Tallahassee area. The Community Human Service Partnership (CHSP) is a grant distribution process partnered by Leon County, the City of Tallahassee, and the United Way of the Big Bend which distributes human service dollars to local non-profit organizations.

Composition: Fourteen members are appointed by the Board, with each Commissioner having two staggered appointments. Members serve two-year terms, expiring December 31.

Vacancies: Seven terms expire December 31, 2016. Six members are seeking reappointment to a two-year term expiring on December 31, 2018 (Attachment #1): Ralph DeMeo, Corbin DeNagy, Andrea Jones, Amber Tynan, Lauri Hunter and David Jacobsen. One member, Connie Ruggles, has resigned (Attachment #2). See Table #1.

Table #1: Human Services Grant Review Committee

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Ralph DeMeo	12/31/2016	Ralph DeMeo	Commissioner Dailey makes reappointment.
Corbin DeNagy	12/31/2016	Corbin DeNagy	Commissioner Desloge makes reappointment.
Andrea Jones	12/31/2016	Andrea Jones	Commissioner Dozier makes reappointment.
Connie Ruggles	Resigned 09/29/2016	Sarah Young	Commissioner Lindley makes appointment.
Amber Tynan	12/31/2016	Amber Tynan	Commissioner Maddox makes reappointment.
Lauri Hunter	12/31/2016	Lauri Hunter	Commissioner Proctor Makes reappointment
David Jacobsen	12/31/2016	David Jacobsen	Commissioner Jackson makes reappointment.

Library Advisory Board (LAB)

Purpose: This Committee serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the Library.

Composition: Seven members are appointed by the Board with each Commissioner having one appointment. Members serve two-year terms, expiring December 31.

Vacancy: Three members' terms are expiring on December 31, 2016. All three members are seeking reappointment for two-year terms expiring on December 31, 2018 (Attachment #3): Carole Fiore, Marcia Labat and Eddie Jackson. See Table #2.

Table #2: Library Advisory Board

Vacancy	Term Expiration	Eligible Applicant	Recommended Action
Carole Fiore	12/31/2016	Carole Fiore	Commissioner Dozier makes reappointment.
Marcia Labat	12/31/2016	Marcia Labat	Commissioner Maddox makes reappointment.
Eddie Jackson	12/31/2016	Eddie Jackson	Commissioner Proctor makes reappointment.

Options:

1. Ratify Commissioners' appointments to the Human Services Grant Review Committee for two-year terms ending December 31, 2018, as follows:
 - a. Commissioner Dailey reappoints Ralph DeMeo
 - b. Commissioner Desloge reappoints Corbin DeNagy
 - c. Commissioner Dozier reappoints Andrea Jones
 - d. Commissioner Lindley appoints Sarah Young
 - e. Commissioner Maddox reappoints Amber Tynan
 - f. Commissioner Proctor reappoints Lauri Hunter
 - g. Commissioner Jackson reappoints David Jacobsen
2. Ratify Commissioners' appointments to the Library Advisory Board for two-year terms expiring on December 31, 2018, as follows:
 - a. Commissioner Dozier reappoints Carole Fiore
 - b. Commissioner Maddox reappoints Marcia Labat
 - c. Commissioner Proctor reappoints Eddie Jackson
3. Board direction.

Recommendation:

Options: #1 a-g, & #2 a-c

Attachments:

1. HSGRC reappointment email
2. Ruggles email
3. Library Board reappointment email

From: Mary Smach
To: Tisdale, Pamela
CC: Lamy, Shington
Date: 10/28/2016 2:46 PM
Subject: Re: Human Services Grant Review Committee

Thanks Pam, I will forward this information on to the Commissioners for consideration on the December Agenda.

Regards,

Mary Smach

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

www.leoncountyfl.gov

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

>>> Pamela Tisdale 10/28/2016 2:28 PM >>>

Mary,

Listed below are the committee members that would like to be reappointed.

1. Tynan, Amber

Begin Term: 2/10/2015

End Term: 12/31/2016

Type: two years

Appointed by: Nick Maddox
Commissioner At-large II

2. DeNagy, Corbin

Begin Term: 2/10/2015

End Term: 12/31/2016

Type: two years

Appointed by: Bryan Desloge
Commissioner District IV

3. DeMeo, Ralph

Begin Term: 12/9/2014

End Term: 12/31/2016

Type: two years

Appointed by: John Dailey
Commissioner District III

4. Jones, Andrea

Begin Term: 3/10/2015

End Term: 12/31/2016

Type: two years

Appointed by: Kristin Dozier
Commissioner District V

5. Jacobsen, David V.
Begin Term: 9/15/2015
End Term: 12/31/2016
Type: unexpired term
Appointed by: Jane G. Sauls
Commissioner District II

6. Hunter, Lauri
Begin Term: 2/10/2015
End Term: 12/31/2016
Type: two years
Appointed by: Bill Proctor
Commissioner District I

7. **Connie Ruggles**, is not interested in being reappointed.
Begin Term: 12/9/2014
End Term: 12/31/2016
Type: two years
Appointed by: Mary Ann Lindley
Commissioner At-large I

Thanks,

Pam

From: Connie Ruggles <conrug@aol.com>
To: Pamela Tisdale <TisdaleP@leoncountyfl.gov>
Date: 9/29/2016 5:21 PM
Subject: HS Grant Review Committee

Today I received notice of my appointment to the Affordable Housing Advisory Committee. Since County policy states a person cannot serve on two committees at the same time, I must resign from the Human Services Grant Review Committee.

I have enjoyed my service and hope to continue to be involved in the CHSP process as a volunteer.

Thank you and all the others who make this service an excellent civic experience.

Connie Ruggles

Sent from my iPad

From: Cay Hohmeister
To: Smach, Mary
CC: Hunter, Wanda
Date: 10/28/2016 5:22 PM
Subject: Library Advisory Board

Mary--

I've contacted the three Library Advisory Board members whose terms are expiring.

Marcia Labat, appointed by Commissioner Maddox
Carole Fiore, appointed by Commissioner Dozier
Eddie Jackson, appointed by Commissioner Proctor

All three of them are eligible to serve another term, and all immediately said that they like to do it. Marcia and Carole said, yes, I would, immediately; and Eddie said that he would be "very pleased."

The members of the board are knowledgeable, supportive and enthusiastic. Several of them helped serve cake at the Main Library's 25th anniversary celebration!

Please let me know if you have any questions or need more information.

thank you,

Cay

Cay Hohmeister
Director
LeRoy Collins Leon County Public Library System
200 W. Park Avenue
Tallahassee, FL 32301
850) 606-2665
"People Focused, Performance Driven"

Download ebooks and audiobooks using your library card!
<http://www.leoncountyfl.gov/library/>

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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of the Proposed Revised Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities"

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adoption of the Proposed Revised Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities" (Attachment #1).

Report and Discussion

Background:

This agenda item seeks the Board's approval to revise Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities" (Attachment #1) in order to revise terms, add committees, update committee names, remove references to other member appointments, and removal of committees that are no longer active. Policy No. 11-2, was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities (Committees), and the terms of those appointments. The Policy represents those Committees that require County Commission membership.

Analysis:

Proposed revisions to Policy No. 11-2 address the following issues:

- Policy title change: A change to the Policy title to reflect the policy only addresses Commissioners serving on Committees.
- The following committees have been removed from the policy:
 - Economic Development Council: At the January 26, 2016 Board meeting, the Board authorized the termination of the Economic Development Council (EDC) contract and directed staff to take the necessary actions to remove the Economic Development Organization status for the EDC (Attachment #3).
 - ICLEI Local Governments for Sustainability: Leon County is no longer active or a member of ICELI.
 - Joint Planning Board: At the May 24, 2016 Board meeting, the Board approved the proposed revisions to Policy No. 01-04 "Human Services Grant Review Committee" eliminating the Joint Planning Board (Attachment #4).
 - Palmer Munroe Youth Center Community Executive Committee: The Memorandum of Understanding and Interlocal agreement with the City for the Palmer Munroe Youth Center has expired.
- The following reflect name changes for committees:
 - Downtown Tallahassee Business Association: Staff has been advised that the organization has changed its name from the Downtown Merchants & Business Association to the Downtown Tallahassee Business Association.
 - Geographic Information Systems Executive Committee: The name has been corrected to correspond to the name in the Interlocal Agreement (Attachment #5).

- Workforce Development Consortium, Region 5: The name has been corrected to correspond to the name in the Interlocal Agreement (Attachment #6).
- Term change for the Apalachee Regional Planning Council (ARPC): Revision of the term for the Commissioner appointment to align with ARPC membership term indicated in the ARPC November 16, 2016 letter (Attachment #7).
- Addition of the Capital Region Transportation Planning Agency (CRTPA): At the April 26, 2016 meeting, the Board revised its membership on the CRTPA Board from seven to four members. The policy now reflects this composition (Attachment #8).
- Removal of references to citizen appointments: Committee membership for all County committees is governed by stand-alone enabling resolutions, statutes, and by-laws. This policy is intended to consolidate in one place only Commissioner memberships, length of terms and appointment process. As the references to citizen appointments in the policy do not reflect all County committees, staff is recommending these references be removed.

Attachment #2 shows the proposed changes to the current policy with strikethrough and Attachment #1 is the final proposed revised policy.

Options:

1. Adopt proposed revised Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities" (Attachment #1).
2. Do not adopt proposed revised Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities".
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Revised Leon County Policy No. 11-2
2. Policy 11-2 with strike-thru
3. January 26, 2016 Follow-up
4. May 24, 2016 Follow-up
5. GIS Interlocal
6. CareerSource Capital Region Interlocal
7. ARPC letter
8. CRTPA email

Board of County Commissioners Leon County, Florida

Policy No. 11-2

Title: Commissioner Membership on Boards, Committees, Councils, and Authorities

Date Adopted: December 13, 2016

Effective Date: December 13, 2016

Reference: See Footnotes for references

Policy Superseded: Policy No. 93-13, Membership by the Board of County Commissioners on Boards, Committees, Councils and Authorities, adopted January 12, 1993; Policy No. 98-6, Membership by the Board of County Commissioners on Boards, Committees, Councils, Authorities, and Liaison, adopted October 13, 1998; revised February 26, 2008; revised July 13, 2010; revised November 16, 2010; revised December 14, 2010; Policy No. 11-2, Membership on Boards, Committees, Councils, and Authorities, adopted April 12, 2011; revised August 23, 2011; revised April 23, 2013; revised April 8, 2014; revised January 26, 2016

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-2, revised by the Board of County Commissioners on January 26, 2016, is hereby amended, and a revised policy is hereby adopted in its place, to wit:

1. The following table represents the Boards, Committees, Councils, and Authorities, which require County Commission membership and appointments of some, but not all, Commissioners who shall serve on the basis of their position. In addition, the table establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership.
2. Full Board (Appointing Authority) appointments shall be made at the first regularly scheduled meeting of the Board of County Commissioners during the month of December or as soon thereafter as possible.
3. Chairman appointments shall be made by written memorandum or letter from the Chairman to the Committee, Council, Board or Authority and a copy to the appointee.
4. The administration and maintenance of the list of Chairman and Full Board appointments is assigned to the Agenda Coordinator.
5. Each Commissioner appointee shall endeavor to keep the Board of County Commissioners advised of those significant actions taken within their area of appointment.

Policy No. 11-2

1.06

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Apalachee Regional Planning Council ¹	Member	One Commissioner	Two Years	Full Board
	Member	One City Commissioner	Two Years	Full Board
Big Bend Continuum of Care Board ²	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizen Advisory Committee ³	Liaison (not a member)	One Commissioner	Two Years	Full Board
Canvassing Board ⁴	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member (Substitute)	One Commissioner	Two Years	Full Board
	Member (Alternate Substitute)	One Commissioner	Two Years	Full Board
Capital Region Transportation Planning Agency ⁵	Members	Three Commissioners	Two Years	Full Board
Challenger Learning Center Board ⁶	Member	One Commissioner	Two Years	Chairman
Community Redevelopment Agency (CRA) ⁷	Members	Four Commissioners	Two Years	Full Board
Council on Culture & Arts ⁸	Member (Ex Officio voting)	One Commissioner	Four Years	Full Board
Criminal Justice Coordinating Council ⁹	Member	One Commissioner	Two Years	Chairman
Downtown Improvement Authority (DIA) ¹⁰ and Downtown Tallahassee Business Association (DTBA) ¹¹	Member (Ex Officio voting)	One Commissioner Serves on both the DIA and DTBA	Two Years	Chairman
Educational Facilities Authority ¹²	Liaison (not a member)	One Commissioner	Two Years	Full Board
Geographic Information Systems Executive Committee ¹³	Member	One Commissioner	Two Years	Chairman

Policy No. 11-2

1.06

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Joint City/County/School Board Coordinating Committee ¹⁴	Member	One Commissioner	Four Years	Full Board
Juvenile Justice Circuit Advisory Board ¹⁵	Member	One Commissioner	No term limits	Full Board
Public Safety Coordinating Council ¹⁶	Member	One Commissioner	Two Years	Chairman
Research and Development Authority ¹⁷	Member	One Commissioner	Four Years	Full Board (By Resolution)
Tallahassee Sports Council ¹⁸	Member	One Commissioner	Three Years	Chairman
Tourist Development Council ¹⁹	Member (Serves as TDC Vice Chair)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
Transportation Disadvantaged Coordinating Board ²⁰	Member (Serves as TDCB Chair)	One Commissioner	Two Years	Chairman
Value Adjustment Board ²¹	Members (one selected as VAB Chair)	Two Commissioners	Two Years	Full Board
Workforce Development Consortium, Region 5 ²²	Member	One Commissioner	Two Years	Full Board

Policy No. 11-2
Commissioner Membership on Boards, Committees, Councils, and Authorities

1.06

Foot Notes:

1. *Apalachee Regional Council: Section 186.504 F.S.; FL Admin Code 29L-1 (a) Of the three (3) representatives accorded to each member county, the county elected official shall be appointed by the Board of County Commissioners of the member county and shall serve at the pleasure of the Board of County Commissioners. Each Board of County Commissioners will then also appoint either the elected representative of the cities or the non-elected representative of the private sector.(b) The third representative from each county shall be appointed by the Governor subject to confirmation by the State Senate, pursuant to the provisions of Section 160.01(3), F.S.*
2. *Big Bend Continuum of Care Board: Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act; CoC Governance Charter*
3. *Canopy Road Committee Bylaws*
4. *Section 102.141 F.S.; Canvassing Board members must not be a candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed (Disqualified to Serve) Substitute Member serves if Chairman is unable or Disqualified to Serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or Disqualified to Serve.*
5. *Capital Region Transportation Planning Agency Interlocal Agreement, Amended May 13, 2014 and Leon County Resolution No. 09-42*
6. *Challenger Learning Center Board Bylaws*
7. *Community Redevelopment Agency: City Code of Law, Chapter 6, Art. II, Div 2; Terms shall be consistent with City of Tallahassee Ordinance No. 07-O-35AA, which currently stipulates terms are concurrent with term of office; however, the County has requested a revision to provide for bi-annual appointments*
8. *Sec. 265.32, F.S.; Res. R85-46, 10/29/1985; Interlocal Agreement, 10/18/1985; COCA Bylaws; During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.*
9. *Criminal Justice Coordinating Council: Admin Order 2002-10*
10. *Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1)*
11. *Downtown Tallahassee Business Association Bylaws*
12. *Sec. 243.21(4) F.S.; Resolutions R90-42, Resolution R07-65; Term for Educational Facilities Authority (members is five years); (Sec. 243.21, F.S., and Resolution Resolutions R90-42; members required to file financial disclosures (R07-65)*
13. *Geographic Information Systems: Interlocal Agreement, May 1990*
14. *Joint City/County/School Board Coordinating Committee: Interlocal Agreement, September 2006*
15. *Juvenile Justice Circuit Advisory Board - HB 617 (2013); F.S.*
16. *Public Safety Coordinating Council: Sec. 951.25 F.S.; PSCC membership shall be consistent with Sec. 951.26, F.S. and include "...representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms."*
17. *Research and Development Authority: Sec. 159.703 F.S.; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution No. R16-19; members required to file financial disclosures (R07-65)*
18. *Tallahassee Sports Council; Enabling Resolution No. R12-05– February 28, 2012*
19. *125.0104(4)(e) F.S.; Ordinance No. 2011-10; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Appointments to Tourist Development Council (TDC) shall be consistent with Ordinance No. 2011-10, Leon County Code, Chapter 11, III; and Sec. 125.0104(4)(e), F.S. Selection Criteria for TDC members: One member of the Council shall be the current Chairman of the Board of County Commissioners of Leon County, or any other member of the Board as designated by the Chairman, who shall serve as Vice Chairman of the Tourist Development Council. The four-year term of the members, as required by Florida Statute and Leon County Code, cannot be applicable to the member position held by the Chairman (or other designated Commissioner)*

Policy No. 11-2

1.06

Commissioner Membership on Boards, Committees, Councils, and Authorities

because the Chairman is elected annually for only a one-year term. As such, upon approval by the Board of County Commissioners, the Chairman (or other designated Commissioner) may be appointed to the Tourist Development Council for a term of less than four years.

20. *Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) FL Administrative. Code*
21. *Sec. 194.015 F.S.; FAC Code 12D-9.004; Selection Criteria for Value Adjustment Board.*
22. *Sec. 445.007, F. S.; 2015 Interlocal Agreement between Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, Leon County, Gadsden County, and Wakulla County*

Revised 12/13/2016

Board of County Commissioners Leon County, Florida

Policy No. 11-2

Title: Commissioner Membership on Boards, Committees, Councils, and Authorities

Date Adopted: ~~January 26, 2016~~ December 13, 2016

Effective Date: ~~January 26, 2016~~ December 13, 2016

Reference: See Footnotes for references

Policy Superseded: Policy No. 93-13, Membership by the Board of County Commissioners on Boards, Committees, Councils and Authorities, adopted January 12, 1993; Policy No. 98-6, Membership by the Board of County Commissioners on Boards, Committees, Councils, Authorities, and Liaison, adopted October 13, 1998; revised February 26, 2008; revised July 13, 2010; revised November 16, 2010; revised December 14, 2010; Policy No. 11-2, Membership on Boards, Committees, Councils, and Authorities, adopted April 12, 2011; revised August 23, 2011; revised April 23, 2013; revised April 8, 2014; revised January 26, 2016

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-2, revised by the Board of County Commissioners on ~~April 8, 2014~~ January 26, 2016, is hereby ~~amended~~ repealed and superseded, and a revised policy is hereby adopted in its place, to wit:

1. The following table represents the Boards, Committees, Councils, and Authorities, which require County Commission membership and appointments of some, but not all, Commissioners who shall serve on the basis of their position. In addition, the table establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership. ~~The table also reflects the appointing authority, the eligibility for appointment, and term of appointment for the other members of such Boards, Committees, Councils, and Authorities.~~
2. Full Board (Appointing Authority) appointments shall be made at the first regularly scheduled meeting of the Board of County Commissioners during the month of December or as soon thereafter as possible.
- ~~2.3.~~ Chairman appointments shall be made by written memorandum or letter from the Chairman to the Committee, Council, Board or Authority and a copy to the appointee.
- ~~3.4.~~ The administration and maintenance of the list of Chairman and Full Board appointments is assigned to the Agenda Coordinator.
- ~~4.5.~~ Each Commissioner appointee shall endeavor to keep the Board of County Commissioners advised of those significant actions taken within their area of appointment.

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Apalachee Regional Planning Council ¹	Member	One Commissioner	Two Years	Full Board
	Member	One City Commissioner	One <u>Two</u> Years	Full Board
Big Bend Continuum of Care Board ²	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizen Advisory Committee ³	Liaison (not a member)	One Commissioner	Two Years	Full Board
	Members	Four Citizens*	Three Years	Full Board
Canvassing Board ⁴	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member (Substitute)	One Commissioner	Two Years	Full Board
	Member (Alternate Substitute)	One Commissioner	Two Years	Full Board
<u>Capital Region Transportation Planning Agency⁵</u>	<u>Members</u>	<u>Three Commissioners</u>	<u>Two Years</u>	<u>Full Board</u>
Challenger Learning Center Board ⁶⁵	Member	One Commissioner	Two Years	Chairman
Community Redevelopment Agency (CRA) ⁷⁶	Members	Four Commissioners	Two Years	Full Board
Council on Culture & Arts ⁸⁷	Member (Ex Officio voting)	One Commissioner	Four Years	Full Board
	Members	Eight Citizens*	Four Years	Full Board
	Members	Seven Citizens*	Four Years	Mayor
	Member (Ex Officio voting)	One City Commissioner	Four Years	Mayor
Criminal Justice Coordinating Council ⁹⁸	Member	One Commissioner	Two Years	Chairman
Downtown Improvement Authority (DIA) ¹⁰⁹ and Downtown Merchants & Tallahassee Business Association (DTBA) ¹¹⁰	Member (Ex Officio voting)	One Commissioner Serves on both the DIA and DTBA	Two Years	Chairman

Policy No. 11-2

1.06

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Economic Development Council (EDC)¹⁴	Members	Two Commissioners	Two Years	Full Board
	Member	County Administrator or Employee designee	N/A	County Administrator
Educational Facilities Authority¹²	Liaison (not a member)	One Commissioner	Two Years	Full Board
	Members	Seven Citizens	Five Years	Full Board
Geographic-based Information Systems Executive Committee¹³	Member	One Commissioner	Two Years	Chairman
ICLEI – Local Governments for Sustainability¹⁴	Elected Official Liaison	One Commissioner	Concurrent w/ term of office	Full Board
	Staff Liaison	County Administrator or Employee	N/A	County Administrator
Joint City/County/School Board Coordinating Committee¹⁴⁵	Member	One Commissioner	Four Years	Full Board
	Member	One Citizen*	Four Years	Full Board
Joint Planning Board (CHSP)¹⁶	Member	One Commissioner	Two Years	Chairman
	Member	One Citizen*	Two Years	Full Board
Juvenile Justice Circuit Advisory Board¹⁵⁷	Member	One Commissioner	No term limits	Full Board
Palmer Munroe Youth Center Community Executive Committee¹⁸	Member	One Commissioner	Three Years	Full Board
	Member	One Citizen*	Three Years	Full Board
Public Safety Coordinating Council¹⁶⁹	Member	One Commissioner	Two Years	Chairman
	Member	County Probation Director	Four Years	County Administrator
	Members, at Chairman's Discretion	Representatives from county and state jobs programs and other community groups who work with offenders and victims	Four Years	Chairman
Research and Development Authority¹⁷²⁰	Member	One Commissioner	Four Years	Full Board (By Resolution)
	Members	Four Citizens*	Four Years	Full Board (By Resolution)

Policy No. 11-2

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Tallahassee Sports Council ¹⁸²⁴	Member	One Commissioner	Three Years	Chairman
	Members	Six Citizens	Three Years	Full Board
	Members	Twelve Members, specified by position	Three Years	Full Board
Tourist Development Council ¹⁹²²	Member (Serves as TDC Vice Chair)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
	Members	Six Citizens* (consistent with Leon County Code)	Four Years	Full Board
	Members	Two City Commissioners	Four Years	Full Board
Transportation Disadvantaged Coordinating Board ²⁰³	Member (Serves as TDCB Chair)	One Commissioner	Two Years	Chairman
Value Adjustment Board ²¹⁴	Members (one selected as VAB Chair)	Two Commissioners	Two Years	Full Board
	Member	One Citizen*	Two Years	Full Board
Workforce <u>Development Region 5</u> Consortium, <u>Region 5</u> ²²⁵	Member	One Commissioner	Two Years	Full Board

Policy No. 11-2

1.06

Commissioner Membership on Boards, Committees, Councils, and Authorities

Foot Notes:

~~* Leon County Citizen shall be a qualified elector residing in Leon County and shall complete a Committee Application prior to Board consideration for appointment.~~

1. ~~Apalachee Regional Council: Section 186.504 F.S.; FL Admin Code 29-L-1 (a) Of the three (3) representatives accorded to each member county, the county elected official shall be appointed by the Board of County Commissioners of the member county and shall serve at the pleasure of the Board of County Commissioners. Each Board of County Commissioners will then also appoint either the elected representative of the cities or the non-elected representative of the private sector.(b) The third representative from each county shall be appointed by the Governor subject to confirmation by the State Senate, pursuant to the provisions of Section 160.01(3), F.S.~~

2. ~~Big Bend Continuum of Care Board: Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act; CoC Governance Charter~~

3. ~~Canopy Road Committee Bylaws~~

4. ~~Section 102.141 F.S.; Canvassing Board members must not be a candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed (Disqualified to Serve) Substitute Member serves if Chairman is unable or Disqualified to Serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or Disqualified to Serve.~~

5. ~~Capital Region Transportation Planning Agency Interlocal Agreement, Amended May 13, 2014 and Leon County Resolution No. 09-42~~

~~5.6. Challenger Learning Center Board Bylaws~~

6.7. ~~Community Redevelopment Agency: City Code of Law, Chapter 6, Art. II, Div 2; Terms shall be consistent with City of Tallahassee Ordinance No. 07-O-35AA, which currently stipulates terms are concurrent with term of office; however, the County has requested a revision to provide for bi-annual appointments~~

7.8. ~~Sec. 265.32, F.S.; Res. R85-46, 10/29/1985; Interlocal Agreement, 10/18/1985; COCA Bylaws; During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.~~

8.9. ~~Criminal Justice Coordinating Council: Admin Order 2002-10~~

9.10. ~~Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1)~~

10.11. ~~Downtown Tallahassee Business Merchants Association Bylaws~~

11. ~~Economic Development Council Bylaws~~

12. ~~Sec. 243.21(4) F.S.; Resolutions R90-42, Resolution R07-65; Term for Educational Facilities Authority (members is five years; one of such members shall be a trustee, director, officer, or employee of an institution for higher education.-(Sec. 243.21, F.S., and Resolution Resolutions R90-42; members required to file financial disclosures (R07-65)~~

13. ~~Geographic-based Information Systems: Interlocal Agreement, May 1990~~

14. ~~ICLEI Leon County is a member of ICLEI and entitled to a representative~~

15.14. ~~Joint City/County/School Board Coordinating Committee: Interlocal Agreement, September 2006~~

16. ~~Joint Planning Board: Leon County Board Policy No. 01-04; October 23, 2013, Agenda Item #7, Revised JPB Bylaws~~

17.15. ~~Juvenile Justice Circuit Advisory Board - HB 617 (2013); F.S.~~

18. ~~Palmer Munroe Youth Center Community Executive Committee Memorandum of Understanding (MOU) Between City of Tallahassee and Leon County; Palmer Munroe Youth Center Bylaws~~

19.16. ~~Public Safety Coordinating Council: Sec. 951.25 F.S.; PSCC membership shall be consistent with Sec. 951.26, F.S. and include "...representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms."~~

Policy No. 11-2

1.06

Commissioner Membership on Boards, Committees, Councils, and Authorities

~~20.~~17. *Research and Development Authority: Sec. 159.703 F.S.; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution Nos. ~~R10-100, R11-07~~16-19; members required to file financial disclosures (R07-65)*

18. *Tallahassee Sports Council; Enabling Resolution No. R12-05– February 28, 2012*

Policy No. 11-2

1.06

Commissioner Membership on Boards, Committees, Councils, and Authorities

~~19. Sec.~~ 125.0104(4)(e) F.S.; Ordinance No. 2011-10; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Appointments to Tourist Development Council (TDC) shall be consistent with Ordinance No. 2011-10, Leon County Code, Chapter 11, III; and Sec. 125.0104(4)(e), F.S. Selection Criteria for TDC members: One member of the Council shall be the current Chairman of the Board of County Commissioners of Leon County, or any other member of the Board as designated by the Chairman, who shall serve as Vice Chairman of the Tourist Development Council. The four-year term of the members, as required by Florida Statute and Leon County Code, cannot be applicable to the member position held by the Chairman (or other designated Commissioner) because the Chairman is elected annually for only a one-year term. As such, upon approval by the Board of County Commissioners, the Chairman (or other designated Commissioner) may be appointed to the Tourist Development Council for a term of less than four years.

~~21. Two members of the Council shall be Elected Municipal Officials. Three (3) members of the Council shall be owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax. Three (3) members of the Council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax.~~

~~22.20.~~ Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) FL Administrative Code

~~23.21. Sec. 194.015 F.S.; FAC Code 12D-9.004; Selection Criteria for Value Adjustment Board (VAB Citizen Appointment: (1) Person above the age of 18; (2) Owns homestead property within Leon County (3) Is not a member or employee of any taxing authority (4) Does not represent property owners in any administrative or judicial review of property taxes; and (5) Is not engaged in litigation against any County in the State of Florida. The Citizen will be appointed for a one year Value Adjustment Board Cycle, and appointments will be made as soon as possible after the prior cycle has been completed.~~

~~24.22. Sec. 445.007, F. S.; 2015~~ 3 Interlocal Agreement between Workforce plus Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, Leon County, Gadsden County, and Wakulla County

Revised ~~4/26/2016~~ 12/13/2016

Board of County Commissioners Leon County, Florida

Date: January 27, 2016
To: Board of County Commissioners
From: Vincent S. Long, County Administrator
Subject: Follow-up to County Commission Meeting of January 26, 2016

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Desloge delivered the invocation and led the Pledge of Allegiance.

AWARDS AND PRESENTATIONS

- Chairman Bill Proctor presented a Proclamation Honoring the Ghazvini family
- Chairman Bill Proctor presented a Proclamation Honoring DeVoe Moore
- Commissioner Dozier, joined by Chairman Proctor and Commissioner Daily presented a Proclamation In Recognition of Tallahassee Community College's 50th Anniversary
- Presentation on the Capital Region Workforce Development
 - Jim McShane, Executive Director of CareerSource Capital Region, shared an overview of the program including specific initiatives, partnerships, and metrics.

CONSENT

ACTION TAKEN: Commissioner Dozier moved, seconded by Commissioner Maddox to approve the Consent agenda, with the exception of Items #9, #10 and #15, which were pulled for discussion. The motion passed 6-0 with Commissioner Sauls absent.

1. Approval of Minutes: October 27, 2015 Workshop Overview of the Minority, Women and Small Business Enterprise Programs; November 17, 2015 Board Reorganization & Regular Meeting, and December 8, 2015 Regular Meeting
The Board Approved Option #1: Approve the minutes of the October 27, 2015 Workshop Overview of the Minority, Women and Small Business Enterprise Programs; November 17, 2015 Board Reorganization & Regular Meeting, and December 8, 2015 Regular Meeting
2. Approval of Proposed 2016 Board Calendar Modification
The Board Approved Options #1 and #2:
 1. Approve the proposed revision to the Board's February 2016 calendar to reflect the cancellation of the February 16, 2016 regular meeting.
 2. Reschedule the Workshop on Infant Mortality from February 16, 2016 to February 9, 2016 1:00 p.m. to 3:00 p.m.

- Commissioner Proctor asked if, as the incumbent, Capital Asphalt is meeting current aspiration targets. In response Shelly Kelley, Director of Purchasing, stated that Capital Asphalt has not met prior aspirational targets.
- The County Attorney again clarified the motion to be that the Commission deem the lack of the MWBE participant form was an irregularity, that the Board is waiving the irregularity, and that the contract be awarded to Capital Asphalt.

The motion passed 4-2 with Commissioners Proctor and Dozier opposed and with Commissioner Sauls absent.

24. Approval of Agreement Awarding Bid to Allen's Excavation, Inc. in the Amount of \$749,796 for the Construction of Lakeview Drive Improvements
(County Administrator/Public Works/Engineering)

Commissioner Dailey moved, seconded by Commissioner Desloge to approve Option #1: Approve the Agreement awarding bid to Allen's Excavation, Inc. in the Amount of \$749,796 for the Construction of Lakeview Drive Improvements (Attachment #1), and authorize the County Administrator to execute.

The motion passed 5-0 with Commissioner Dozier out of Chambers and Commissioner Sauls absent.

ADD ON:

25. Authorization to Terminate the Economic Development Council (EDC) Contract

(County Administrator/County Administration)

County Administrator made clarification that Option #2 is for an amount up to \$72,708.

Commissioner Desloge moved, seconded by Commissioner Lindley to approve Options #1, #2 and #3:

1. **Authorize the County Administrator to notify the Economic Development Council that the County is exercising the 30 day termination provision of the contract with a final termination date of February 29, 2016.**
2. **Authorize the County Administrator to make a final payment to the EDC not to exceed \$72,708 for services rendered during the current fiscal year.**
3. **Direct staff to take the necessary actions to remove the Economic Development Organization (EDO) status for the EDC.**

The motion passed 6-0, with Commissioner Sauls absent.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

None Scheduled

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

None

Board of County Commissioners

Leon County, Florida

Date: June 2, 2016
To: Board of County Commissioners
From: Vincent S. Long, County Administrator
Subject: Follow-up to County Commission Meeting of May 24, 2016

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Commissioner Bryan Desloge

AWARDS AND PRESENTATIONS

- Proclamation Honoring Local Entrepreneurs Barbara Westcott and Eunice Cofie for Being Chosen to Compete in the "Project Entrepreneur Class of 2016"
(Commissioner Dozier)
- Proclamation Designating May 21 through May 27 as National Safe Boating Week for the United States Coast Guard Auxiliary
(Commissioner Desloge)
- Proclamation Recognizing June as Great Outdoors Month
(Commissioner Desloge)
- ~~[REMOVED] Presentation of the Tallahassee Leon County Geographic Information System (GIS) Program~~
(~~Scott Weisman, Director of GIS~~)

CONSENT

ACTION TAKEN: Commissioner Desloge moved, seconded by Commissioner Sauls to approve the Consent Agenda.

The motion passed 7-0

1. Approval of Minutes: March 8, 2016 Joint City/County 2016 Cycle Comprehensive Plan Amendments Workshop
(Clerk of the Court/Finance/Board Secretary)
The Board Approved Option #1:
1. Approve the minutes of the March 8, 2016 Joint City-County 2016 Cycle Comprehensive Plan Amendments Workshop (Attachment #1)
2. Ratification of Commissioner Appointment to the Contractors Licensing and Examination Board
(County Administrator/County Administration)
The Board Approved Option #1:
1. Waive Policy No. 03-15, "Board-appointed Advisory Committees," regarding term limits, to provide for Commissioner Sauls to reappoint Stephen Hodges to the Contractors Licensing and Examination Board.

be viewed as cost prohibitive and approve the resolution and budget amendment realizing the BP settlement funds (Attachment #1).

The motion passed 7-0

11. Acceptance of Status Report on Community Human Service Partnership

(County Administrator/County Administration/HSCP)

- Speaker: Jackie Malone, United Partners for Human Services (UPHS), stated that the UPHS Board of Directors concurs with the staff's recommendations and asks that the UPHS Executive Director continue to serve as an ex officio member of the CHSP Oversight & Process Improvement Committee. Ms. Malone also asked that the Board consider having the UPHS Executive Director serve as staff for the Committee.
- Commissioner Proctor asked for clarification regarding changes to funding limitations.
 - The County Administrator explained that the proposed revision would prevent agencies that encounter a one-year interruption in funding from being designated as a "new agency" with a 7.5% funding limitation in the following CHSP funding cycle.
- Commissioner Proctor asked if a graduation requirement would be implemented as part of the proposed revisions.
 - The County Administrator stated that a graduation requirement was not included in the proposed revisions.
- Commissioner Proctor asked if the restated MOU would impact the funding formula.
 - The County Administrator clarified that the MOU would not impact the funding formula and would come back to the Board for approval.
- Commissioner Dozier thanked staff for their efforts addressing issues in the funding process and expressed excitement for the proposed revisions. Commissioner Dozier requested that Option #3 be amended to include an annual report to the three respective bodies on issues and trends related to the CHSP process.

Commissioner Dozier moved, seconded by Commissioner Maddox to approve Options #1, #2 & #3 as amended:

1. Accept the status report on Community Human Service Partnership.

2. Approve the proposed revisions to Policy No. 01-04, "Human Services Grant Review Committee," eliminating the Joint Planning Board (Attachment #1).

3. Direct staff to prepare a restated Memorandum of Understanding with the City of Tallahassee and the United Way of the Big Bend for the Community Human Service Partnership, in a form to be approved by the County Attorney and include an annual report to the three respective bodies on issues and trends related to the CHSP process.

The motion passed 7-0

12. Acceptance of Status Report on Local Mental Health Treatment Services and Gap Analysis

(County Administrator/County Administration/HSCP)

- The County Administrator invited Assistant County Administrator, Ken Morris, to present to the Board.

TALLAHASSEE - LEON COUNTY



GIS INTERLOCAL AGREEMENT
MAY 29, 1990

May 16, 1990

INTERLOCAL AGREEMENT
FOR A
GEOGRAPHIC INFORMATION SYSTEM
LEON COUNTY, THE CITY OF TALLAHASSEE, AND THE
LEON COUNTY PROPERTY APPRAISER

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-AGREEMENT-

among the

CITY OF TALLAHASSEE AND LEON COUNTY

This agreement made and entered into this ____ day of ____, 1989, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, the LEON COUNTY PROPERTY APPRAISER, a constitutional officer of Leon County, Florida, hereinafter referred to as the PROPERTY APPRAISER, and the CITY of TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as CITY.

W I T N E S S E T H

WHEREAS; it is of benefit to all the citizens of the City of Tallahassee and of Leon County that both governments cooperate to resolve community problems, and

WHEREAS; significant community needs exist for an integrated public data, mapping, and information system, and

WHEREAS; Florida Statute 163 and Florida Department of Community Affairs Rule 9J-5 place certain comprehensive requirements on local governments for the collection, analysis and monitoring of geographically based information, and

WHEREAS; the Florida Resources and Environmental Analysis Center (FREAC) conducted a needs analysis which concluded that both financial savings and enhanced decision making capabilities would be available through the development of a Geographical Information System, hereinafter referred to as a GIS, and

WHEREAS; it is the desire of the CITY, COUNTY, and PROPERTY APPRAISER to enter into an agreement to establish the process for the development of a GIS;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions herein contained, they do hereby contract and agree as follows:

I. TERM OF AGREEMENT

The initial term of this Agreement begins upon execution by all parties to this Agreement and ends five (5) years after the Final GIS System Acceptance Date (August 31, 1990), or upon the commencement date of a subsequent, superseding agreement between the parties, whichever occurs first. This Agreement shall be automatically renewed for subsequent one year periods unless superseded as provided above.

II. GIS MEMBERSHIP

A. Principal Participants

Principal participants of the Geographic Information System are Leon County, the City of Tallahassee, and the Leon County Property Appraiser.

B. Other Participants

Other agencies either public or private offering to provide data for and implementing a separate segment(s) (layer) for the GIS may be admitted as a "participant" under rules and payment schedules to be promulgated by the Executive Committee.
See Attachment "A"

C. GIS User

Any other agency or person either public or private requesting to extract data from or interact with the GIS system may be admitted as a "User" under rules and payment schedules to be promulgated by the Executive Committee. **see Attachment "A"**

D. Public Access Users

Requests for access to GIS data by the general public on an ad hoc basis shall be granted by the GIS Coordinator or designee upon payment of all reasonable costs of reproducing such data, including reasonable charges for operator time and system resources. Copies of magnetic data exempted from public records laws shall not be provided or released.

III. OVERSIGHT

A. GIS Executive Committee

A GIS Executive Committee shall be established to represent the participants in jointly administering the initial GIS development and recommending GIS policy or long range direction. The committee will select a chairman to serve for terms of one (1) year.

1. **Term:**

The Executive Committee shall exist from the time of execution of this agreement.

2. Membership:

The Executive Committee shall initially consist of six (6) members representing the principal participants:

County Commission	Chairman	R.K. Henderson
City Commission	V.Chair.	Jack McLean
Property Appraiser Off.		Buddy Holmes
County Administrator		Parwez Alam
City Manager Off.		Chuck Cuthbertson
Private Sector		Steven Hodge, FREAC

After Final System Acceptance the membership will be reduced to three (3), consisting of one representative each of the following, or their designee:

A member of the Board of County Commissioners
A member of the Tallahassee City Commission
The Leon County Property Appraiser

3. Responsibilities of the Executive Committee:

A. After Final System Acceptance the technical duties of the Executive Committee will become the duties of the GIS Steering Committee. The Executive Committee shall meet quarterly.

B. Ongoing: After Final System Acceptance the responsibilities of the Executive Committee will be as follows:

- monitor operations of the GIS
- recommend for approval the GIS Budget
- recommend all subsequent issuance of RFP's and recommend award of contracts for joint GIS development

- serve as the final appeal for grievances between participants or applicants

4. Staffing:

The GIS System Coordinator will serve as staff to the committee, develop agendas, coordinate meetings, and keep meeting minutes. The GIS System Coordinator will attend meetings as a nonvoting member of the Executive Committee. The GIS System Coordinator will form a Steering Committee to provide Technical recommendations to the Executive Committee.

4. Committee Voting:

Any change in operations, priorities, standards or procedures relating to the GIS or any element thereof, which will adversely or substantially affect the property or operations of one or more participants, must be approved by unanimous vote of the Executive Committee prior to the change.

B. GIS Steering Committee

Upon approval of the system acceptance test, a Steering Committee shall be established to represent the participants in maintaining systematic policies and procedures and providing management guidance in the proper utilization of the Countywide GIS. This committee will operate under bylaws, rules, and

procedures established by the Executive Committee. The Steering Committee shall consist of the following:

1. Membership

- A. GIS System Coordinator
 - * Property Appraiser or his Designee
 - * City Manager or his Designee
 - * County Administrator or his Designee
 - * (original participants)
- B. The GIS System Coordinator shall serve as Chairman and staff the committee.
- C. A secretary of the Chairman shall attend meeting, take minutes and distribute minutes within seven (7) days.
- D. Quorum - the attendance of all four (4) members or their designee(s) are necessary to constitute a quorum
- E. Voting - actions must be by unanimous vote among representatives of the three (3) original participants.

2. Responsibilities

- A. Periodic review of purpose, goals, policies, procedures, and objectives of the GIS
- B. Review proposals for all new system development
- C. Review/monitor progress of projects under development
- D. Recommend new projects for implementation
- E. Recommend priorities and implementation schedules

C. GIS System Coordinator

The GIS Coordinator ("Coordinator") shall be responsible for staffing the "Executive", and the "Steering Committee", and carrying out the day to day management of the system.

1. The "Coordinator" shall be a County employee and the County shall have administrative control and responsibility for this position.
2. The employment of the "Coordinator" shall be approved by both the City Manager and County Administrator.
3. The "Coordinator" may be terminated by either the the City Manager or the County Administrator.
4. The City Manager or designee and the County Administrator or designee, after consultation with the Property Appraiser, shall jointly evaluate the performance of the "Coordinator" at least annually.

IV. BUDGET, FUNDING, AND ACCOUNTING

A. Initial Funding (see Attachment "B")

Funding for the GIS during the initial term of this agreement shall be provided by the Leon County Board of County Commissioners, the City Commission of the City of Tallahassee, and the Property Appraiser based upon the initial GIS adopted budget and allocated as follows:

<u>Participant</u>	<u>Percent Share</u>
City of Tallahassee.....	Fifty (50%) percent
Leon County.....	Fifty (50%) percent
<u>Property Appraiser....</u>	<u>(20% of the County's share)</u>

B. On-going Funding (see Attachment "B")

When the GIS is fully operational, all users and participants will be charged based upon their usage of the system resources. The "usage formula" shall be adjusted periodically so as to provide sufficient Joint System Revenues to maintain the GIS, provide operating funds, and to purchase any updating, be it aerial photography, hardware, software or staff. The "usage formula" shall be set by the Executive Committee (or by the Steering Committee if authorized to do so by the Executive Committee), and altered as needed to provide "Joint System Revenues" to cover costs and depreciation.

C. Allocations (see Attachment "B")

The Executive Committee (or Steering Committee if so authorized by the Executive Committee) may provide for the allocation of existing staff and equipment and for the in-kind contribution of salaries, office space, supplies and other costs for use in GIS development, including previously "incurred imbedded costs" by any principle participant, and operating activities in such proportion as it finds fair and equitable and may call for cash or other contributions from

the participants necessary for joint GIS operating and capital expenses, after securing such approval as may be necessary from the funding body of the affected participants.

V. DEFINITIONS

The following definitions shall apply to this Agreement:

A. "Agency" means counties, municipalities, constitutional officers, political subdivisions and public bodies within the State of Florida existing pursuant to general or specific law which qualify as a participant in the GIS as defined in this Agreement. "Agency" may also refer to private entities.

B. "GIS" means the Interactive Computer Graphics/Geographic Information System authorized by and conducted pursuant to this Agreement.

C. "GIS Data Processing Fund" means the Internal Service fund established and maintained as a separate account by the Leon County Clerk of Court and the GIS System Coordinator to account for financial transactions of the GIS.

D. "GIS Executive Committee" or "Executive Committee" means the collective body representing the three (3) principal participants charged with the initial planning, development, and implementation of the GIS.

E. "GIS Steering Committee" or "Steering Committee" means the collective body representing the principal "participants" and "other participants" (if any), which is charged with administering continued GIS development and operations, and recommending long range direction.

F. "GIS System Coordinator" means the coordinator of the overall GIS project.

G. "GIS User" or "User" means any unit of any participant public or private which has contracted and subscribed to the GIS. "Users" will pay (1) Initial Fee, (2) Subscription Fee, (3) Usage charge, and (4) furnish the hardware necessary to connect to the system. "Users" will typically have "read only" access to database layers.

H. "Incurred Imbedded Costs" means expenditures made by a participant prior to this agreement which are directly related to the GIS project and are of mutual benefit to other participants.

I. "Initial Fee" means a one time charge paid by new participants or GIS Users to "buy into" the Geographic Information System. The Initial Fee will be negotiated between the applying agency and the GIS Executive (or Steering Committee if so designated). Fees will be deposited into the GIS Data Processing Fund.

J. "Joint System Operating Costs" means maintenance and operating expenses for shared hardware and software, Technical Support Staff salaries, and operating expenses, and other GIS operating expenses as determined by the Executive Committee.

K. "Joint System Capital Expense" means costs to procure hardware, software and related materials and other GIS capital expenditures as determined by the Executive Committee.

L. "Joint System Revenues" means all revenues, including reimbursements and contributions, generated and collected on behalf of GIS. Funds will be deposited into the GIS Data Processing Fund.

M. "Operating Standards and Procedures" means the operating standards and procedures approved and used in this GIS and the Operating Standards and Procedures Manual which will incorporate these standards as well as any additions developed during the planning and schema design workshops. The manual will be maintained on-line upon the host CPU.

N. "Principal Participants" means the three (3) original participants in the GIS, the City of Tallahassee, Leon County, and the Leon County Property Appraiser.

O. "Participant" means any agency having membership in or access to the GIS which creates and maintains a layer of information on the system. "Participants" will pay the following charges: (1) Initial Fee, (2) Usage Charge, (3) furnish the hardware and communications necessary to connect to the system.

P. "Public Access Users" means those users who make ad hoc requests for information or map products. These users will be granted access by the GIS Coordinator or designee, and charged based upon the system resource usage, or charged a flat rate if the request is for a standard map product.

Q. "Subscription Fee" means a monthly or annual fee charged to GIS Users who do not maintain a level of data on the system for the benefit of the other users.

R. "Technical Coordinating Committee/Subcommittees" means that committee of coordinators and user coordinators from each participant or users group appointed to establish standards, controls, archiving and purging procedures, and protection protocols. Ad-hoc working subcommittees may be formed from the members to deal with specific database and base mapping components (site addresses, zoning, etc).

S. "Technical Support Staff" means the Technical Support section of the Leon County Data Center which shall function as the central technical support and operations entity for this Agreement and GIS. A GIS System Manager/Analyst will head the Technical Support Staff.

T. "Usage Fee" means the charge to users based upon the amount of system resources utilized by each user.

VI. COMPLIANCE WITH ALL LAWS

Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, such term or provision shall be deemed stricken and the remaining portions of this Agreement shall remain in full force and effect.

VII. OPERATIONS AND STAFFING

See ATTACHMENT "C" page 28

VIII. TERMINATION, WITHDRAWAL, EXPULSION, AND SUSPENSION

See ATTACHMENT "D" page 34

IX. NONWAIVER, LIABILITY, NOTICES, AMENDMENTS, SUPERSEDEANCE

See ATTACHMENT "E" page 38

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

ATTEST:

James R. Orma O.C.
Clerk Circuit Court
Date 5/29/90

BOARD OF COUNTY COMMISSIONERS
OF LEON COUNTY, FLORIDA

GARY YORDON, Chairman

ATTEST:

Bob B. [Signature]
City Treasurer-Clerk
Date May 30, 1990

CITY COMMISSION, CITY of
TALLAHASSEE, FLORIDA

Steve Meisburg
STEVE MEISBURG, Mayor

Approved As To Form

By: [Signature]
City Attorney

LEON COUNTY PROPERTY APPRAISER

C.C. Brand
C.C. BRAND

ATTEST:

James R. Orma O.C.
Clerk Circuit Court
Date 5/29/90

APPROVED BY CITY COMMISSION

May 30, 1990

Insert from
Original

ATTACHMENT "A"

GIS ADMISSION AND DATA OWNERSHIP

I. Rules for Admission of Other Participants and Users

The Principal Participants (City of Tallahassee, Leon County, and the Leon County Property Appraiser), represented by the GIS Executive Committee, may admit additional participants and Users into the Geographic Information System under the following rules and conditions.

A. Additional Participants

Any department or agency either public or private may be admitted into the GIS as a "participant" subject to the following conditions.

1. The agency shall apply to the Steering Committee by submitting a written application.
2. The GIS Steering Committee shall review the application and make a recommendation upon it to the Executive Committee at the next scheduled meeting of the Executive Committee. Said recommendation shall include an initial fee as provided in Item 5 below, and terms of agreement, if any. The Executive Committee shall act upon the application within thirty (30) days of the Steering Committee's recommendation, with approval requiring the unanimous vote of the three (3) voting Executive Committee members.
3. If the application is approved by the Executive Committee, the governing board of the applicant agency shall formally adopt and agree to abide by this Agreement and/or such other agreement as may be negotiated between the applicant agency and the Executive Committee; shall formally adopt and agree to abide by the **Operating Standards and Procedures**; (to be developed prior to System acceptance), and said applicant shall deliver to the Chairman of the Executive Committee the original or a certified copy of the resolution or other writing evidencing such adoption.
4. If approved, the applicant agency shall be responsible for providing all hardware, software, staff and materials needed at its location for participation in the GIS. The applicant agency shall be responsible

for hardware, software, materials and labor required to connect to the GIS, including its share of required improvements to the existing network, if any. All such hardware, software, staff, and materials shall be compatible with the GIS as ultimately determined by the GIS Coordinator. The applicant agency shall also be responsible for its share of joint system capital and operating expenses (may be included with Initial Fee, Item 5, below) as provided in adopted written agreements between the GIS Executive Committee and the applicant agency.

5. The initial participants will have funded the development costs in acquiring and implementing the GIS. Therefore, in addition to Item 4 above, the applicant agency, if approved, shall contribute to the GIS Data Processing Fund a sum of money (Initial Fee) sufficient to reimburse its fair share of that portion of the members' investment in the GIS, which the applicant agency is expected to utilize. The amount of this contribution shall be negotiated during the approval process, and shall be included in a written agreement with the Executive Committee. The Initial Fee is a one time charge to join the GIS.

6. New participants shall pay (1) for their own equipment/hook-up, (2) Initial Fee to join the GIS, and (3) a Usage Charge to be determined by a formula based upon connect time, Input\Output, disk storage, plotter or printer use, or other parameters. The "usage formula" shall be adjusted periodically so as to provide sufficient "Joint System Revenues" to maintain the GIS, provide operating funds, and to purchase any updating, be it aerial photography, hardware, software or staff. The "usage formula" shall be set by the Steering Committee and altered as needed to provide "Joint System Revenues" to cover costs as stated above.

7. Unless otherwise agreed to in writing between the members and applicant agency, additional participants shall not receive representation on the Executive Committee, but may be represented on the GIS Steering Committee.

8. Admission into and participation in the GIS shall not be effective unless all requirements have been satisfied prior to the admission date.

9. The applicant agency shall be notified in writing by the Chairman of the Executive Committee of the admission date.

10. Additional participants will pay the following;

1. Initial Fee
2. Usage Fee
3. Equipment, workstations, communications

B. Additional "GIS Users"

Any public agency or private entity may be admitted as a "GIS User" or "Subscriber" with access into the GIS without becoming a participant. Participants would create and maintain a layer or database in the system, GIS Users typically would not maintain a distinct layer of information, but could use all layers of information (read access only).

1. Prospective "Users" must make application to the Steering Committee as outlined in Item's I.A.1, I.A.2, and I.A.3, above.
2. If approved as a GIS User, the agency/department either public or private would observe the following conditions.
 - a. Payment of an Initial Fee to be negotiated by the GIS Executive Committee (or Steering Committee if so designated).
 - b. Payment of a monthly or quarterly subscription fee to be established by the Steering Committee. This fee is subject to annual review and change.
 - c. Users will have "read only" access to both graphic and non-graphic data layers and be unable to edit or change any data unless specifically authorized by the Steering Committee.
 - d. Users (Subscribers) must coordinate their purchase/lease of all hardware and communications equipment with the GIS Coordinator in order to insure compatibility with the GIS. The GIS Coordinator must approve equipment used with the computer system.
 - e. Subscribers are responsible for providing all terminals and communication lines necessary to link to the GIS, plus upgrades to the host computer which may be required to increase capacity.

f. GIS Users will pay the following charges:

1. Initial Fee
2. Subscription Fee
3. Usage Fee
4. Purchase/lease of workstations, terminals, communications lines, etc.

C. Public Access Users:

Occasional users, public and private, making specific requests for information/analysis/maps will have their requests granted on a case by case basis to be determined by the GIS Coordinator or Technical Staff. Such requests are subject to the availability of staff and system resources.

II. Ownership and Data Sharing

The participants shall share costs and revenues of implementation and operation of the Geographic Information System on a proportional basis. The Executive Committee may provide for the allocation of existing staff and equipment and for the in-kind contribution of salaries, office space, supplies and other costs for use in GIS development and operating activities in such proportion as it finds fair and equitable, provided that said allocation is upon consent of the affected participants.

The Executive Committee may call for cash or other contributions from the participants necessary for joint GIS operating and capital expenses, after securing such approval as may be necessary from the funding body of the affected participants. The initial GIS Proposal/Contract provides for the procurement of a host computer, peripherals, and workstations which are allocated to various city and county departments. The cost of this initial procurement will be funded (leased) and shared by the City and County. Additional workstations and related equipment procured after the initial installation shall be funded and budgeted by the individual departments. Several methods are required to accurately measure and assign costs to those agencies that incur them.

A. Each participant shall fund the acquisition, installation, operation and maintenance of hardware (such as local processors, terminals and plotters), software, staff, communications materials and training required for its participation in the GIS. Said hardware, software and materials shall be the property and responsibility of that participant and staff will be employees of that participant.

B. Hardware, software, and materials acquired from sources or entities (not participants) outside the GIS system and located in the Leon County Data Center and needed for the joint operation of the GIS (such as the main CPU, its peripheral hardware, system and application software) shall be funded, owned or leased, installed by and shall be the responsibility of the Leon County/Tallahassee GIS. All GIS proprietary software residing on the Data Center GIS processor shall be licensed to the Data Center GIS processor. However, all software developed, or jointly funded, to be developed as a joint system capital or operating expense, shall be owned by the original participants according to their proportional share of funding or in kind contributions. In the event that a participant withdraws, is expelled, or this Agreement is terminated, as contemplated by **Attachment "D"**, (Termination, Withdrawal, Expulsion, or Suspension), each withdrawing original participant shall be entitled to a complete software package developed or implemented as part of the GIS system to the extent that such software package is not owned by a nonparticipant to this Agreement. Termination, withdrawal, or expulsion shall entitle such participant to a copy of the entire software package, whether it consists of data, applications, programs, or other materials. Similarly, the decision to grant other persons rights to use jointly owned software shall be a joint decision of the Executive Committee and requires the unanimous approval of the Executive Committee.

C. The participants shall compensate the Leon County/Tallahassee GIS for hardware, software and materials ("joint system capital expenses") located in the Leon County Data Center and needed for the joint operation of the GIS, payable upon invoice as detailed in **Attachment B** (Budget, Funding, and Accounting).

D. Each participant shall be responsible for any modifications or alterations required at its location for installation or operation of GIS equipment.

E. "Joint system operating expenses," shall be funded according to the percentages established in **Subsection J.** below.

F. Those Items not calculated as joint system operating expenses or capital expenses, such as contractual services for application development, base map conversion, and related database encoding costs shall

be assigned on a basis which appropriately accounts for the scale, complexity, attributes, geography, jurisdiction and benefit of the application to be developed and/or material to be encoded. Said basis shall be determined by unanimous vote of the Executive Committee and reduced to writing as an Administrative Amendment to this Agreement as provided in **Attachment "E"**, (Amendments) prior to commencement of development and/or conversion. Said basis shall include a delineation of scope, elements and area to be covered, and the ratio, per unit, fixed fee or other basis agreed to, identified by the participant.

G. Unique application development, map conversion and encoding costs, such as unique attributes, zoning, natural feature or infrastructure overlays shall be funded entirely by the benefiting participant(s). Should the participants elect to fund the conversion of information within nonparticipant jurisdictions, if and when that nonparticipant becomes a participant or GIS User, reimbursement of some or all of the conversion costs shall be negotiated by the Executive Committee. However, between existing participants, if jurisdiction areas change after conversion, no reimbursement shall occur.

H. Contractual services for shared application design or other incurred costs which do not otherwise lend themselves to allocation specifically to the initial participants, including but not limited to joint system planning, project management, pilot project, initial hardware/software RFP development, proposal evaluation, and general technical assistance may be determined by the Executive Committee to be "joint system capital expenses" to be funded according to the percentages established in **Subsection J.**, (below).

I. Revenues received from GIS development and operation including, but not limited to, performance and other bonds, contributions received from additional participants and GIS Users, and revenues received from data processing services rendered to GIS Users shall be credited to the GIS Data Processing Fund. The GIS Data Processing Fund will be maintained as a separate account by the Leon County Clerk of Court. These funds will be used to maintain the GIS, purchase hardware and software upgrades, and to fly aerial photography periodically for base map updates.

J. The share of "joint system revenues," "joint system capital expenses" and "joint system operating expenses" shall be:

Participant	Percent Share
City of Tallahassee	Fifty (50%) percent
Leon County	Fifty (50%) percent
Leon County Prop Appraiser	<u>Twenty (20%) percent</u> <u>of County's share</u>

K. Each participant shall provide and maintain in the GIS that information, hardware or software defined as its responsibility. Said information, hardware or software shall be maintained in the manner (including format, accuracy, symbology and timeliness) specified in the **Operating Standards and Procedures Manual**. In some cases this will require a modification of current practices. Such information, hardware or software shall be accessible to all participants and users through the GIS, subject to GIS access and security procedures, license agreements, Federal, State and local law. Ownership of information elements, hardware or software shall remain with the participant providing the information element, hardware or software, and the rights and responsibilities regarding same shall remain with the participant providing the information element, hardware or software.

L. The participants agree that the GIS opens up new and innovative approaches for accomplishing their assigned tasks. A problem with implementing any automated system is overcoming the tendency to re-create the old manual method. New and more efficient approaches will be implemented providing that can be justified and still adhere to state and local statutes.

M. The GIS/GeoVision architecture accommodates the implementation of distributed processing. Each participant shall have the right to install software and to perform processing on its own equipment as it deems desirable, provided it continues to meet its GIS related processing responsibilities as specified in the **Operating Standards and Procedures Manual** (which will be developed after schema design workshops and training have occurred).

N. Proposals, Contracts and Reimbursement: G I S implementation efforts will include instances where the participants issue Request for Proposals (RFP), award bids, execute contracts or otherwise procure services, equipment or materials for the benefit of more than one participant. In such instances one or more participants may act on behalf of others as provided below.

1. Cooperative Purchases: In such instances RFPs, proposals, bids, contracts, or other instruments of procurement involving GIS related procurements may be required to include provisions allowing the participants to pool individual awards or purchase orders, or otherwise procure through another's proposal, bid or contract (cooperative purchasing). In such instances terms shall be equally available to each participant, but within the context of price, delivery, payment or other guarantees or deadlines, each individual participant may negotiate terms, and acquire the services or items.

2. Consulting Services: In such instances proposals, bids or contracts primarily for GIS related professional, consulting or contractual services may be awarded or executed by one participant as recommended by the Executive or Steering Committee. In such instances costs shall be allocated and paid to the vendor/contractor as provided in Section IV or Attachment "B". (Budget, Funding, and Accounting) of this Agreement.

3. Review of Contracts: In such instances the Executive Committee members representing the principal participants affected by the procurement shall develop, review and approve procurement documents including RFPs, bids, award documents, and contracts prior to issuance, award or execution. Furthermore, each Executive Committee member shall have the right to have such documents reviewed by their purchasing, legal, budget or such other affected participant staff as might be advisable to assure said document's acceptability.

ATTACHMENT "B"

BUDGET, FUNDING, AND ACCOUNTING

I. Annual Budget and Work Plan

A. Annual Budget:

The annual budget for each term of this Agreement commencing October 1 shall include a fiscal year work plan/service level section with operating and capital budget sections based on the work plan. The operating section shall include, but not be limited to, staff costs, supplies, maintenance, utilities and other recurring GIS operation expenses. The capital section shall include, but not be limited to, hardware, software, consulting services, renovation, materials and other nonrecurring GIS development or enhancement expenses. The work plan/service level section shall identify GIS related activities at the task level, staffing, responsibilities, time frame, equipment, and budgetary requirements.

The budget shall allocate costs to each participant in accordance with Article V, of this Agreement, and shall include a five year planning horizon. While the emphasis of the budget shall be on shared GIS operation and development details, the budget shall also summarize individual participation expenses and plans. Once approved or modified as provided by this Agreement, the budget shall constitute the authorized and agreed upon Work Plan/Service Level and shall be adhered to for all subsequent GIS development and operating activities.

1. Initial Budget Term:

The budget for the initial term of this Agreement shall be as approved and agreed to by the City and County Commissions. The proposed budget for each subsequent term shall be prepared by the GIS System Coordinator with the assistance of the City, and County Technical Staff, and shall be submitted to the Steering Committee on or before February 15th annually.

The Steering Committee shall review the proposed budget and make recommendations to the Executive committee before March 15th annually for the ensuing budget year commencing October 1.

Budget requests, changes or modifications affecting joint GIS development or operation shall be developed by the Steering Committee organized for the Executive Committee's consideration.

2. Budget Revisions:

If, during the subject year, it becomes apparent on the basis of credible evidence that the previously established budget estimate is insufficient, then GIS System Coordinator or his/her designee shall develop and present to the Executive Committee proposed adjustments to the previously established budgets and the resulting consequences should additional funding not be forthcoming.

Each Executive Committee member shall be responsible for coordinating the budget with his/her respective principle participant and insuring that the budget procedures and requirements of that participant are achieved.

3. Property Appraiser Budget:

The participants acknowledge that the budget obligations of the Leon County Property Appraiser contemplated in this Agreement require the approval of the Florida Department of Revenue which may make amendments or changes thereto, pursuant to Section. 195.087, Florida Statutes. Leon County agrees to approve and support that portion of the Property Appraiser's Budget and any amendments thereto which addresses these obligations.

B. Initial Contributions

Funding for the GIS during the initial term of this Agreement shall be provided by the Leon County Board of Commissioners, the City Commission of the City of Tallahassee, and the Leon County Property Appraiser, based on the initial GIS budget adopted.

C. Subsequent Contributions

Subsequent estimates of annual fiscal year proportional contributions by the participants shall be based on the GIS Budget as approved by the Executive Committee. The GIS System Coordinator or his/her designee shall make the computations called for herein and submit the same to the participants.

The participants shall approve said contributions as soon as reasonably possible. Each participant shall fund its budget for such fiscal year in the amount of its contribution to the approved GIS Budget including its own projected GIS related expenses.

Equipment, software, staffing, and materials which are not joint expenses as defined herein shall be budgeted and disbursed separately, from each participant's own accounts, but shall be coordinated with the Executive Committee, and indicated separately in the GIS Budget to ensure overall GIS coordination.

D. Calculation and Timing of Payments for Joint Expenses

1. Accounting-Bookkeeping:

The GIS System Coordinator shall incur and accumulate all GIS charges relating to joint system operating and joint system capital costs. This will be accomplished using accounting software to be provided with the selected GIS. The Executive Committee or Steering Committee shall review and approve revised procedures relating to the data processing job accounting system that will incorporate the specifics of the GIS.

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G. A. C. W.
10/10/07

2. Initial costs:

Joint system capital costs shall be initially borne by the Leon County/Tallahassee GIS, as approved by it's governing bodies, the Tallahassee City Commission, and the Leon County Board of County Commissioners.

3. Initial cost sharing:

Initially, participants shall be billed for their share of all joint system costs on the basis of the percentage share as agreed. Billings will be generated by the GIS System Coordinator on a monthly or quarterly basis and are payable upon invoice.

4. System Usage Cost Charging:

At the time that actual usage data by participants is accumulated the Executive Committee may determine that this method (usage formula) may be used for calculation of the participant's share of joint system costs.

GIS BUDGET/EXPENDITURES BY FISCAL YEAR BY PARTICIPANT

(in Thousands \$)

Component	City	County	Prop.App.	Total	GIS Operat.
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FY 1987-88 Expenditures

FREAC Needs/Analysis	0	40	0	40	40
GIS Operation/Staff	0	48	0	48	48
FY 1987-88 TOTALS	0	88	0	88	88

City to remit to County one half (50%) of joint GIS Operations expenditures for FY 87-88, (50% of 88K = \$ 44,000)

FY 1988-89 Appropriations

GIS Procurement (funds to be carried over to 89-90) System to be Leased,
(County Capital Outlay Account 001-708- 39-6400 = \$ 807,000)
(City appropriation = \$ 807,000)

807	807	0	1,614
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FY 1988-89 Expenditures

GIS Operation/Staff	0	91	0	91	91
FY 1988-89 TOTALS	0	91	0	91	91

City to remit to County one half (50%) of joint GIS Operations expenditures for FY 88-89, (50% of 91K = \$ 45,500)

FY 1989-90 Appropriations

Carryover (FY 88-89)	807	807	0	1,614
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County Appropriations for Database/Mapping (Account 001-708- 39-3100)

618.8

FY 1989-90 Expenditures

Site Address Mgt. DB	60	48	12	120	
GIS Operations/Staff	86	86	0	172	172
Lease Payments (2 mo.)	36	29	7	72	
FY 1989-90 TOTALS	182	163	19	364	172

GIS BUDGET/EXPENDITURES Cont.

(in Thousands \$)

Component	City	County	Prop.App.	Total	GIS Oper
FY 1990-91 Appropriations					
County Mapping/GPS	0	280	70	350	
Parcel Mapping	231	185	46	462	
Parcel Attribute DB	133	106	27	266	
Road Centerline DB	60	48	12	120	
GIS Operation/Staff	85	85	0	170	170
Lease Payments	219	175	44	438	
FY 1990-91 TOTALS	728	879	199	1806	170

Other Database Development/Costs

Permit Mgt. Sys.	25	20	5	50	
Enforcement Tracking	50	40	10	100	
Structural Inventory	166	133	33	332	
Natural Resources	15	12	3	30	
Water/Sewer Dig.	218	0	0	218	
Gas Inventory/Dig.	47	0	0	47	
Electric Inventory/DB	408	0	0	408	
Lease Payments/Year	219	175	44	438	
TOTAL	1148	380	95	1623	

Lease payments for the System should be in the \$ 36,500 per month range, and include software, maintenance, and software support for 5 years.

ATTACHMENT "C"

OPERATIONS AND STAFFING

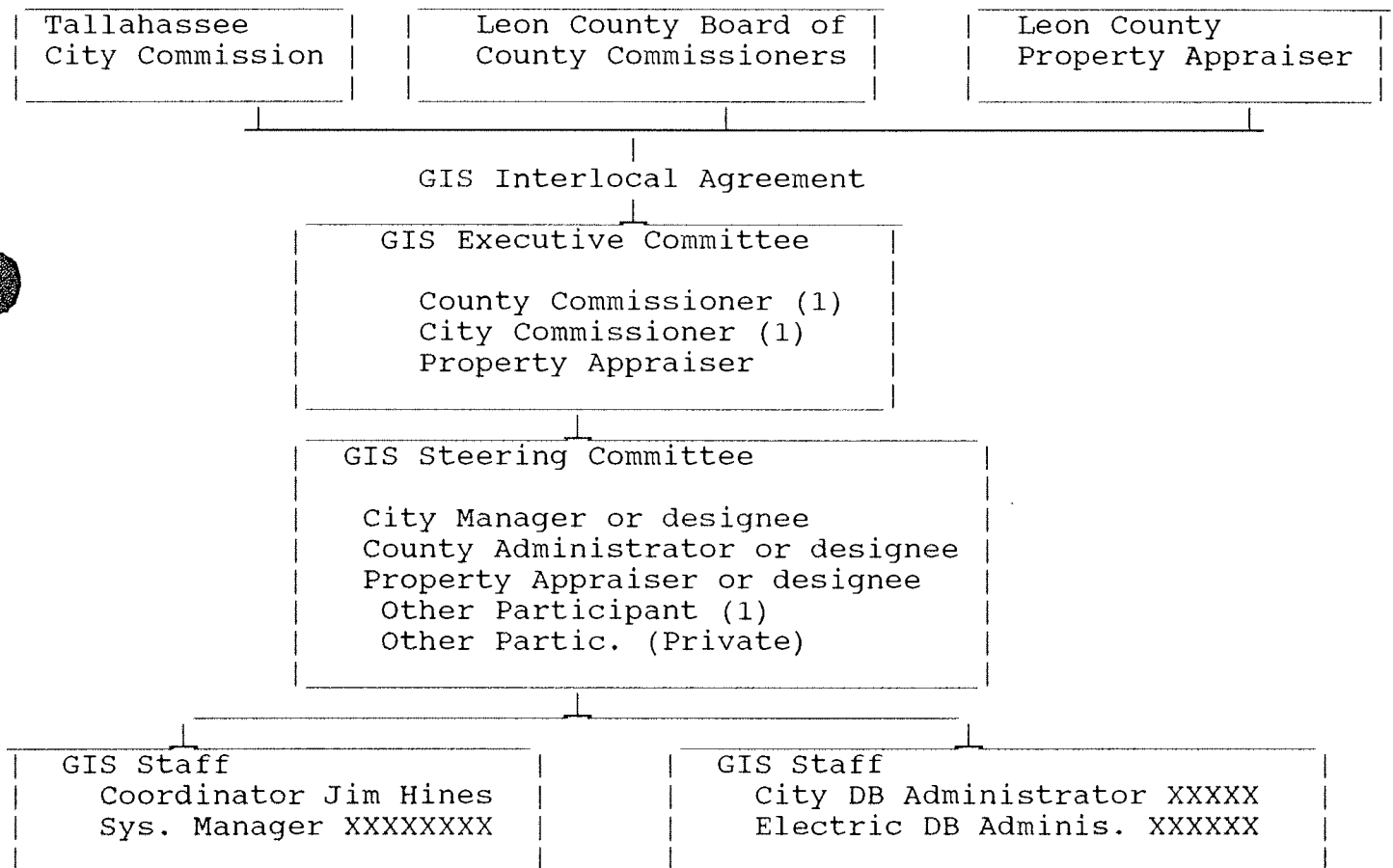
I. Staffing and Operations

This Agreement shall guide daily GIS operations via the organizational structure it establishes to manage and implement system components. Long range policy directives from the participants shall be enunciated via this Agreement and the GIS Budget.

A. Staffing

Oversight of the GIS shall be the responsibility of the Executive and Steering Committees. The GIS organizational chart:

TALLAHASSEE - LEON COUNTY GIS



The duties of the Executive and Steering Committees, as well as those of the GIS Coordinator are detailed under **Section III. (Oversight)**. Additional GIS staff and their responsibilities are as follows:

1. Technical Support Staff

A Technical Support Staff shall be established to conduct daily GIS operations, assist with GIS development, provide hardware and software maintenance services, training and technical assistance for the GIS and participant staff, maintain the central CPU and related peripherals, and maintain the system operating environment and centralized applications and databases. A GIS System Manager will respond on a daily basis to user requests and trouble shoot system related problems. The Staff shall include the GIS Coordinator, the System Manager/Analyst, the City Electric Database Administrator, the City Database Administrator, and other personnel who may be added at a later time, to develop and operate the GIS, consistent with the funding level provided.

The Technical Support Staff shall be supervised and controlled in the performance of its ministerial functions by the Manager of the Leon County Data Center or the Tallahassee City Manager. Technical Support Staff who maintain the overall GIS shall be employees of Leon County, whose salary and operating expenses shall be reimbursed by the participants as provided in this Agreement. Technical Support Staff shall be dedicated to GIS related work.

The County Data Center Manager may authorize the use of existing Data Center staff to assist Technical Support Staff on an as needed basis. If Data Center Staff is used to assist the GIS project their time shall be charged to the GIS account and billed accordingly, with justification provided with the monthly billing.

2. User Coordinators and GIS Users

User Coordinators shall be appointed by the participants, each representing their respective user group. GIS users at remote workstations will access, read, modify and update the databases, as system privileges allow. User Coordinators shall serve as GIS contact person for their user group, and will generally be the GIS User's first contact in resolving system related issues and reporting problems.

3. Other Personnel

Each of the participants shall contribute additional personnel for GIS development and operating activities in such numbers as recommended by the Executive Committee and agreed to by the respective participant. The respective sponsoring participant shall retain full responsibility for the compensation and benefits of its own personnel. Supervision of these additional personnel within GIS related activities shall be as directed by the Executive Committee, through the appropriate administrative officers of each participant.

B. Operations

1. Personnel Training:

The participants recognize the need for constant training of GIS related personnel. This need will apply to user coordinators, users, Technical Support Staff and the Steering Committee and includes demonstrations, background readings, and computer resource management short courses. Frequent training shall be provided for Technical Support Staff and users. Onsite training by vendors, and professional conference attendance, i.e., URISA, ASPRS, etc., for key GIS staff shall be provided.

2. Data Standards:

Data standards shall be developed as part of the Operating Standards and Procedures to:

- Insure compatibility of system components
- Improve productivity in applications development
- Simplify procedures for end users.

Interconnections between organizations shall be defined and exchange standards shall be established. Compatible database management systems, operating systems and programming languages shall be acquired and maintained by the participants.

Specific data standards issues which shall be addressed include, but are not limited to:

- Georeferencing conventions (e.g., street names and addresses)

- Coordinate system will be State Plane, Florida North Zone, 1983 North American Datum, in feet
- Data quality objectives
- Quality control methods
- Data sources and lineages
- Positional accuracy of map content
- Positional precision between sources
- Attribute accuracy
- Data category conventions
- Intra-database consistency
- Data completeness
- Update cycles
- Temporal effects on lineages, positional accuracy, attribute accuracy, consistency and completeness.
- Symbology standards

Data standards shall also address base mapping requirements; input scales; legends; symbols and annotation, cartographic generalization and data base editing and quality control.

NOTE: Data standards will be initially established in planning and schema design workshops and documented in the **Operating Standards and Procedures Manual**. This document will maintained and updated as the system expands and matures.

3. Access and Protection:

The most stringent data processing procedures shall be followed to ensure successful operation of the distributed system. The Leon County Data Center shall remain a controlled access facility. The GIS shall install maintenance contracts which stipulate response times, so as to prevent extended down time due to hardware malfunction. Routine control methods shall be utilized for system access and protection. Security and control procedures shall be reviewed and recommended to participants by the GIS System Coordinator and the Steering Committee. Each participant shall have access to all records for the purpose of audit, including but not limited to financial, personnel, operational and billing records.

4. Record Retention, Archiving and Purging:

The Steering Committee shall define policy regarding record retention, archiving and purging. The GIS System Coordinator shall enforce this policy. Reasonable time frames shall be established for retention, archiving and purging. Off-site backup storage of magnetic tapes shall be maintained by the GIS and the Technical Support Staff shall utilize said storage and backup procedures as described in the **Operating Standards and Procedures**.

5. Operating Standards and Procedures:

An Operating Standards and Procedures Manual which documents data standards; system access and protection methods; record retention, archiving and purging policies; maintenance response times; map symbology; hardware, software and staff requirements and organization; and other system operating standards and procedures shall be prepared, maintained and enforced. This manual shall also include shared application documentation and shall otherwise provide a reference for GIS users.

The GIS System Coordinator shall coordinate the preparation, maintenance and enforcement of said standards and procedures. Recommended standards and procedures shall be developed by the GIS System Coordinator in conjunction with the Steering Committee and other individuals in accordance with applicable legislation, user agency requirements and this Agreement.

The GIS System Coordinator or Steering Committee shall present recommended standards and procedures to Executive Committee for approval. The Executive Committee shall submit approved standards and procedures, and modifications thereto, to the governing bodies of the participants for adoption, where appropriate.

6. Problem Solving Mechanics:

Short term issues and problems shall be resolved immediately by Technical Support Staff within the established organizational framework. Administratively complex issues shall be resolved by the Steering Committee, or in conjunction with the Executive Committee.

Design documents prepared by FREAC as part of the needs/analysis study, system design plan shall be used as a guide for all design and implementation

activities. Any major deviation from recommendations contained in these documents shall be documented and approved by the Steering and Executive Committees.

As implementation occurs, each major task shall be described with a work program including task and subtask descriptions, task schedule, staffing and budgetary requirements prior to initiation. Each work program should be reviewed by the Steering Committee, shall be approved by the Executive Committee or Steering Committee and be used to gauge progress in status reports.

Problems and opportunities of the participants, as they relate to the GIS, shall be documented and handled by the GIS System Coordinator. The Operating Standards and Procedures Manual shall prioritize the sequence of handling and resolving problems. Written problem reports and solutions shall be documented in an operating log that is used to update the Operating Standards and Procedures Manual. This manual shall be available to all participants.

7. Annual Reporting:

The Technical Support Staff and Steering Committee shall prepare and submit to the Executive Committee an annual report of the GIS by January 1 of each year. Copies of the report shall be transmitted to each participant. The report shall summarize the past year's accomplishments and what is anticipated for the upcoming year. Example outputs and capabilities shall be included. Accomplishments and benefits shall be tracked and summarized by each participant wherever possible.

The report shall track system implementation progress over a multi-year period, identifying any major deviations from the original design concept or unforeseen opportunities. General cost summaries shall be covered in the report as needed, with detailed cost summaries available upon request. Projected budget requirements for the next year may also be introduced. The annual report should be a precursor to amendments or revisions to this Agreement.

ATTACHMENT "D"

TERMINATION, WITHDRAWAL, EXPULSION, AND SUSPENSION

I. Termination, Withdrawal, Expulsion, and Suspension

This Agreement may be terminated or the membership of any participant may be withdrawn as follows:

A. Termination

This Agreement may be terminated by written agreement of all participants to be effective one (1) year after execution. However, termination shall be carefully considered due to the potential cost and disruption of operations to each of the participants. For purposes of resolving participant interests in GIS development, ownership and operation, all participants who terminate shall abide by the conditions as described in Items B.1 through B.7 below (Withdrawal).

B. Withdrawal

1. Any participant or User may withdraw from the GIS and from this Agreement without voiding the Agreement for the remaining participants. However, withdrawal of an initial participant shall cause a meeting of remaining participants to determine if this Agreement should be modified.

2. Written notice of withdrawal must be provided to all other participants on or before April 1 of any term. Withdrawal shall be effective on October 1 beginning the next ensuing contractual term.

3. Withdrawing participants shall remain liable for any contributions necessary to meet obligations: for joint GIS related contractual services executed prior to the date of notification; and for all other joint GIS development, operation, maintenance and support for the period prior to the effective date of withdrawal.

4. Subsequent to the effective date of withdrawal, unless otherwise agreed to in writing, the withdrawing participant shall receive no services of the Technical Support Staff or the GIS. Withdrawing participants shall receive accountings and reports provided to continuing participants until such time as all joint GIS related obligations of the withdrawing participant have been fulfilled.

5. Subsequent to the effective date of withdrawal, the withdrawing participant shall have the right, immediately and upon demand, to obtain access to and take possession of all of its properties, including, but not limited to hardware, current copies of all programs and necessary documentation, all files, intermediate materials, and supplies. The inventory maintained by the GIS System Coordinator shall be used to assist in determining the withdrawing participant's property rights. If possession is not accomplished by the withdrawing participant within a reasonable period of time and unless otherwise agreed to in writing, said properties shall be removed and/or disconnected from the GIS, and returned to the possession of the withdrawing participant at that participant's expense. In any event, each participant shall assist the other participants in an orderly withdrawal from this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly nondisrupted business continuation of each participant.

6. All interests of the withdrawing participant in licensed software and other GIS materials shall be resolved in writing among the participants prior to the effective date of withdrawal.

7. Other than as provided in Item 6 above, the withdrawing participant shall not be entitled to compensation from the continuing participants or future additional participants for its contribution to GIS and database development costs, including, but not limited to, donated staff time, operating and support expenses, application development costs, consulting costs, and map conversion costs. However, the withdrawing participant shall be entitled to a copy in digital, hardcopy or both forms, of databases, unlicensed and/or nonproprietary system and application software, and related documentation toward which the withdrawing participant contributed, at cost of reproduction. Said copy shall be current upon the effective date of withdrawal or the date obligations of/to the withdrawing participant relating to the subject databases, software and documentation have been fulfilled.

C. Expulsion

A participant or GIS user may be expelled from the GIS upon the recommendation of the Steering Committee and approval by the Executive Committee. Reasons for expulsion include, without limitation, failure to timely remit payments to the GIS or other participants. Other grounds for expulsion shall

be; failure to adopt and enforce the Operating Standards and Procedures Manual; and adoption of policies or engagement in conduct of activities which adversely affect the operation, security or maintenance of the GIS.

Notice of proposed expulsion shall be delivered to the participant three (3) months prior to the proposed effective date of expulsion. The notice shall state the reasons for the proposed expulsion and provide a time period within which these may be corrected. The Executive Committee shall determine whether necessary corrective action has been taken. Expulsion shall take effect three (3) months after notification. For purposes of resolving obligations and interests in GIS development, ownership and operation, the expelled participant shall be considered to be withdrawing as provided in Items B.3.-B.7 (above).

D. Suspension

1. A participant's GIS access may be suspended upon the recommendation of the Steering Committee and approval by the Executive Committee. Reasons for suspension include, without limitation, failure to timely remit payments to the GIS Data Processing Fund or other participants; failure to adopt and enforce the Operating Standards and Procedures Manual; and adoption of policies or engagement in conduct of activities which adversely affect the operation, security or maintenance of the GIS.

Notice of proposed suspension shall be delivered to the participant at least five (5) working days prior to proposed suspension. The notice shall state the reasons for the proposed suspension and suggest corrective actions and a time frame within which these corrective actions may be taken to avoid suspension. The Executive Committee shall determine whether necessary corrective action has been taken. A suspended participant's GIS access shall be restored as soon as reasonably possible following the Executive Committee's determination that sufficient corrective action has been taken.

2. The GIS System Coordinator may declare an emergency suspension and temporarily, but immediately suspend or reduce GIS access to any GIS User or participant agency; including, but not limited to changing passwords, if he/she has just cause to believe that failure to do so may adversely affect the operation, security or maintenance of the GIS. Reasons for emergency suspension include, without limitation, equipment failure; unauthorized GIS access; high

potential for sabotage; failure to adopt and enforce the Operating Standards and Procedures Manual; and adoption of policies or engagement in conduct of activities which otherwise adversely affect the operation, security or maintenance of the GIS.

The GIS System Coordinator shall notify the Executive Committee and affected participant(s) immediately of any emergency suspension, but in no instance shall it take longer than 24 hours. The notice shall state the reasons for the emergency suspension and suggest corrective actions and a time frame within which these corrective actions may be taken to safely allow restoration of GIS access. If the GIS Coordinator is confident that his/her actions, such as changing password(s), have adequately corrected the situation, he/she shall otherwise restore System access, and the notice shall so state.

The Executive Committee shall review the GIS System Coordinator's actions and determine whether necessary corrective action has been taken. A suspended user's or participant's GIS access shall be restored as soon as reasonably possible following the Executive Committee's determination that sufficient corrective action has been taken, if not already restored by the GIS Coordinator.

ATTACHMENT "E"

NONWAIVER, LIABILITY, NOTICES, AMENDMENTS, SUPERSEDEANCE

I. NONWAIVER

Nothing herein shall be construed as waiving any protections or immunities provided by common law or Florida law to any participant or to any officers or employees of the participant.

The failure to enforce any portion or section of this Agreement shall not be construed to constitute a waiver of said portion or section, or any portion or section of this Agreement, at that time, or at any time in the future.

II. LIABILITY for Installation, Operation, and Maintenance of GIS Equipment and Materials

Leon County, the City of Tallahassee, the Leon County Property Appraiser, and any other GIS participants shall be liable for all claims, damages, losses, and expenses due to the installation, operation, and maintenance of hardware, software, and communication devices required for participation in GIS physically located at said participant's property or required solely for its use. This will include damage to property not owned by the above stated participants where such damage is attributable to the participant's acts in installing, operating, and/or maintaining its own equipment.

III. NOTICES

Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective normal business addresses.

IV. AMENDMENTS

Amendments of this Agreement may be initiated by any participant or by any member of the Executive Committee. **Section IV**, and **Attachment "B"** (Budget, Funding, and Accounting) provide for certain determinations by the Executive Committee relating to cost sharing to be attached to and become a part of this Agreement. These specified attachments shall be considered Administrative

Amendments of this Agreement. The Chief Administrative Officer (CAO) of each participant reserves the right to determine that any item proposed as an administrative amendment must be reviewed, ratified, and approved by that participant's governing body and shall notify the Executive Committee of this determination within ten (10) days of request that the CAO execute such an administrative amendment. Administrative Amendments are those changes dealing with cost sharing and financial responsibilities to the GIS.

Non-administrative amendments refers to all other changes concerning operating procedures, or organizational changes. All non-administrative amendments to this Agreement shall be executed in writing by the governing bodies of all participants, with the same formality as the adoption of this Agreement.

V. SUPERSEDEENCE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiation, and undertakings are superseded hereby.

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT**

This Agreement, entered into by and between the following parties: Gadsden County, Leon County (a charter county), and Wakulla County (a charter county), political subdivisions of the State of Florida, hereinafter referred to as the "COUNTIES", and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region (CSCR), a Florida nonprofit corporation, in its capacity as the Region 5 Local Workforce Area (LWA) created and existing under Chapter 445, Florida Statutes, hereinafter referred to as CareerSource Capital Region.

WITNESSETH:

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 ("WIA") authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Workforce Development Region; and

WHEREAS, Chapter 445, Florida Statutes, "the Workforce Innovation Act of 2000" ("Workforce Innovation Act") further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 supersedes the Workforce Investment Act of 1998 and grandfathers-in the current workforce regions designated by the Governor of the State of Florida based on meeting performance requirements; and

WHEREAS, the COUNTIES have been designated by the Governor of the State of Florida as a Local Workforce Area; and

WHEREAS, the WIA and WIOA require the chief local elected officials of each designated Local Workforce Region to establish a regional workforce development board; and

WHEREAS, the Regional Workforce Board Accountability Act of 2012, the Florida Legislature provides for the membership of local workforce development boards to be limited to the minimum membership required in Pub. L. No. 105-220, Title I, s. 117(b) (2) (A); and

WHEREAS, CareerSource Capital Region has requested and received certification as the Region 5 Workforce Development Board by CareerSource Florida, the State of Florida Workforce Development Board; and

WHEREAS, the Department of Economic Opportunity (DEO), under the direction of CareerSource Florida, shall review and certify that CareerSource Capital Region complies with state and federal law; and

WHEREAS, the COUNTIES and CareerSource Capital Region previously entered into an Interlocal Agreement in 2001 defining their respective duties and responsibilities ("Original Interlocal"); and

WHEREAS, CareerSource Capital Region is required to submit its strategic plan and annual budget, as approved by the COUNTIES and/or their designee, to CareerSource Florida for review and approval; and then to the Department of Economic Opportunity for review and approval; and,

WHEREAS, the COUNTIES and CareerSource Capital Region desire to clarify the terms of the Original Interlocal Agreement to define the scope of their relationship and their respective duties and responsibilities for the administration and operation of workforce programs within the Region 5 Workforce Region under the

Programs funded through CareerSource Capital Region are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region
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WIOA law, as provided herein.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Purpose:

The purpose of this agreement is to establish and maintain a partnership to carry out the requirements of the (WIOA), the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (Public Law 104-193), the Agricultural Act of 2015, applicable federal, state and local regulations including OMB super circular and future state and federal workforce initiatives and laws (together the "Acts").

2. Development of the Four Year Local Services Plan: (Section 108(a))

Pursuant to WIOA and in accordance with the requirements established by the Governor of the State of Florida, CareerSource Capital Region shall develop the Four Year Local Plan, as required, and shall present said plans to the COUNTIES for review and approval. Upon approval and execution of the plans by the COUNTIES when required by the Acts, acting through the respective Boards of County Commission, or their designees, the plans will be submitted to the proper funding authorities by CareerSource Capital Region.

3. Establishment of the Gadsden, Leon, Wakulla Workforce Development Consortium

The Gadsden, Leon, and Wakulla Workforce Development Consortium (the "CONSORTIUM") is hereby created to be organized as hereinafter provided. Each respective Board of County Commissioners shall identify and designate one individual to serve as their designee on the CONSORTIUM. The designee shall be a voting member. The CONSORTIUM will exercise approval authority, which will not be unreasonably withheld, over the budget adopted by CareerSource Capital Region for final submittal and approval to CareerSource Florida and then the Department of Economic Opportunity. The CONSORTIUM will also exercise approval authority and review of the annual audit as conducted over CareerSource Capital Region for final submittal to the proper funding authorities by CareerSource Capital Region.

4. Duties and Responsibilities of CareerSource Capital Region

The COUNTIES hereby designate CareerSource Capital Region as the local sub-grant recipient and local fiscal agent for all Workforce Innovation and Opportunity Act funds and other workforce development programs operating within the Region 5 Workforce Region (the "Program"). In that capacity, CareerSource Capital Region shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

A. CareerSource Capital Region shall employ personnel to carry out the effective and efficient operation of the Program, as defined in the Workforce Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of the Board and acting in partnership with the COUNTIES as provided herein;

B. CareerSource Capital Region Board shall select a Chief Executive Officer of sufficient competence and experience to organize and train such staff as necessary to conduct the functions and operations of the fiscal and administrative entity as provided herein;

C. CareerSource Capital Region, through the actions of said personnel, as authorized, approved or directed by the CareerSource Capital Region Board of Directors, shall:

1. Prepare planning documents required by applicable state and federal law and, after any required

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approval by the COUNTIES, submit them to the appropriate funding authorities for approval;

2. Prepare and submit for approval by the CONSORTIUM, an annual budget for the proper expenditure of all funds allocated to CareerSource Capital Region;
3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable Federal, State or Local Laws;
4. Execute contracts, sub-grants and other agreements necessary to carry out the programs authorized by CareerSource Florida and DEO, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information;
5. Reach agreement with the Governor and CareerSource Florida on local performance measures;
6. Recommend policy and develop program procedures for program management, planning, operation, evaluation and other necessary functions;
7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida Department of Economic Opportunity;
8. Establish and maintain such committees as determined by the CareerSource Capital Region Board of Directors;
9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;
10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts and State of Florida requirements and approved CareerSource Capital Region bylaws, procurement policies, finance and accounting policies;
11. Conduct oversight with respect to activities, programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.
12. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the CareerSource Capital Region Board of Directors;
13. Coordinate workforce investment activities with economic development strategies regionally and developing strong employer linkages;

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14. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;
15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties as required by the Acts, Regulations or State Laws, subject to approval by the respective Boards of County Commissions when approving the Workforce Services Plan.
16. Develop fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursement of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CareerSource Capital Region and allocated to and expended on Individual Training Accounts unless a waiver is granted for a lower percentage by CareerSource Florida.
17. Make available to the COUNTIES and the general public through its website, www.careersourcecapitalregion.com, the audit conducted in accordance with OMB Super Circular 900 200 annually.
18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Program;
19. Maintain the required insurance coverage to protect the COUNTIES addressed through this agreement.
- D. CareerSource Capital Region shall have authority to seek, compete for and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as CareerSource Capital Region Board may deem appropriate and necessary.
- E. CareerSource Capital Region shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of paragraph 6(c) herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and CONSORTIUM.
- F. CareerSource Capital Region shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws. Members of the CareerSource Capital Region Board of Directors shall ensure there is no conflict of interest in the voting actions of the CareerSource Capital Region Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.
- G. In order to exercise its independent Program oversight, CareerSource Capital Region shall not serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the CareerSource Capital Region Board of Directors.
- H. CareerSource Capital Region shall promote and solicit participation by the business community in the program in order to maximize services to eligible residents of the area.
- I. CareerSource Capital Region shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the COUNTIES.

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- J. CareerSource Capital Region shall approve, in conjunction with the respective Board of County Commissioners, all plans as may be required under the Wagner Peyser (employment services) Act.
- K. CareerSource Capital Region shall exert every reasonable and necessary effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.
- L. CareerSource Capital Region shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes, and applicable IRS regulations and filings.
- M. CareerSource Capital Region shall complete and submit all assurances and certifications as required by the funding sources.
5. Duties and Responsibilities of the COUNTIES:

Each Board of County Commissioners is designated as the Chief Elected Officials under the WIOA, and in the capacity as the local grant recipient shall have the following duties and responsibilities:

- A. Appoint and reappoint representatives of the private sector members to the CareerSource Capital Region Board of Directors in a timely manner so as to maintain the minimum number of business members required by CareerSource Capital Region's bylaws, CS/HB 7023 enacted by the 2012 Florida Legislature and as provided in the WIOA.
- B. Each Board of County Commissioners shall have the authority to remove an appointed Board Member for cause. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or CareerSource Capital Region standard of conduct to include ethical violation; and/or any conduct the COUNTIES determine to be detrimental to CareerSource Capital Region and/or the County or to the purposes and objectives of the workforce development system. Also removal for violation of the CSCR Board bylaws and policies. Removal of the Chair and/or Officer of the CareerSource Capital Region Board of Directors requires approval by all COUNTIES.

The number of members of the Local Workforce Area (LWA) Board shall be determined by the CareerSource Capital Region in consultation with the Chief Local Elected Official(s), but must remain compliant with the WIOA and the State of Florida legislation.

Members shall be appointed for fixed terms and may serve until their successors are appointed. Terms of the CareerSource Capital Region Board members shall be three (3) years with a maximum of nine (9) years consecutive service.

A majority of the CareerSource Capital Region Board shall be representative of the private sector, who shall be owners of businesses, chief executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The Chairperson of the CareerSource Capital Region shall be a representative of the private sector and shall be selected by the membership of the CareerSource Capital Region Board annually with a two year term limit.

The private sector representatives on the CareerSource Capital Region Board shall number twelve (12) and shall be selected in the following manner:

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Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIOA and State of Florida.

Such nominations for the CareerSource Capital Region Board shall be representative of the business community described above in optimal business leadership positions such as CEO's, President's, Owners, and senior business leaders.

In addition, the number of private sector seats appointed by the respective county commissions shall be apportioned as follows:

Leon County Commission, seven (7);

Gadsden County Commission, three (3); and

Wakulla County Commission, two (2).

Depending on the Board make up, these numbers may need to change. The percentage of business positions is based on population percentages of the participating counties in Region 5.

The remaining board memberships shall be filled as specified in the State of Florida and the Workforce Innovation and Opportunity Act. These Members **are not nominated** by the three (3) respective County Commissions or their designee but prescribed by WIOA;

The Mandatory Partners:

Higher Education (1);

A minimum of 20% with labor designation

Adult Literacy (1)

Government and Economic Development (1)

Economic and Community Development (1)

State Wagner Peyser (1)

Vocational Rehabilitation (1)

The May's in the Law are:

Community Organization (1)

Youth Organization (1)

Local Educational Agencies (1)

Transportation, Housing, Public Assistance (1)

Philanthropic Organizations (1)

Other Individuals- Local Elected Officials Discretion.

NOTE: Because business must be at least 51% of the Board, additional positions in the "may" section require adding multiple business people to the board. The intent of the WIOA law is to keep the board number low (minimum of 19) and have strategic and effective community business leaders.

B. Maintain communication with CareerSource Capital Region necessary to carry out the objectives of this agreement.

C. Appoint and reappoint members to the CONSORTIUM as defined in Section 3.

D. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, CareerSource Capital Region's approved plans, and as defined in the WIOA.

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E. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the WIOA.

F. Take prompt corrective action as it determines appropriate in its reasonable discretion when necessary to comply with the Acts, or to assure that performance standards are met.

G. Ensure, through CareerSource Capital Region Board meetings and CareerSource Capital Region staff presentations, as well as approval of CareerSource Capital Region policies, reports and other agreements, that CareerSource Capital Region has and maintains adequate administration, controls and management for funds and programs handled by CareerSource Capital Region including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting.

H. Exert every necessary and reasonable effort to resolve disagreements between CareerSource Capital Region and the COUNTIES.

6. Financial Responsibility for the Program:

As provided in the WIOA, the Board of County Commissioners of the respective counties, as the Chief Elected Officials (CEOs), are not relieved of the liability for the misuse of grant funds by the designation of CareerSource Capital Region as sub-grantee and fiscal agent as provided herein, as authorized by WIOA, and CareerSource Capital Region agrees to the following, in order to provide assurances to and protection for the Chief Elected Officials as to sound fiscal management of the Program in compliance with the Acts:

A. **Indemnification.** Unless determined to be contrary to applicable law, CareerSource Capital Region shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the respective Boards of County Commissioners, its agents or employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement; or on account of any act or omission, neglect or misconduct of CareerSource Capital Region, its agents or employees; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except *only* such injury or damage as shall have been occasioned by the sole negligence of the respective Board of County Commissions.

B. **Disallowed Cost Liability.** In the event CareerSource Capital Region is found responsible for any disallowed costs, through whatever means, CareerSource Capital Region and the COUNTIES will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CareerSource Capital Region will have first responsibility for repayment, through its insurance, bonds, and grant or non-grant funds such as unrestricted funds as allowed by the Acts. If CareerSource Capital Region's insurance, bonds, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.

C. **Additional Financial Assurances.** During the term hereof, in addition to any other remedies provided by law, the Acts, or in this Agreement, in the event the respective Boards of County Commissions reasonably determines that additional financial or performance assurances are necessary to protect the interests of the respective Boards of County Commissions, as the Chief Elected Officials, after written notice to CareerSource Capital Region, the COUNTIES may: (i) require CareerSource Capital Region to withhold payments from its designated one stop operator(s) or service providers; (ii) require that all contracts, and payments thereon, provide for the retainage of a portion of payments due; (iii) make any appearances in any proceedings or conduct any reviews or examinations the respective Boards of County Commissions reasonably deems

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necessary; or (iv) post such security, as the respective Boards of County Commissions reasonably deems necessary, for the performance of any obligations as provided in the Acts or this Agreement.

7. Term and Termination:

A. **Term.** The term of this Agreement shall commence on the Effective Date or the filing of this Interlocal Agreement as provided in paragraph 13 herein, whichever occurs last, and continues through June 30, 2020, unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional one year terms commencing on July 1 and ending in June 30, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. **Termination for Convenience.** Either Party may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination hereof pursuant to this provision.

C. **Termination on Default.**

1. Each of the following shall constitute an Event of Default:

(a) The failure or refusal by any of the 4 parties to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until a non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting parties within thirty (30) days from the date of such notice;

(b) The written admission by CareerSource Capital Region that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CareerSource Capital Region to the appointment by a court of a receiver or trustee or the making by CareerSource Capital Region of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor's property or business, or the dissolution or revocation of CareerSource Capital Region's corporate charter.

2. Upon the occurrence of an Event of Default, the non-defaulting party (ies) shall have the right to immediately terminate this Agreement upon written notice to the party (ies) in default.

D. **Termination of Funding.** In the event that sufficient budgeted state formula funds are not available for a new fiscal period, the respective Boards of County Commissions shall notify CareerSource Capital Region of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the respective Boards of County Commissions.

8. **Notice:**

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For CareerSource Capital
Region:

For GADSDEN
COUNTY:

For LEON COUNTY:
Chairperson

For WAKULLA COUNTY:
Chairperson

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region
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CareerSource Capital Region	Chairperson Gadsden County	Leon County Board of Commissioners	Wakulla County Board of Commissioners
Chief Executive Officer	Board of Commissioners	301 S. Monroe Street,	PO Box 1263
325 John Knox Road,	PO Box 1799	5 th Floor	Crawfordville, Florida
Atrium Building, Suite 102	Quincy, Florida 32351	Tallahassee, Florida 32301	32326
Tallahassee, Florida 32303			

9. Modification:

This Agreement may be modified by the mutual consent of the parties thereto, in any lawful manner and consistent with the Acts, Regulations or any rule promulgated thereto.

10. Resolution of Disagreements:

A. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Gadsden County Board of Commissioners, the Leon County Board of Commissioners, and the Wakulla County Board of Commissioners, the Chairperson of CareerSource Capital Region and each county's Administrators shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CareerSource Capital Region and COUNTIES within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, nor will CareerSource Capital Region along with the COUNTIES share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure. The payment of costs incurred to address the mediation will be determined based on the area of service. (e.g., population, usage of services, etc.)

B. In the event that any claim, dispute or demand cannot be resolved between the parties through negotiation or mediation as provided herein within 60 days after the date of the initial demand for non-binding mediation, then either party may pursue any remedies as provided by Law.

11. Severability:

In the event any terms or provisions of this Agreement or the application to any of the parties hereto, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the parties hereto, persons or circumstances other than those as to which it held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Filing of Agreement:

This Agreement shall be filed with each county's Clerk of the Circuit Court.

13. Termination of Original Interlocal:

This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Original Interlocal between the parties are hereby terminated.

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THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Eric Hinson

Date of Commission Action

LEON COUNTY

Leon Consortium Member, Nick Maddox

Date of Commission Action

WAKULLA COUNTY

Wakulla Consortium Member, Jerry Moore

Date of Commission Action

**BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a CareerSource Capital Region**

CareerSource Capital Region Chairperson, George Banks

APPROVED AS TO FORM:

BY: _____
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

BY: _____
Gadsden County Clerk of the Circuit Court

APPROVED AS TO FORM:

Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

BY: John Stott, Deputy Clerk
Leon County Clerk of the Circuit Court

APPROVED AS TO FORM:

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

BY: _____
Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _____
Secretary, Beth Kirkland

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THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

APPROVED AS TO FORM:

Gadsden Consortium Member, Eric Hinson

BY: _____
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Gadsden County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

Leon Consortium Member, Nick Maddox

Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

APPROVED AS TO FORM:

Ralph Thomas, Chairman

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

June 1, 2015
Date of Commission Action

BY: _____
Wakulla County Clerk of the Circuit Court

**BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a CareerSource Capital Region**

APPROVED AS TO FORM:

CareerSource Capital Region Chairperson, George Banks

BY: _____
Secretary, Beth Kirkland





July 7, 2015

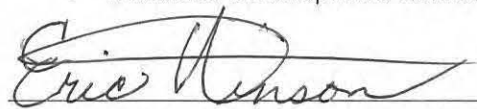
To the Attention of Budget Review
CareerSource Florida.
1580 Waldo Palmer Lane – Ste. 1
Tallahassee, FL 32308

To Whom It May Concern:

Per the executed interlocal agreements which outline the established role of CareerSource Capital Region and the Gadsden, Leon and Wakulla County Commissions these entities have all agreed to the formation of the Workforce Development Consortium (WDC). The WDC made up of a designee from each county commission body has been tasked with the following: CareerSource Capital Region budget and audit approval.

Therefore, the attached budget is being submitted on behalf of the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region (RWB5). This supplemental document recognizes the approval received from the following entities:

- CareerSource Capital Region Board of Directors and Chairperson
- Workforce Development Consortium (i.e. Chief Elected Officials)



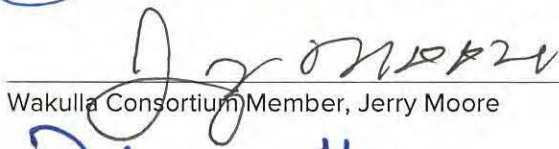
Gadsden Consortium Member, Eric Hinson

7/10/15
Date



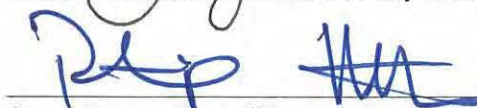
Leon Consortium Member, Nick Maddox

7/8/15
Date



Wakulla Consortium Member, Jerry Moore

8/4/15
Date



CareerSource Capital Region Chairperson, Patrick Hutto

8/5/15
Date



CareerSource Capital Region Chief Executive Officer, Jim McShane

8/4/15
Date

Toll Free: 1 (844) CAREER1
info@careersourcecapitalregion.com
careersourcecapitalregion.com

Administration/Executive Center

325 John Knox Road
Atrium Building, Suite 102
Tallahassee, FL 32303
P: (850) 414-6085
F: (850) 410-2595

Gadsden County

Career Center
1140 West Clark Street
Quincy, FL 32351
P: (850) 875-4040
F: (850) 875-3324

Leon County

Career Center
2525 South Monroe Street, Suite 3A
Tallahassee, FL 32301
P: (850) 922-0023
F: (850) 921-8295

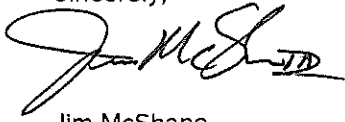
Wakulla County

Career Center
3278 Crawfordville Highway #G
Crawfordville, FL 32327
P: (850) 926-0984



Questions related to the submitted budget should be directed to Matthew Salera, Chief Financial Officer, CareerSource Capital Region at (850) 617-4606. If you have any other questions, I can be reached by e-mail at Jim.McShane@careersourcecapitalregion.com or by phone at 617-4601.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McShane", with a stylized flourish at the end.

Jim McShane
Chief Executive Officer
CareerSource Capital Region

JM:ms

Attachment

**CAREERSOURCE CAPITAL REGION
FINANCIAL BUDGET
FISCAL YEAR 2015-2016
CONSOLIDATED**

	2014-2015 APPROVED BUDGET	2015-2016 PROPOSED BUDGET	VARIANCE
PROGRAM REVENUE			
Anticipated revenue	\$6,547,263	\$6,502,523	\$44,740
Total Revenue	\$6,547,263	\$6,502,523	\$44,740
DIRECT PROGRAM COSTS:			
Participant Tuition & Fees / Training	\$750,000	\$750,000	\$0
Books & Supplies	\$45,000	\$45,000	\$0
Uniforms	\$13,000	\$20,000	\$7,000
Transportation & Incentives	\$80,000	\$80,000	\$0
Testing/Certifications	\$70,000	\$70,000	\$0
Primary Services Contract - One-Stop Operations	\$2,566,000	\$2,480,000	(\$86,000)
Primary Services Contract - Work Experience	\$350,000	\$250,000	(\$100,000)
Economic Development/Industry Analysis	\$35,000	\$35,000	\$0
CareerSource Express	\$22,000	\$22,000	\$0
FL Trade Grant	\$38,750	\$0	(\$38,750)
Total Program	\$3,969,750	\$3,752,000	(\$217,750)
ALLOCATED COSTS & EXPENSES:			
Salaries & Benefits/Payroll Services	\$1,130,000	\$1,290,000	\$160,000
Accounting & Auditing	\$22,000	\$22,000	\$0
Advertising & Marketing	\$85,000	\$85,000	\$0
Board Expenses	\$6,500	\$6,500	\$0
Cell Phones/Pagers	\$6,500	\$6,500	\$0
Conferences & Seminars	\$9,000	\$9,000	\$0
Dues & Memberships	\$11,000	\$13,000	\$2,000
Facility Rent	\$644,914	\$595,523	(\$49,391)
Furniture	\$15,000	\$30,000	\$15,000
Insurance	\$22,000	\$22,000	\$0
Legal & Professional Fees	\$68,000	\$68,000	\$0
Maintenance Contracts	\$17,000	\$17,000	\$0
Postage	\$8,000	\$8,000	\$0
Recruiting/Staff Development/Recognition	\$22,000	\$22,000	\$0
Rentals	\$35,000	\$35,000	\$0
Repairs & Maintenance	\$26,000	\$26,000	\$0
Security	\$25,000	\$25,000	\$0
Supplies	\$39,000	\$39,000	\$0
Systems/Telephone	\$325,000	\$375,000	\$50,000
Temporary Help	\$9,000	\$9,000	\$0
Travel	\$42,000	\$42,000	\$0
Utilities	\$9,600	\$5,000	(\$4,600)
Total Allocated	\$2,577,513	\$2,750,523	\$173,010
TOTAL COSTS AND EXPENSES	\$6,547,263	\$6,502,523	(\$44,740)
TOTAL PROGRAM FUNDS AVAILABLE	\$8,727,478	\$7,757,638	(\$969,840)
SURPLUS OF TOTAL PROGRAM FUNDS AVAIL.	\$2,180,215	\$1,255,115	(\$925,100)

SURPLUS

Workforce Investment	681,185
Other	573,930
Total	1,255,115

** Per the recommendation of the Finance Committee, a minimum surplus of \$200,000 will be maintained to ensure that Fiscal Year 2016-17 budget is adequately funded.

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Eric Hinson
Gadsden Consortium Member, Eric Hinson

APPROVED AS TO FORM:

BY: *[Signature]*
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court



July 7, 2015
Date of Commission Action

BY: *Marcella Blocker, Deputy Clerk*
Gadsden County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

Leon Consortium Member, Nick Maddox

Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

APPROVED AS TO FORM:

Wakulla Consortium Member, Jerry Moore

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Wakulla County Clerk of the Circuit Court

**BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a CareerSource Capital Region**

APPROVED AS TO FORM:

CareerSource Capital Region Chairperson, George Banks

BY: _____
Secretary, Beth Kirkland



Apalachee Regional Planning Council

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson
Liberty, Leon and Wakulla Counties and their municipalities

November 16, 2016

The Hon. Bill Proctor, Chairman
Leon County Board of Commissioners
301 S. Monroe Street
Tallahassee, FL 32301

Re: Apalachee Regional Planning Council 2017/2018 Appointments

Dear Chairman Proctor:

Pursuant to *Florida Administrative Code*, Chapter 29L-1, Leon County is entitled to have three representatives on the Apalachee Regional Planning Council (ARPC). Two of these representatives are appointed locally by the Board of County Commissioners; one must be a county-elected official and one must be a municipal-elected official. The Governor appoints the third representative.

Enclosed is an appointment form listing Leon County's current appointees to the Council. You may re-appoint elected officials currently serving on the ARPC Board; however, due to changes resulting from recent elections and reorganizations, it may be necessary for you to appoint new representatives. The appointment is for a 2-year term beginning January 1, 2017.

Also enclosed is the 2015/2016 attendance record for Apalachee Regional Planning Council members from Leon County. It is very important for both the County and the Council that the appointed representatives attend and participate in Council meetings. Decisions are made that directly affect local governments of the Apalachee region as well as its constituents.

You will need to return the enclosed appointment form to the Council office as soon as an appointment determination has been made. Please do not hesitate to contact me with any questions or if you need any additional information. Your continued support and cooperation are greatly appreciated. The next regularly scheduled ARPC meeting will be January 21, 2017.

Sincerely,

Chris Rietow
Executive Director

cc: Vincent Long, Leon County Administrator
Mary Smach, Leon County Appointment Office

2507 Callaway Road, Suite #200 • Tallahassee, Florida 32303
Telephone: 850-488-6211 • Facsimile: 850-488-1616
www.thearpc.com

LEON COUNTY

ARPC CURRENT APPOINTEES - 1/1/15 - 12/31/16

County Elected	Jane Sauls
Municipal Elected	Nancy Miller
Governor's Appointee	Lisa Miller

ARPC APPOINTEES FOR 1/1/17 - 12/31/18

County Elected	_____
Alternate	_____
Municipal Elected	_____
Alternate	_____

TO: CHAIRMAN, APALACHEE REGIONAL PLANNING COUNCIL

The above named individuals have been appointed/reappointed
to the Governing Board of the Apalachee Regional Planning Council.

SIGNED:

ATTEST:

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

CLERK OF CIRCUIT COURT

NOTE: *THE COUNCIL WILL CONSIDER CURRENT APPOINTEES AS
MEMBERS UNTIL THIS FORM IS RECEIVED IN COUNCIL OFFICES.*

Please return this form to: **Apalachee Regional Planning Council**
 2507 Callaway Road, Suite 200
 Tallahassee, FL 32303

ARPC Board Member Attendance - Leon County			
ARPC Meeting Date	County Elected Leon County Commissioner Jane Sauls	Municipal Elected City of Tallahassee Commissioner Nancy Miller	Governor's Appointee (Leon County) Lisa Miller
1/22/2015	√		√
4/2/2015	√		√
5/28/2015	√		√
7/30/2015	√		√
10/1/2015		√	
11/19/2015			√
1/28/2016			
3/31/2016	√	√	
5/19/2016		√	
7/21/2016		√	√
9/15/2016		√	√
11/17/2016		√	

From: "Kostrzewa, Jack" <John.Kostrzewa@talgov.com>
To: "Smach, Mary" <SmachM@leoncountyfl.gov>
CC: "Holloway, Stephanie" <HollowayS@leoncountyfl.gov>, "Rosenzweig, Alan" <RosenzweigA@leoncountyfl.gov>
Date: 4/28/2016 1:37 PM
Subject: RE: Leon County Board of Commissioners

Thanks for the update, and we will make the necessary changes to be reflected in our processes such as the voting, as well as, our Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC). These are just a few items that we will making immediate changes to. As an FYI the voting share of each member will now be 12.33% as opposed to the 5.29% that is was, and the next opportunity to change the number of voting members for Leon County will occur on or after April 26, 2017.

If you have any additional questions please do not hesitate to contact me.

Jack Kostrzewa

Transportation Planning Manager
Capital Region Transportation Planning Agency

850 891 8625
www.CRTPA.org

From: Mary Smach [mailto:SmachM@leoncountyfl.gov]
Sent: Thursday, April 28, 2016 10:16 AM
To: Kostrzewa, Jack
Cc: Holloway, Stephanie; Rosenzweig, Alan
Subject: Leon County Board of Commissioners

Good Morning Mr. Kostrzewa,

This email is to inform the Capital Region Transportation Agency that at the recent April 26, 2016 Leon County Board of Commissioners meeting, the Board voted to reduce our number of voting members on the CRTPA to three instead of seven. Effective immediately, Leon County will be represented by the following Commissioners on the CRTPA:

1. Commissioner Nick Maddox
2. Commissioner Kristen Dozier
3. Commissioner John Dailey

If I can be of any further assistance, please feel free to contact me.

Regards,

Mary Smach
Agenda Coordinator
Leon County Administration
301 S. Monroe St. Suite 502
Tallahassee, FL 32301
850-606-5311<tel:8506065311>

www.leoncountyfl.gov<<http://www.leoncountyfl.gov>>

"People Focused. Performance Driven"

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

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Domi's FY 2016 Annual Report and Authorization for the County Administrator to Modify Exhibits C & D of the County's Business Incubator Facility Lease Agreement with Domi

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

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Accept Domi's FY 2016 Annual Report (Attachment #1).
- Option #2: Authorize the County Administrator to modify, and execute, Exhibits C & D of the County's existing Business Incubator Facility Lease Agreement with Domi to include the County's operational support for broadband services through FY 2018 and references to the Tallahassee-Leon County Office of Economic Vitality (Attachment #2), in a form to be approved by the County Attorney.

Report and Discussion

Background:

This agenda item seeks acceptance of Domi's 2016 Annual Report and requests authorization to modify and execute the Business Incubator Facility Lease Agreement to reflect the Tallahassee-Leon County Office of Economic Vitality (OEV) as the economic development organization of record.

The Board has long maintained a strong focus on supporting entrepreneurship as a means of spurring job growth in Leon County. On October 29, 2013, Leon County entered into a public-private partnership with Domi Education Inc. (Domi) to operate an urban business incubator program in a County-owned warehouse that formerly housed election equipment. Other major partners at that time included Florida State University (FSU) and Florida A&M University (FAMU).

The County's provision of the physical incubator facility, combined with Domi's development services, access to funding, and the facilitation of community collaboration and culture, contributes to a holistic startup ecosystem in Leon County. On May 22, 2014, the Domi incubator facility, also known as Domi Station, held its grand opening and has been in operation ever since.

At its June 22, 2015 Budget Workshop, the Board approved up to \$25,000 each year from FY 2016 through FY 2018 to support broadband internet for Domi Station. The funding is possible through the temporary reallocation of the County's \$25,000 funding for its Qualified Targeted Industry Incentive Program to support business recruitment/expansion. The improved broadband service has greatly expanded the work capacity and resource availability for entrepreneurs at Domi Station.

It is important to note that through this partnership, the Board has been able to support entrepreneurship and job creation as contemplated in the Board's strategic initiatives and priorities. This status report is essential to the following Strategic Initiative approved by the Board as part of the FY 2012 – FY 2016 Strategic Plan adopted at the January 26, 2016 meeting:

- *Coordinate efforts, with institutions of higher learning and other partners, to support local entrepreneurs (2015)*

This particular Strategic Initiative aligns with the Board's Strategic Priority – Economy:

- *(EC3) Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities... (2012) (rev. 2015)*

Analysis:

Leon County Government and Domi collaborate regularly to support the entrepreneurial community and cultivate an environment for job creation. Domi's mission is to create an environment where high-growth entrepreneurs could develop and become sustainable companies by providing education programs, mentoring, resources, and co-working space at Domi Station.

Domi has a working board of nine individuals, which includes all four active co-founders, and recently launched a Finance Committee. Lucas Lindsey serves as Executive Director, Dominick Ard's serves as Director of Incubation Programs, and Sabrina Torres serves as Community Manager. In addition, Domi leadership is nearing completion of a strategic planning process that has evaluated Domi's mission, objectives, and goals through 2018. Below is a high-level overview:

Mission: Educate and empower early-stage entrepreneurs

Vision: Build the most diverse startup community in the Southeast

Purpose: Provide a home for the fearless to access resources and create wealth for their community

Strategic Objectives:

1. Domi will be a regional leader in startup support and entrepreneurial activity.
2. Domi will increase the amount of startup support available to minority and disadvantaged populations.
3. Domi will give a voice to regional startup activity through promotion, marketing, and outreach.
4. Domi will be an effective, efficient, and sustainable organization.

The entrepreneurial activities centered at Domi Station continue to provide substantial value to the local entrepreneurial ecosystem, significant opportunities for networking, and collaboration across disciplines and organizations. Per its agreement with the County, Domi has submitted its annual report which details the activities of the previous fiscal year (Attachment #1). The annual report includes:

- Organizational change updates
- 2016 impact metrics
- Strategic planning process update
- Budget by source overview profile of all Incubator members
- Impact on early-stage startup teams
- Recognition of community partners, volunteers, and mentors.
- Summary of events hosted or participated in
- Prospective events planned for next year

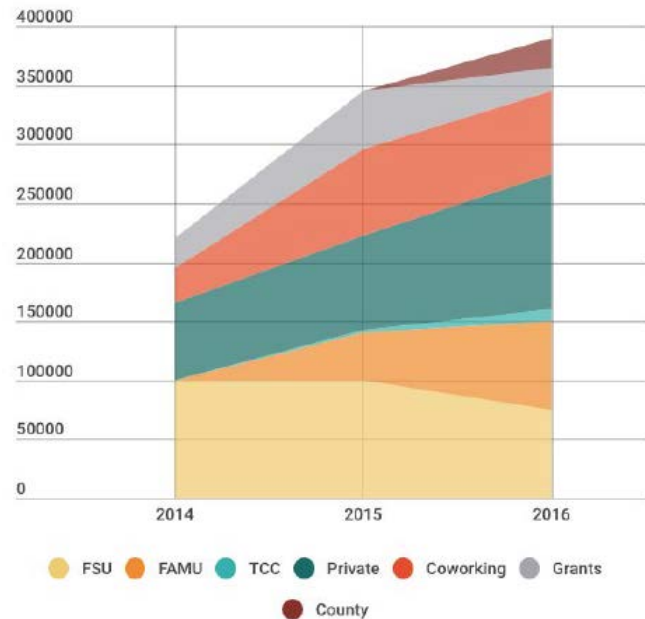
FY 2016 marks Domi's second year of full operation. Thus far, significant achievements have been realized as Domi Station startups are generating \$5.4 million in revenue and creating 39 full-time jobs with an average wage of \$40,000. In addition, one startup was acquired by a multinational corporation and has since established a Tallahassee-based office. Domi has worked directly with 60 early-stage startup teams over the last year alone. It is important to note that metrics are collected twice per calendar year. Metrics were last collected in June 2016 and will

be collected again in late December 2016. A full list of companies associated with Domi in FY 2016 can be found in the annual report (Attachment #1).

Partnerships and Support

Much of Domi's success can be attributed to its ability to build partnerships and attract sponsors throughout the community. In addition to the physical space that houses Domi Station, Leon County Government provided funding for high speed internet at the Incubator. Domi also works closely with all of Leon County's institutions of higher education, including Florida State University, Florida A&M University, and Tallahassee Community College, as well as a variety of private or quasi-private organizations, like the Greater Tallahassee Chamber of Commerce, Florida League of Cities, Thurgood Marshall College Fund, First Commerce Credit Union, Frenchtown Heritage Hub, Florida Blue, and the Florida Institute for the Commercialization of Public Research.

Domi Operating Budget by Source, 2014-2016



Volunteer mentors also provide direct support to Domi's programs and its members with advisory assistance and services to startups across multiple industries and disciplines. Mentors represent a variety of fields from public, private, and educational entities and offer startups valuable support to help them succeed. A full list of mentors can be found in the annual report. Additionally, the vast network of these mentors helps support public training workshops at Domi Station.

Events

As part of the County's agreement outlining the public-private partnership, Domi is required to partner with local economic development support organizations and institutions of higher learning to collaborate on programming and encourage successful startup businesses to grow their business in Leon County. In addition, Domi is required to host a minimum number of events, such as two open house events, two private social activities on-site, quarterly training opportunities for local entrepreneurs not affiliated with the Incubator, and two signature events each year (one in November as part of E-Month) that are designed to attract, develop, and showcase the local technology workforce and community.

From November 2015 to September 2016, Domi Station organized or hosted 140 events. Regular events include series like 1 Million Cups, First Friday Happy Hour, Community Lunch, Women Wednesdays, Domi Meetups, Mentor Workshops, Code Bootcamps, and Creators Camp Flights.

Domi also hosts events in collaboration with other organizations, such as Startup Week (FSU), Startup Weekend (TCC), FAMU App Challenge (FAMU), and Power Forward Workshop (First Commerce Credit Union).

Events that took place in FY 2016 in partnership with Leon County Government include:

- Three LyteHacks events, 12-hour hackathons with FSU students
- TrailHacks with Tourism Development
- A 1 Million Cups networking breakfast as an E-Month event for FY 2016
- A breakout session at the Greater Tallahassee Chamber of Commerce's Annual Conference

Since being established earlier this year, Domi Station organized or hosted events in partnership with the Tallahassee-Leon County Office of Economic Vitality (OEV), including:

- A listening and networking session to support the Tallahassee-Leon County Economic Development Strategic Plan
- A stakeholder meeting with VisionFirst Advisors to support the Tallahassee-Leon County Economic Development Strategic Plan

During the upcoming year, Domi is looking to continue several internal community events as well as external events such as 1 Million Cups, Women Wednesdays, and Domi Meetups. In addition, Domi will be launching a new event series called SOUP, which invites the community to award a micro-grant to startups and social good ideas. Finally, Domi anticipates hosting at least one hackathon in 2017 and delivering event programming across the Southeast in coordination with the Florida League of Cities and the Thurgood Marshall College Fund.

Finally, in an effort to measure and benchmark Domi's job creation successes in the community, additional reporting requirements will take effect starting with the FY 2017 annual report. This will include tracking the number of jobs created by incubator members within the Tallahassee Metropolitan Statistical Area and, where possible, data on the businesses' valuation and median salary information.

Agreement Modifications

Staff has identified two technical modifications to Exhibit C (Programming and Community Collaboration Requirements) and Exhibit D (Reporting Requirements) of the County's existing agreement with Domi which are reflected in Attachment #2 to bring it in line with current efforts. Since Domi submitted its last annual report, OEV was established as the economic development organization of record for Tallahassee-Leon County and should replace references to its predecessor. As Tallahassee-Leon County's hub for economic development, OEV will serve as the conduit for monitoring and managing the contract that outlines the responsibilities of Domi Station. The other modification is in recognition of the County's continued support for broadband services through FY 2018, as previously approved by the Board, to enhance the resource availability for entrepreneurs at Domi Station.

Options:

1. Accept Domi's FY 2016 Annual Report (Attachment #1).
2. Authorize the County Administrator to modify, and execute, Exhibits C & D of the County's existing Business Incubator Facility Lease Agreement with Domi to include the County's operational support for broadband services through FY 2018 and references to the Tallahassee-Leon County Office of Economic Vitality, in a form to be approved by the County Attorney (Attachment #2).
3. Do not accept Domi's FY 2016 Annual Report.
4. Board Direction.

Recommendation:

Options #1 & #2

Attachments:

1. Domi's FY 2016 Annual Report
2. Proposed Modifications to Exhibit C (Programming and Community Collaboration Requirements) and Exhibit D (Reporting Requirements) the Business Incubator Facility Lease Agreement



2016 Annual Report

Overview

Domi gives the future a home. We are a hub for entrepreneurs with coworking space, community events, and incubator programs that help startups start and scale. We work closely with preeminent partners like Leon County to support local entrepreneurs, technology commercialization, and innovation ecosystem development. We do it because we believe in this community. We believe in diversifying the economy, unlocking the potential of new ideas, and using entrepreneurship to reshape the world. In a time when progress demands innovation, we believe startups are the way forward.

The economic benefits of entrepreneurial activity are clear. First, startups and young firms “employ disproportionately large numbers of young, well-educated workers¹”—exactly the demographic our community is working to attract and retain. Second, startups and young firms are the “real driver of disproportionate job growth,” and young firms that survive the startup phase tend to “ramp up” with growth outpacing that of more mature firms².

To build a truly world-class startup community, we must create world-class partnerships that deliver world-class programs. In doing so, we believe we not only return value to community partners, but create immense value for Leon County in the form of increased private economic activity, retention of young professional talent, and strategic support of ecosystem system development projects active across the community.

The Impact

Over the last year alone, Domi has worked directly with 60 early-stage startup teams. These teams have participated in our core incubator programs, including Get Started, Get Started U, and the Technology Commercialization Accelerator Program (TCAP). We provide opportunities for both community and university-affiliated entrepreneurs. University-affiliated entrepreneurs account for one-third or more of our total membership base at any given time. From Fall 2015 through Fall 2016, 48 student members engaged in a Domi incubator program. Additionally, 14 student members participated in MuniMod, a civic tech program co-developed by Domi and the Florida League of Cities.

¹ The Young and Restless and The Nation’s Cities
<http://cityobservatory.org/wp-content/uploads/2014/10/YNR-Report-Final.pdf>

² Who Creates Jobs? National Bureau of Economic Research <http://www.nber.org/digest/feb11/w16300.html>

Domi Impact Metrics 2016³

- 60 Early-Stage Teams Engaged in an Incubator Program From Fall 2015 through Fall 2016
- 39 Full-Time Jobs with an Average Wage of \$40,000 Reported by Domi Companies
- \$5,400,000 in Revenue Reported by Domi Companies
- \$2,400,000 in Equity Investment Raised by Domi Companies
- 1 Startup Acquired by a Multinational Corporation with new TLH-Based Office

Domi members and alumni are creating the economy of tomorrow. For example, member company HWind Scientific was acquired by RMS, the world leader in risk management solutions and reinsurance products. RMS has since opened a Tallahassee-based office, keeping HWind's highly-educated, high-wage jobs in the Capital Region. Other notable, revenue-generating alumni include Cuttlesoft, NanoScale, QuarryBio, DivvyUp, NewSci, Vale Food Co., and GrassLands Brewery.

Investments by partners like FSU have spurred significant momentum in our regional innovation ecosystem. Over the year, Tallahassee has been named both a Top 10 city for growth in startup activity⁴ and a Top 50 city for entrepreneurs⁵. Now we have the opportunity to double down, build on top of a strong foundation, and provide world-class support to our region's high-growth entrepreneurs.

Incubator Membership Overview 2015-2016

Company Name	Designation	Status	If Confirmed Inactive, Why?
Polo20	Get Started Fall 2015	Unknown	
Looper	Get Started Fall 2015	Inactive	Shutdown
Hug Me	Get Started Fall 2015	Inactive	Relocated
Silverline	Get Started Fall 2015	Unknown	
Pinnacle Education	Get Started Fall 2015	Active	
Move Map	Get Started Fall 2015	Unknown	
Fare	Get Started U Fall 2015	Inactive	Team Pivoted
Insilicom LLC	Get Started U Fall 2015	Unknown	
Recycle4Haiti	Get Started U Fall 2015	Unknown	
plusOne	Get Started U Fall 2015	Unknown	
InternMatch	Get Started U Fall 2015	Unknown	

³ Metrics are collected twice per calendar year. Metrics were last collected in June 2016 and will be collected again in December 2016.

⁴ <http://fivethirtyeight.com/features/st-louis-is-the-new-startup-frontier/>

⁵ <http://www.tallahassee.com/story/news/2016/07/22/tallahassee-ranked-top-50-city-entrepreneurs/87453130/>

Unify	Get Started U Fall 2015	Active	
Khargo	Get Started U Fall 2015	Unknown	
The Social Networking Effect	Get Started U Fall 2015	Active	
Unload-it	Get Started U Fall 2015	Active	
Livlyfe	Get Started U Fall 2015	Unknown	
MGP Marketing Out of the Box Studio	Get Started U Fall 2015	Unknown	
QwixCorp	Get Started U Fall 2015	Unknown	
Hangz	Get Started U Fall 2015	Unknown	
New World Homes	Get Started U Fall 2015	Unknown	
Dog Lunchables	Get Started U Fall 2015	Unknown	
ConMart Saintilus Consulting Group	Get Started U Fall 2015	Active	
Tow Buddy	Get Started U Fall 2015	Active	
Tally Trapeze	Get Started U Fall 2015	Inactive	Relocated
Optical Auto	Get Started U Fall 2015	Unknown	
Amperro	Get Started U Fall 2015	Unknown	
CodeSlam	Get Started Spring 2016	Active	
EyeDope	Get Started Spring 2016	Active	
OWN-IT	Get Started Spring 2016	Unknown	
Blue Planet	Get Started Spring 2016	Active	
Vacuum Ninja	Get Started Spring 2016	Active	
LiveWire	Get Started Spring 2016	Unknown	
A to B	Get Started Spring 2016	Inactive	Team Pivoted
Different Breed x Different Brew	Get Started U Spring 2016	Active	
GreenScore	Get Started U Spring 2016	Inactive	Relocated
Tweb	Get Started U Spring 2016	Inactive	Relocated
HubQuest	Get Started U Spring 2016	Inactive	Team Pivoted
Baso	Get Started U Spring 2016	Inactive	Relocated
GateHaus	Get Started U Spring 2016	Inactive	Team Pivoted
HighLik Aerials	Get Started U Spring 2016	Active	
CodeAtlas	Get Started U Spring 2016	Active	

Rattler Labs	Get Started U Spring 2016	Active	
One Fresh Pillow	Get Started Fall 2016	Active	
FAN4D	Get Started Fall 2016	Active	
Intimately Coupled	Get Started Fall 2016	Active	
WeatherTiger, LLC	Get Started Fall 2016	Active	
Sweet Ps	Get Started Fall 2016	Active	
Codecraft Lab	Get Started Fall 2016	Active	
Fare Skies	Get Started Fall 2016	Active	
Fly Mouthwash	Get Started Fall 2016	Active	
Envint Management Group, LLC	Get Started Fall 2016	Active	
Summer Pack-It, LLC	Get Started Fall 2016	Active	
CareerMojo	Get Started Fall 2016	Active	
Shanah's Chocolate	Get Started Fall 2016	Active	
Team Ablordeppey	TCAP Fall 2016	Active	
Team Cofie	TCAP Fall 2016	Active	
Team Soliman	TCAP Fall 2016	Active	
Team Scarlett	TCAP Fall 2016	Active	
Team Dickens	TCAP Fall 2016	Active	
Team Xu	TCAP Fall 2016	Active	
Team Diaby	TCAP Fall 2016	Active	

Domi At-a-Glance

Since opening in May 2014, Domi has strengthened and diversified our incubator programming, added capacity through staffing increases, and grown our committed funding relationships. We are by far the strongest we have been and the most ambitious we have been. In the last six months, we have made a series of organizational changes, including reorganizing our team with Lucas Lindsey as our Executive Director, Dominick Ard'is as our Director of Incubation Programs, and Sabrina Torres as our Community Manager. All three are FSU alumni.

We have stood up a working board of 9 individuals and launched a Finance Committee. Importantly, all 4 of Domi's co-founders are represented and active on the board. We are also nearing the completion of a strategic planning process that looks carefully at Domi's mission, objectives, and goals through 2018. Below is a high-level overview of the discussion that has taken shape through that process.

Mission - Educate and empower early-stage entrepreneurs

Vision - Build the most diverse startup community in the Southeast

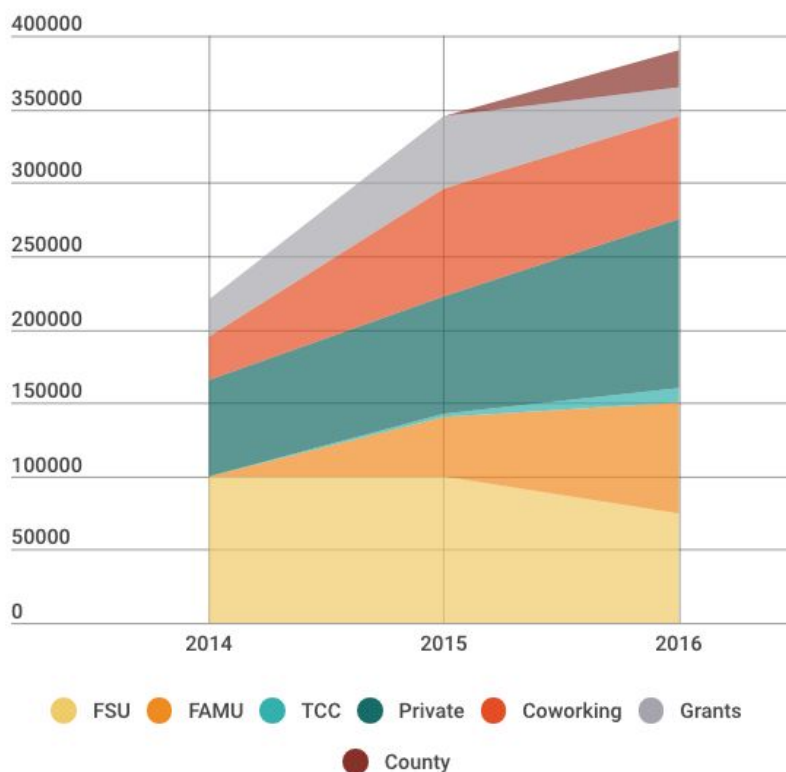
Purpose - Provide a home for the fearless to access resources and create wealth for their community

Strategic Objectives

1. We will be a regional leader in startup support and entrepreneurial activity.
2. We will increase the amount of startup support available to minority and disadvantaged populations.
3. We will give a voice to regional startup activity through promotion, marketing, and outreach.
4. We will be an effective, efficient, and sustainable organization.

Over the last three years, Domi has both grown and diversified its revenue sources and funding partners. This has allowed us to bring on additional staff, provide more direct support for entrepreneurs, move faster, and think bigger. **Our financial goals are twofold: 1. Work toward an annual operating budget of \$500,000 for our non-profit arm by 2018 and 2. Secure reliable, multi-year agreements with our largest partners.**

Domi Operating Budget by Source, 2014-2016



Community Partners 2016

Domi's list of partners and collaborators continues to grow. We now work closely with FSU, FAMU, and TCC, as well as a variety of private or quasi-private organizations such as the Tallahassee Chamber of Commerce, Florida League of Cities, Thurgood Marshall

College Fund, First Commerce Credit Union, Frenchtown Heritage Hub, Florida Blue, and the Florida Institute for the Commercialization of Public Research.



Looking to 2017 and beyond, we expect to add other strategic partnerships as we expand into code education, startup financing, and a growing regional footprint.

In addition to partner organizations, our program is directly supported by the effort of 27 volunteer mentors. They provide advisory assistance and services to startups across multiple industries and disciplines. Our full mentor list follows below.

Name	Company
Micah Widen	Domi Ventures
John Vecchio	Mosley Ventures
David Lawson	New Sci
Jake Kiker	Williams Gautier
Lawrence Tinker	Florida Institute
Yuh-Mei Hutt	Golden Lighting
Trip Wycoff	FSU
Rob Rushin	I2B
Robert Van Engelen	FSU

Paden Woodruff	Woodruff and Black
David White	Carr, Riggs and Ingram
Jonathan Adams	FSU
Ryan Poole	Capital City Bank
Frank Valcarcel	Cuttlesoft
Christine Urban	UberOps
LaTanya White	Concept Creative Group
Mike Houghton	WeatherSTEM
Chet Hall	NorthHighland
Jason Vail	Allen, Norton, & Blue, P.A.
Hunter Ashmore	LiftUp
Eric Grant	MuniCode
Fernando Rodriguez	Moore Communication
Lydia Hanks	FSU
Geoff Nagel	Pensacola Distillery
Tracey Priest	Mindspring
Todd Sperry	Oliver Sperry
LaDonna Thornton	FSU

Events

Domi Station organized or hosted 140 events Organized or Hosted from November 2015 to November 2016. These events keep our facility active, drive brand awareness, educate entrepreneurs, and create valuable collisions across community organizations. Our regular events include series like 1 Million Cups, First Friday Happy Hour, Community Lunch, Women Wednesdays, Domi Meetups, Mentor Workshops, Code Bootcamps, and Creators Camp Flights.

We also host irregular but important events in collaboration with other organizations, such as Startup Week (FSU), Startup Weekend (TCC), FAMU App Challenge (FAMU), Power Forward Workshop (First Commerce Credit Union), and TrailHacks (Visit Tallahassee/Leon County).

We have a variety of events planned for 2017. We will continue our internal community events, as well as well-received external facing events such as 1 Million Cups, Women Wednesdays, and Domi Meetups, which have a theme that rotates on a quarterly basis.

We also plan to launch a new events series called SOUP. SOUP was founded in Detroit, and it has grown into an international movement. It is an evening event that invites the community to award a micro-grant to startups and social good ideas. Finally, we anticipate hosting at least one hackathon in 2017, and we look forward to delivering event programming across the Southeast in coordination with the Florida League of Cities and the Thurgood Marshall College Fund.



Domi Station stays active all day every day. We organize or host over 140 events a year just like the Power Forward Workshop pictured above. The Power Forward Workshop is packed full of no-nonsense advice on how to start a startup and made possible by the sponsorship support of First Commerce Credit Union.

Select Testimonials

"I hope to outgrow the office(s) in Domi but never outgrow the need for it. The truth is that without Domi and what [they're] doing here I would not have the opportunities that I do now. Nor the ability to incubate them accordingly. I have a reason to stay in Tallahassee now." -Frank Valcarcel, cofounder of Cuttlesoft and recent FSU graduate.

"Domi and the services offered have been an invaluable part of DivvyUp's success. The ability to collaborate in an open space, meet with mentors and advisors, and network within the community is what makes Domi an awesome addition to the Tallahassee entrepreneurial community. As former Florida State students, the relationship between a large, resource-rich university and a small, hands-on incubator created the full spectrum of support and guidance. We are extremely lucky to have been admitted into Domi, and we highly recommend other student entrepreneurs become involved with their program." - Mitch Nelson, cofounder of Divvyup and recent FSU graduate.

"Since becoming a member of Domi Station, the knowledge I've gained and my individual growth as an entrepreneur has exceeded any expectations. I was enrolled into the Get Started program and immediately began seeing results when it came to decision making within my own business. So far, we've covered everything from knowing yourself as the entrepreneur with a vision to building your business model and

getting into the details of brand messaging, distribution, and revenue streams. Everyone I've met so far is extremely selfless but also share the common drive many entrepreneurs are born with and I'm proud to call myself a member of the Domi family." - Nick Telford, founder of SimplySwish and current FSU student.

"Three years ago, I was just a passionate kid with an idea. With one year left, I have become the President of Technole, Director of HackFSU and a Founding member of Florida Hackers. I'm confident that none of this would of been possible if Domi was not at the center of it all. Domi was our home for late night session to work on these projects. Strozier's library Library was are only alternative. Domi's space cultivated an environment for innovation and inspiration for all of our initiatives. Domi exposed us to a network that extended beyond the borders of our university. Students within Technole and other student organization now have genuine relationships, and personally know the faces of other entrepreneurs in our area. Domi showed us that Tallahassee has a community that seriously supports its students, because they wholeheartedly believe in the potential and talent our city has to offer." - Christian Espinosa, founder of Florida Hackers and HackFSU co-organizer.

2017 and Beyond

Domi's goal is to become North Florida's premier community catalyst with respect to entrepreneurship, innovation, and economic development. Leon County has been a founding partner since day one, and we are grateful for the ongoing support of our local government. By working together, we can leverage each other's strengths to increase the amount of resources available to area entrepreneurs, build powerful networks across the community, and accelerate the growth of our local economy.

Exhibit “C”

PROGRAMMING AND COMMUNITY COLLABORATION REQUIREMENTS

The terms used in this Exhibit “C” shall have the same meanings as ascribed to them in the Lease. Tenant’s provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall have full discretion with regard to all matters relating to members of the Business Incubator program (hereinafter referred to as “Members”) including, but not limited to, the selection of, investment in, and the graduation or removal of Members.
2. Tenant shall provide to Members comprehensive Business Incubator services including, but not limited to, access to mentors, a continual learning environment through workshops and guest speakers, and guidance on product development to help secure private investment.
 - ~~2-a.~~ These services shall include high-speed fiber optic broadband internet services provided to Tenant and Members by Leon County for a period of three years, FY 2016 through FY 2018. The investment includes the installation of a new fiber optic cable that provides one gigabit of data transport with 100 megabits of dedicated internet access.
3. When appropriate, Tenant shall utilize, coordinate, and partner with local economic development support organizations and institutions of higher learning including, but not limited to, the ~~Economic Development Council~~ Tallahassee-Leon County Office of Economic Vitality (the “~~OEVEDC~~”), the FAMU Small Business Development Center, Innovation Park, Florida State University, Florida A&M University, Tallahassee Community College, and The Jim Moran Institute to fulfill its programming and community collaboration requirements.
4. Tenant shall partner with the County and ~~OEVEDC~~ to host two ‘open house’ events each year on the Premises to feature the Business Incubator and its Members, their startup businesses, and the Business Incubator partners.
5. Tenant shall partner with the ~~OEVEDC~~ to host and coordinate two private social activities on the Premises each year to help immerse the Members with local business leaders. The use of the Premises for such collaborative activities shall be provided free of charge to the ~~OEVEDC~~ who would be responsible for all other costs associated with the activities.
6. Tenant shall partner with the ~~OEVEDC~~ to offer, at a minimum, quarterly training opportunities for local entrepreneurs that are not affiliated with Tenant’s Business Incubator program. Said training shall be coordinated by the ~~OEVEDC~~ in conjunction with Tenant and may take place on the Premises or at another location as mutually agreed to by Tenant and the ~~OEVEDC~~.
7. Tenant shall take the lead in developing two signature events each year, with the County serving as a co-host, that are designed to attract, develop, and showcase the local technology workforce and community (for example, Startup Weekend, Codefest, Hackathon, etc.). Said events shall be designed to attract a diversity of participants that also help bridge both town and gown technology communities. One of the required events shall be held during National Entrepreneur Month in November of each year.
 - a. These signature events shall not conflict with a regularly scheduled meeting of the County’s Board of County Commissioners (the BOCC”), the Blueprint 2000 Intergovernmental Agency (the “IA”), or the ~~OEVEDC~~. For purposes of compliance with this requirement, Tenant hereby acknowledges that the BOCC regularly meets two times per month, and that the IA ~~and the EDC regularly meet one time per month~~ meets quarterly.
8. Tenant shall authorize the County, the ~~OEVEDC~~, and the local institutions of higher learning to promote Tenant’s Business Incubator program and its Members, activities, and success stories in an effort to enhance the awareness of the Business Incubator program. Tenant may reserve the right to approve written promotional materials so that sensitive and/or other non-public information is not inadvertently published.
9. With the support and assistance from the County and local economic development organizations, Tenant shall make all reasonable efforts to encourage successful startup businesses to grow their business in Leon County.

Exhibit “D”

REPORTING REQUIREMENTS

The terms used in this Exhibit “D” shall have the same meanings as ascribed to them in the Lease. Tenant’s provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall maintain a website that offers a profile of members of the Business Incubator program (hereinafter referred to as “Members”) and links to Members’ individual company websites and website pages.
 - a. The County Seal shall be prominently displayed on Tenant’s Business Incubator home page under the section for sponsors and partners.
2. The County may require up to three oral reports or presentations each year to be delivered to the County’s Board of County Commissioners (the “BOCC”), the ~~Economic Development Council~~ Blueprint 2000 Intergovernmental Agency (the “~~IAEDC~~”), or participation in economic development events as determined by the County.
3. A representative from Tenant shall meet with the ~~County’s Director of Economic Development & Business Partnerships~~ Tallahassee-Leon County Office of Economic Vitality once each quarter to discuss the progress of Tenant’s Business Incubator program, programming and space needs, event coordination, and other related matters.
4. The County will require one written report annually by November 1st of each year, providing a summation of Tenant’s Business Incubator activities, programs, Members, and businesses over the course of the County fiscal year (October 1st September 30th) to include the following information:
 - a. A profile of all Members that resided at Tenant’s Business Incubator during the fiscal year and a brief synopsis of their startup business.
 - i. This shall include a status report of Members from prior years that received investments or had successfully moved beyond Tenant’s Business Incubator, or ‘graduated’ from Tenant’s Business Incubator program, to the extent that such information is reasonably available.
 - ii. A brief explanation of successful Members that relocated to another market, the reasons for their relocation, and the efforts made to retain those Members, to the extent that such information is reasonably available.
 - iii. Beginning with the submission of the annual report on November 1, 2017, Tenant shall include and track the number of jobs created by Members within the Tallahassee MSA. Where possible, this should include data on the valuation of Members’ businesses and median salary information.
 - b. The cumulative amount of capital invested in Members’ businesses including a listing of the funding sources (for example, Mosley Ventures, FSU Angels, Vision 2020, In-Market Private Investor, Out-of-Market Private Investor) and the total amount of funds secured from outside the Tallahassee MSA.
 - i. Tenant will not be required to disclose the specific amount of funds invested by each such funding sources unless there happens to be a singular investor.
 - ii. Tenant will not be required to disclose the names of individual investors or their specific amount of investment.
 - iii. Tenant will not be required to disclose the amount of funds invested in to individual Members.
 - c. A summary of the membership levels for Tenant’s Business Incubator and the price structure for such membership levels.

- |
- d. A summary of the community and public events hosted, or participated in, by Tenant including the purpose of the event, the number of participants, and other pertinent information.
 - e. Prospective ~~commu~~community and public events planned for the next fiscal year.
 - f. Recognition of community partners that supported Tenant's Business Incubator and its Members with either financial contributions or in-kind contributions.

DRAFT

**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on the Miccosukee Rural Community Sense of Place Study

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Devan Levans, Senior Planner

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the Miccosukee Rural Community Sense of Place Study.

Report and Discussion

Background:

This item seeks Board acceptance of a status report on the Miccosukee Rural Community Sense of Place Study. At the December 2015 Board Retreat, a new Strategic Initiative was proposed to perform a Sense of Place study for the Miccosukee community. On March 8, 2016, staff provided a preliminary update to the Board on the approach being utilized by DesignWorks staff to develop the Sense of Place report. Subsequent to that time, staff has conducted a three-day series of workshops and charrettes in the Miccosukee Rural Community between Thursday, October 20 and Saturday, October 22, 2016.

This study is essential to the following revised FY2012-FY2016 Strategic Initiative that the Board approved at the January 26, 2016 meeting:

- *Perform a Sense of Place study for the Miccosukee community (2016)*

This Strategic Initiative aligns with two of the Board's Strategic Priorities – Quality of Life and Economy:

- *(Q5) - Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (2012)*
- *(EC1) - Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (2012)*

Analysis:

The Miccosukee Rural Community is located in northeastern unincorporated Leon County at the intersections of Moccasin Gap Road (CR 151), Miccosukee Road, and Veterans Memorial Drive (CR 59). The Miccosukee Rural Community Sense of Place study seeks to identify goals and opportunities to help strengthen the connection between Leon County residents in the Miccosukee area with the small, historic community.

To gain input from the community, the Tallahassee-Leon County Planning Department held a three-day workshop in Miccosukee between Thursday, October 20 and Saturday, October 22, 2016. The workshop was held at the Miccosukee Community Center from 12:00 p.m. to 8:00 p.m. on Thursday and Friday, and from 8:00 a.m. to 5:00 p.m. on Saturday to provide a variety of times and opportunities for broad participation from the public. In addition to Planning Department staff, representatives from the Leon County Department of Development Support and Environmental Management were present during portions of the workshop to listen to community members and answer questions.

To encourage participation, a press release was disseminated by Leon County Community and Media Relations (Attachment #1) and an event poster (Attachment #2) was displayed at various places throughout the community to inform residents of this workshop. Planning Department staff also met with community representatives and organizations to notify them of the workshop and to encourage participation.

The three-day workshop was well attended. Over 52 individual community members came to the workshop to provide input, with many participants returning multiple times over the three days.

The workshop was structured such that participants could have one-on-one conversations with staff, review and mark up a series of maps, and write responses to the following prompts:

- I Like...
- I Don't Like...
- I Want...
- I Don't Want...

Input received from the community addressed a wide variety of topics including development and permitting, land use and density, community services, canopy roads, community characteristics, and transportation. A summary of the topics addressed by attendees is included as Attachment #3. Staff will be working with the community early in 2017 to refine and prioritize feedback in the form of a formal report to the Board.

Planning Department staff is currently using the input received from the community to develop a series of draft recommendations and concepts. The draft recommendations and concepts will be vetted with the community through additional public participation efforts, including an additional public workshop in Miccosukee. Following this workshop with the Miccosukee community, the draft recommendations and concepts will be provided to the Leon County Board of County Commissioners for consideration prior to inclusion in the draft Miccosukee Rural Community Sense of Place Plan.

The final Miccosukee Rural Community Sense of Place Plan will then be provided to the Board by late spring 2017 for adoption.

Funding is currently not allocated for implementation of project ideas developed during this process. The final report to the Board on this initiative may involve future budget considerations. The Livable Infrastructure for Everyone (LIFE) program of the Blueprint 2020 sales tax extension may also be a future source of funding for identified infrastructure improvements. Leon County Policy No. 16-6 governs the allocation of the LIFE proceeds and "sense of place amenities outside the Urban Services Area" is specifically noted as a potential eligible project.

Options:

1. Accept the status report on the Miccosukee Rural Community Sense of Place Study.
2. Do not accept the status report on the Miccosukee Rural Community Sense of Place Study.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Leon County Press Release
2. Event poster used to encourage participation from the community
3. Summary of topics addressed by attendees

Leon County Seeks Input from the Miccosukee Rural Community

Monday, October 17, 2016 |

Leon County Seeks Input from the Miccosukee Rural Community

WHO: Leon County

WHAT: Community Meeting

WHEN: Thursday – Saturday, Oct. 20-22 at various times

WHERE: Miccosukee Community Center, 13887 Moccasin Gap Road

In its continuous focus and commitment to engage citizens, Leon County will host a series of public meetings to gain input on ways to strengthen the Miccosukee Rural Community. The meetings will be held on Thursday, October 20 and Friday, October 21 from noon to 8 p.m., and Saturday, October 22 from 8 a.m. to 5 p.m. at the Miccosukee Community Center, 13887 Moccasin Gap Road.


During these times, citizens can visit the community center to share ideas to enhance and shape the Miccosukee community. Representatives from the Tallahassee-Leon County Planning Department and Leon County Department of Development Support and Environmental Management will be present to listen, answer questions, and discuss various topics.

The meetings will be conducted as informal design workshops where citizens can attend at their convenience during the three days and provide input. The meetings will be used to develop a Miccosukee Rural Community Sense of Place plan.

For more information, contact Devan Leavins, Tallahassee-Leon County Planning Department, at (850) 891-6441 / Devan.Leavins@Talgov.com or Mathieu Cavell, Leon County Community and Media Relations, at (850) 606-5300 / cmr@LeonCountyFL.gov

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Fax (850) 606-5301
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HAVE IDEAS

TO STRENGTHEN THE
MICCOKUKEE COMMUNITY?

IS THERE ANYTHING YOU
WOULD LIKE TO SEE IN THE AREA?

COME JOIN US AND SHARE YOUR IDEAS!



MICCOSUKEE

Rural Community | Sense of Place



**THURSDAY - SATURDAY
OCTOBER 20-22, 12-8**

**MICCOSUKEE COMMUNITY CENTER
13887 MOCCASIN GAP ROAD
TALLAHASSEE, FL 32309**

YOUR INPUT WILL BE USED IN DEVELOPING THE MICCOSUKEE RURAL COMMUNITY SENSE OF PLACE PLAN. REPRESENTATIVES FROM THE TALLAHASSEE LEON-COUNTY PLANNING DEPARTMENT AND LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT WILL BE PRESENT.

FOR MORE INFORMATION, CONTACT DEVAN LEAVINS,
TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT, AT 850.891.6400.

PLANNING  
DEPARTMENT

Miccosukee Rural Community

Summary of Topics Discussed by Attendees

Development and Permitting

- Stormwater requirements and holding ponds
- Permits
- Constraints to building on property
- Property taxes
- Urban sprawl
- Ability to divide property for family
- Wind load requirements for structures
- Ability to get financing for development
- Smaller property owners versus larger landowners
- Barriers to entry for people moving back to Miccosukee
- Illegal subdivisions
- Canopy road zones
- Septic tanks

Land use and density

- Allowable density
- Miccosukee is surrounded by large landowners and plantations
- Rural Community Land Use
- Residential Preservation overlay

Community Services

- Fire fee
- Fire stations
- Fire hydrants
- Satellite office with law enforcement and a medical office
- Homeowner's insurance policies
- Community center
- A library branch
- Leon County Government Annex
- Crime prevention program
- Talquin water availability
- Internet availability
- Access to facilities at the park

- Emergency/storm shelter
- Conservation lands
- Lighting behind the community center
- Paving the parking lot behind the community center
- Garbage pick up
- Tree maintenance
- Emergency response times
- Volunteer fire department
- Elementary school or charter schools

Canopy Roads

- Canopy road buffer zone
- Safety concerns
- Vehicles and driveway lines of sight
- Falling limbs and trees
- Tree branches in the electric lines
- Clearing underbrush

Community Characteristics

- People identify as Miccosukee for miles
- The community desires to come together across race/ethnic, political, and land ownership divisions
- Branding historic resources to create a sense of place
 - Ghost house
 - Historic train path
- Young people move away and do not return
- Concord school, Indian Spring Church, and the Miccosukee Community Center are the three polling places instead of one central community location

Transportation

- Lighting
- Sidewalks to connect community features
- Bike lanes or paved shoulders
- Deep ditches along the roads
- Reflectors on the road
- Speeding
- Conflicts between cyclists and automobiles

Summary of comments from the Miccosukee Youth Educational Foundation

- 5 adults, 12 students ranging from Kindergarten through High School
- Things they want in the community include:
 - A store
 - Fast food
 - A laundry mat
 - Community swimming pool
 - Library branch
 - Grocery store
- “You have to drive a car” - A kindergartener
- The community needs:
 - Bike lanes
 - Walking path
 - Sidewalk
- “Many people walk”
- “5 miles away is still in the community”
- There are times when multiple groups want/need the community center at the same time.
- The community center needs to be more of a multi-purpose center with multiple spaces that can be used at the same time. “A coffee shop or small shop inside the community center would be great.”


Leon County
Board of County Commissioners
Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Initiation of a Comprehensive Plan Map Amendment for Thomas Park Subdivision

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Artie White, Principal Planner

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the initiation of a comprehensive plan map amendment from Urban Residential-2 to Suburban for the Thomas Park Subdivision.

Report and Discussion

Background:

This item seeks Board approval to initiate a comprehensive plan amendment from Urban Residential-2 to Suburban for the Thomas Park Subdivision and include the amendment in the current cycle.

On November 30, 2016, Leon County Department of Development Support held an Application Review Meeting for a Jubilee Homes Model Home Display Center proposed at the southeastern corner of the intersection of Old St. Augustine Road and Capital Circle Southeast. Staff noted the subject site is zoned C-2, General Commercial, but is designated Urban Residential-2 on the Comprehensive Plan's Future Land Use Map (FLUM) (report included as Attachment #1).

Urban Residential-2 does not permit commercial development, so the Planning Department found the zoning of the site to be inconsistent with the (FLUM) designation. To correct this inconsistency, a comprehensive plan map amendment is required.

Comprehensive Plan amendments are completed as a cycle once a year and follow a process outlined in Florida Statutes (*Ch. 163.3184(2), F.S.*). The deadline for submitting an application for the 2017 Cycle was September 30, 2016. In order to accept applications after this deadline, action is needed from the Board of County Commissioners. If the amendment is not incorporated into the current cycle, the next regular cycle would open in early April 2017 with the deadline at the end of September 2017.

Analysis:

The subject site is the Thomas Park Subdivision and is located at the southeastern corner of the intersection of Old St. Augustine Road and Capital Circle Southeast (Attachment #3). The property is currently designated Urban Residential-2 on the Future Land Use Map (FLUM) and is zoned C-2 General Commercial District.

The subject site has been zoned C-2 since 1980 when Leon County Ordinance 80-60 (Attachment #2) amended the Official Zoning Map to include the subject site in the C-2 General Commercial District. As part of a larger effort to phase out the Mixed Use land use category during the 2006-2 Comprehensive Plan Amendment Cycle, the FLUM designation of the site was changed from "Mixed Use" to the "Urban Residential-2" category. This amendment to the Future Land Use Map resulted in the inconsistency between the zoning and the future land use on the subject site.

According to the Leon County Land Development Code:

The C-2 district is intended to be located in areas designated Bradfordville Mixed Use, Suburban or Woodville Rural Community on the Future Land Use Map of the Comprehensive Plan shall apply to areas with direct access to major collector or arterial roadways located within convenient traveling distance to several neighborhoods, wherein

small groups of retail commercial, professional, office, community and recreational facilities and other convenience commercial activities are permitted in order to provide goods and services that people frequently use in close proximity to their homes. (Section 10-6.647)

The current C-2 General Commercial District is inconsistent with the Urban Residential-2 FLUM designation. An amendment to the Suburban FLUM designation would correct the inconsistency and allow the site to maintain C-2 General Commercial District zoning. Initiating the change at this time would allow staff to incorporate the amendment into the existing cycle and allow the Jubilee Homes Model Home Display Center application to proceed as soon as possible.

Options:

1. Approve the initiation of a comprehensive plan map amendment from Urban Residential-2 to Suburban for the Thomas Park Subdivision.
2. Do not approve the initiation a comprehensive plan map amendment for the Thomas Park Subdivision.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Jubilee Homes Model Home Display Center Application Review Meeting staff report
2. Leon County Ordinance 80-60
3. Site Map



LEON COUNTY
**DEPARTMENT OF DEVELOPMENT SUPPORT &
ENVIRONMENTAL MANAGEMENT
DEVELOPMENT SERVICES DIVISION**

APPLICATION REVIEW MEETING

November 30, 2016 @ 1:30 p.m.

RECOMMENDATION: *Continuance to a Date Certain*

PROJECT NAME: Jubilee Homes Model Home Display Center

PROJECT ID #.: LSP160037

PARCEL I.D. NUMBER: 31-04-70-000-002-1

ACREAGE: 1.11 +/- acres

LEVEL OF REVIEW: Type "A" Site Plan, FDPA Track

PROPERTY OWNER: John R. Wise, 2508 N. Monroe St, Tallahassee, FL 32303

APPLICANT: Jubilee Homes, 6885 South US Hwy 231, Dothan, AL 36301

APPLICANT'S AGENT: Eddie Bass, P.E.
Moore Bass Consulting, Inc.
805 Gadsden Street
Tallahassee, FL 32311

CURRENT ZONING: General Commercial

FUTURE LAND USE: Urban Residential 2

DENSITY/INTENSITY: 4,060 sq. ft. / acre (4,507 sq. ft. total)

LOCATION: SE Corner of Old St. Augustine Road and CCSE

ROADWAY ACCESS: CCSE (FDOT Maintained Principal Arterial Roadway)

UTILITY PROVIDER: City of Tallahassee Utilities

APPROVAL BODY: County Administrator or designee

PROJECT SUMMARY: The application proposes development of a 4,507 square foot residential model home display center. The parcel is 1.11 acres is located inside the Urban Service Area (USA) and zoned General Commercial (C-2) zoning district. The parcel has an Urban Residential 2 (UR-2) future land use designation on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan. The property is lots 2-6 of the Thomas Park Recorded Subdivision (Plat Book 4, Page 5). The development is proposing access from Capital Circle South East (CCSE) to avoid impacts to the frontage along Old St. Augustine Road, a designated a Canopy Road. The Permitted Use Verification (VC160119) was issued as 'Conditional' on November 2, 2016.

DEVELOPMENT SERVICES STAFF REVIEW:

Article VII. Subdivision and Site and Development Plan Regulations:

Site and Development Plan Criteria, Article VII, Section 10-7.407:

The Leon County Land Development Code requires that a site and development plan comply with three general standards those include:

1. Whether the applicable zoning standards and requirements have been met.
2. Whether the applicable provisions of the Environmental Management Act have been met.
3. Whether the requirements of Chapter 10 and other applicable regulations or ordinances which impose specific requirements on site and development plans and development have been met.

Division 1. Subdivision and Site and Development Plan Regulations

Compliance and Consistency with Comprehensive Plan (Sec. 10-7.108 and Sec. 10-7.109)

- (a) All proposed subdivisions or development shall be designed to be consistent with the adopted Comprehensive Plan, as amended.
- (b) All proposed subdivisions or development shall be designed to comply with at least the county zoning, building regulations, concurrency, and environmental management ordinances, and such other applicable land development regulations, ordinances, and policies, for the area in which the proposed subdivisions or development shall be located.
- (c) In accordance with this article and other applicable requirements of the local Comprehensive Plan and county ordinances, land, proposed subdivision or site and development plans shall be suitable for the characteristics of the underlying land. Sites where topographic features, flooding potential, drainage, soil type or other site specific features are likely to harm neighboring landowners, future users of the subject property, natural resources or public infrastructure demand, shall not be developed and/or subdivided, unless adequate methods of mitigation or correction of the harm area formulated by the developer and accepted by the county.
- (d) Any applicant subdividing land shall record an approved final plat in accordance with the requirements of this chapter.
- (e) The adequacy of necessary public or private facilities and services for traffic and pedestrian access and circulation, solid waste, waste water disposal, potable water supply, storm water management, parks and recreation and similar public facilities and services, shall be considered in the review of all subdivision or development site and development plan proposals to assure the concurrency requirements of the local Comprehensive Plan and county ordinances are met.
- (f) Unless installation of a required improvement is waived pursuant to Division 6, no final plat or certified survey shall be recorded until a site and development plan, as required by this article, has been approved, the required infrastructure or development improvements which are applicable to the subject parcel or parcels are completed or an appropriate surety instrument, as approved in advance by the County Attorney, is posted, in accordance with the requirements of this article, and the terms and conditions of any applicable development order have been fulfilled.
- (g) No parcel shall be approved for platting for any purpose unless it is suitable for a use permitted by Article VI. No parcel shall be approved for development unless it is consistent with the local

Comprehensive Plan and contains an adequate development site, both in size for the use intended and in its relationship to abutting land uses.

DEVELOPMENT SERVICES STAFF FINDINGS:

COMPREHENSIVE PLAN

The subject site is located within an area designated Urban Residential 2 (Policy 2.2.24) on the Future Land Use Map of the City of Tallahassee-Leon County Comprehensive Plan. The Urban Residential 2 may serve as a transition category between lower density residential categories and more intensive development such as higher density residential and/or office land uses.

Finding #1: A Comprehensive Plan consistency determination shall be obtained from the Tallahassee-Leon County Planning Department.

ARTICLE III. CONCURRENCY

According to Section 10-3.105(a) of the LDC, no final development order can be issued until such time it is determined that there is sufficient available capacity of concurrency facilities to meet level of service standards for the existing population, vested development, and for the proposed development. All proposed development (except vested development) shall undergo a concurrency review. In the event the proposed development trips deficient segments of a roadway facility, for example, that applicant has the option of entering into a proportionate fair share agreement to mitigate associated impacts. Additional information on mitigation of impacts and the criteria established for mitigation is set forth in the Concurrency Policies and Procedures Manual.

Finding #2: An Application for Concurrency Review was submitted (LCM160028) and has been determined to require mitigation (Attachment #1). Please contact Ryan Guffey, AICP, Concurrency Manager at 606-1386 with any questions related to concurrency management.

ARTICLE IV. ENVIRONMENTAL MANAGEMENT

The application must comply with the regulations and standards set out in the following sections of Article IV: [Topographic alterations (Section 10-4.327); Stormwater management facilities (Section 10-4.301); Protected Trees (Section 10-4.362); Tree Protection Requirements (Section 10-4.363); Pre-Development Reviews (Section 10-4.202); Natural Area Requirements (Section 10-4.345)].

Finding #3: A Natural Features Inventory (LEA160045) was approved with conditions on November 2, 2016. An Environmental Management Permit (EMP) (LEM1600062) has been filed and is currently under review. The EMP and Type "A" site plan under the FDPA Track are reviewed and approved concurrently.

Please refer to comments from the Environmental Services Division (Attachment #2) as they relate to the sections above and any other provisions set forth in Article IV of the Land Development Code.

General Commercial (C-2) Zoning District (Section 10-6.647, Land Development Code)

The C-2 zoning district is intended to be located in areas with direct access to major collectors and arterial roadways. This district shall apply to areas located within convenient traveling distance to several neighborhoods, wherein small groups of retail commercial, professional, office, community and recreational facilities, and convenience commercial activities are permitted in order to provide good and services.

Development Standards	Required	Provided
Front/Corner yard setback	25 feet	16 feet; deviation requested

Side interior yard setback (adjacent to Vanishing Point Ln)	15 feet	10 feet indicated; please revise to meet side setback requirements
Rear yard setback	10 feet	15 feet
Maximum Building Size	12,500 SF/acre	4,060 SF/acre (4,507 sq. ft. total)
Maximum Building Height	3 stories	2 stories; please provide maximum height in feet as well.

Finding #4: *It appears that the side interior and rear setback lines have been flipped; please revise. Also, please provide in the Site Data table on the Geometry Plan sheet the maximum height of buildings in feet as the Canopy Road Overlay Zone requires additional setbacks for buildings over 40 feet in height.*

Finding #5: *As noted above, a deviation request was submitted to reduce the front setback from 25 feet to 16 feet. The setbacks for the 2 story display center have not been annotated on the site plan; therefore, it is unclear whether the deviation request submitted will satisfy the setback needs of the display center. Please refer to the markups on the deviation request for modifications. Deviations from development standards for Type "A" applications are reviewed and approved by the County Administrator or designee at the time of site plan approval.*

Finding #6: *The property, Lots 2-6 of the Thomas Park Recorded Subdivision, has been unified under one tax identification number; however, the lots also need to be unified as one building site. The applicant will need to record a Unity of Title prior to site plan approval.*

Canopy Roads Overlay District (Section 10-6.707)

The purpose and intent of the canopy roads overlay district is to ensure the preservation and protection of the canopy road trees on the designated canopy roads outlined in this section, including Old St. Augustine Road from its intersection with East Lafayette Street to W.W. Kelley Road. The canopy road overlay includes all lands within 100 feet from the centerlines of the roadways. The site shall not have direct access to the canopy road if it is accessible by other roads. The development is proposing driveway access from CCSE.

Finding #6: *The application illustrates the location of the Canopy Road Protection Zone on the plan set. A determination was made that the canopy road protection zone shall apply to the area to the east of the intersection of where the right-of-way of CCSE meets the right-of-way of Old St. Augustine Road. Tallahassee-Leon County Planning Department staff provided a status report to the Canopy Road Citizen's Committee (CRCC) on November 16, 2016. The CRCC added a condition that all dripline areas, even those hanging outside the Canopy Road Protection Zone, are to be fenced off and a tree protection barricades are to be provided.*

This area will need to be included within a dedicated conservation area and shall annotate that clearing, access, disturbance or construction within the Canopy Road Protection Zone is prohibited. Additionally, a note shall be placed on the site plan regarding the rationale behind the area determined to be a part of the Canopy Road Protection Zone and that this area was approved by the Tallahassee-Leon County Planning Department and a status update was provided to the Canopy Roads Citizen's Committee on November 16, 2016 date. Please also note the conditions outlined by the CRCC as outlined above. These notes shall be placed on the Geometry Plan sheet as well as the Landscape Plan sheet

Please refer to any additional comments or findings from the Environmental Services Division (Attachment #2).

General Layout and Design Standards (Section 10-7.502)

The proposed site plan shall comply with the general layout and design standards of this section. These design standards pertain to streets, driveways, lots and lot designs, stormwater management areas, pedestrian and bikeways and facilities, proposed utility locations including easements, public/private street designations, utility systems and protection of natural features.

Finding #7: All improvements within the CCSE right-of-way will require conceptual approval from FDOT prior to site plan approval.

General Principles of Design Relating to Impacts on Nearby Owners (Section 10-7.505)

Developments shall be designed to be as compatible as practical with nearby residences and characteristics of the land. The standards included in this section identify design approaches that can be incorporated to facilitate compatibility.

Finding #8: The site plan narrative states that solid waste and recycling will be handled with commercial sized roll out containers and that a decorative enclosure will be provided to hide the containers. The geometry plan shows the concrete pads to accommodate the containers but does not specify or depict the type of screening to be provided. Please provide these details on the site plan.

Finding #9: Please provide details regarding the location of light poles and include details regarding the style, type and height to demonstrate compatibility with surrounding residential properties. The preferred fixture type is one that is downward-directed and fully-shielded.

Buffer Zone Standards (Section 10-7.522).

A buffer zone is a landscaped strip along parcel boundaries that serve a buffering and screening function between uses and zoning districts, provides an attractive boundary of the parcel or use. The width and degree of vegetation required depends on the nature of the adjoining uses. The buffer matrix in this section of the code is utilized to determine the type of buffer. A buffer fence shall be required in addition to minimum landscaping standards, when residential uses are adjacent to existing non-residential uses.

Finding #10: A Type "B" buffer is required adjacent to all residential uses, in addition to a buffer fence. The applicant has provided a 30-foot Type "D" buffer and fencing to the south side of the parcel with the buffer fence being off-set 10 feet from the property line to provide landscaping on the least intensive side of the development. Only an 8 foot opaque wooden fence has been provided on the east side of the parcel, which is also adjacent to residential. The applicant is requesting a deviation to development standards from this buffer requirement and has provided written support from the adjoining property owner as part of the deviation request. Deviations from development standards are reviewed and approved by the County Administrator or designee at the time of site plan approval.

The site plan does not clearly delineate the limits of the buffer on the south side of the property. Please shade this area on the Geometry Plan sheet for clarity.

Public Water Supply, Sanitary Sewer and Electrical Services (Sections 10-7.523 - 10-7.526).

The proposal is located within the City of Tallahassee utility area. The site plan indicates that electrical utilities will be underground and that design will be provided by the City of Tallahassee.

Finding #11: The applicant shall obtain approval of the proposed utility service plan from the City of Tallahassee. A copy of the approval must be on file with Development Services prior to site and

development plan approval. Please refer to comments from City of Tallahassee Water Resources Engineering Division (Attachment #3).

Fire Protection Facilities (Section 10-527).

All development within the USA shall be required to provide fire protections by means of hydrant placement and fire flow in accordance with the requirements and specifications of the City of Tallahassee.

Finding #12: The applicant shall obtain approval of the proposed fire protection facilities from the City of Tallahassee Fire Department prior to site plan approval. Please refer to Attachment #4.

General requirements for sidewalks with new development (Sections 10-7.529).

New development within the urban services area (USA) should be designed and constructed to implement a pedestrian mobility system that facilitates access to residential development, business establishments, community facilities and other non-residential land uses, and, provides safe and convenient linkage between developments and between the public and private street system.

Finding #13: Sidewalks currently exist along CCSE for the length of the subject property and extends east along Old St. Augustine Road for a portion of the property. Sidewalks will be required for the remaining portion of property abutting Old St. Augustine Road. The applicant noted on the site plan that a fee-in-lieu of sidewalk construction for the remainder of the length of the subject property is being proposed. The applicant shall submit a formal request with sufficient documentation to the Development Review Committee (DRC), which shall approve the request if it finds that one or more of the criteria in Section 10-7.529.5(a-f) have been met.

Please refer to any additional comments from Public Works (Attachment #5).

Number of Off-Street Parking Spaces (Section 10-7.545) – Includes Schedule 6-2.

The number of off-street parking spaces required is 1 space / 350 square feet of gross floor area. The number of off-street parking spaces required for the proposed use is 12 regular parking spaces, one (1) accessible parking space and two (2) bicycle parking spaces. In the C-2 zoning district, parking may be provided between 75%-100% of the standard.

Finding #14: The applicant proposes 11 regular parking spaces, one (1) accessible parking space and two (2) bicycle parking spaces which meets the range of parking allowed for the C-2 zoning district. Please place a note on the site data table that outlines the required number of parking spaces and the range of parking (75% - 100%) allowed for this district.

Please refer to any additional comments from Public Works (Attachment #5).

Aquifer Protection (Article X, Div. 1)

This article is intended to protect and maintain the quality and quantity of groundwater in the county by providing criteria for regulating the use, handling, production, storage and disposal of regulated substances.

Finding #15: The Aquifer Protection Division has provided clearance for the property (see Attachment #6).

ARTICLE X: ON-SITE SIGNS

Finding #16: The site plan does not indicate a location for any proposed ground sign. Staff recommends a monument ground sign in this location. Please annotate the location and type of sign on the site plan and note that all on-site signs shall comply with Article IX of the Leon County Land Development Code and that a sign permit application shall be required prior to installation.

ARTICLE XI. UNIFORM STREET NAMING AND PROPERTY NUMBERING SYSTEM

This article is intended to provide for the assignment and approval of street names, subdivision names, and for providing for a uniform numbering system for the assignment of address numbers to properties in the interest of public health, safety and welfare.

Finding #17: Please refer to the attached memorandum from the Addressing Program Coordinator (Attachment #7).

Type "A" Review (Section 10-7.403).

According to Section 10-7.402 of the LDC, the application qualifies for review as a Type "A" site and development plan. The applicant has chosen the Final Design Plan Approval (FDPA) Tract. A determination of completeness shall be made within 14 calendar days after receipt and shall specify any additional information and level of detail required in order to meet the requirements of this section.

Finding #18: A continuance ARM is recommended and a future meeting date shall be set at the meeting for the public record.

Technical Site Plan Deficiencies [Section 10-7.402(8)(b)2].

Finding #19: Please make the requested revisions outlined in Findings #1-17 above and in the attached memorandums from other reviewing agency staff.

Finding #20: Please place a signature block on the site plan cover sheet.

RESPONSES FROM ARM MAILOUT NOTIFICATION:

The application was advertised in the Tallahassee Democrat on Wednesday, November 16, 2016. Additionally, a total of 74 notices were distributed through regular mail to property owners within 600 feet and neighborhood and business associations (registered with County) within one mile of the proposal site. As of November 30, 2016 at 12:00 PM, three (3) notices were returned as 'undeliverable'. Staff received a voice mail from Mr. Jeff Sheffield who owns the property to the south of the proposed development; however, staff left several messages for Mr. Sheffield and never had an opportunity to speak with him directly.

ATTACHMENTS:

1. Letter from Leon County Concurrency Management
2. Memorandum from the Environmental Services Division
3. Memorandum from City of Tallahassee Utilities, Water Resources Department
4. Memorandum from the City of Tallahassee Fire Department
5. Memorandum from Leon County Public Works Department
6. Memorandum from the Aquifer Protection Division
7. Memorandum from the Leon County Addressing Unit, Development Services Division



Leon County

Board of County Commissioners

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

Attachment #1
Page 8 of 17
Development Support and Environmental
Management Department
Development Services Division
435 North Macomb Street, 2nd Floor
Tallahassee, Florida 32301
(850) 606-1300

Commissioners

JOHN DAILEY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

November 28, 2016

Mr. Edward N. Bass, III
Moore Bass Consulting, Inc.
805 North Gadsden Street
Tallahassee, Florida 32303

RE: Jubilee Home Sales
PID # 31-04-70-000-0021
LCM # 160028

Dear Mr. Bass:

The Leon County Department of Development Support and Environmental Management reviewed the Application for Concurrency Determination for the proposed Jubilee Home Sales project on the Southeast corner of Old St. Augustine Road and Capital Circle Southeast. The following segments are in the City's Concurrency Management System (CMS) and require mitigation:

Segment # 22900 Capital Circle Southeast from Old St. Augustine to Apalachee Parkway
Segment # 23000 Capital Circle Southeast from Midyette to Old St. Augustine Road

These segments lie within the Immediate Traffic Impact Network (ITIN). The proposed project will generate 6 PM Peak Hour trips on each of the aforementioned segments. A preliminary estimate for mitigating these segments is \$72,764.

The applicant has the following options available: (1) delay the project, (2) enter into a concurrency agreement and pay the appropriate mitigation fee, (3) phase the project to reduce the impact, or (4) reduce the scope of the project. If the applicant wishes to enter into a concurrency agreement, he or she must file a 'Notice of Intent to Negotiate a Concurrency Agreement.'

If you have any further questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Ryan Guffey AICP CTP".

Ryan Guffey, AICP CTP

C: Project Dox

Board of County Commissioners

Interoffice-Memorandum

DATE: November 29, 2016

TO: Shawna Martin, Development Services

FROM: Amelia Bryant, P.E., Sr. Environmental Engineer, Environmental Services

SUBJECT: Jubilee Sales Center
Project ID: LSP16-0037; Type A -- FDPA Track
Parcel ID No.: 31-04-70-000-0021

Environmental Services has reviewed the submitted Site Plan (LSP16-0037) and Environmental Management Permit (LEM16-00062) for the Jubilee Sales Center. The following are the Environmental Services Division findings and recommendations:

1. The applicant shall call out the install of detectable warning mats on the proposed curb ramps on sheet 3.0.
2. The applicant shall call out a 6' minimum spacing between the cross walk stripes per FDOT on sheet 3.0.
3. The applicant shall call out the stop bar set back from the EOP per the required spacing on sheet 3.0.
4. The minimum turnout width for an urban (curb and gutter) section is 24' per FDOT Standard Index 515. It appears the proposed width maybe around 20-22'. The applicant shall revisit and call out the desired turnout width to be constructed.
5. FDOT does not make a MES for 6" pipe. The applicant shall revise MES call out on sheet 4.0 to remove the FDOT reference.
6. The applicant shall dimension/label SWMF inside radii and dimension/label SWMF lengths on sheet 6.0.
7. The applicant shall consider the location where the emergency overflow weir discharges, the proposed weir discharges directly towards the home on the adjacent parcel. The applicant shall show the footprint of the homes on parcels 3104204470000 and 3109200040000.
8. An FDOT Driveway Connection Permit will be required.
9. Please note that the area within the canopy road protection zone shall be placed in a conservation easement.

In addition, we have identified the following items that are not required for site plan approval, but will need to be addressed prior to approval of the Environmental Management Permit (EMP):

10. The property appraiser website shows two owners, John R Wise and Roland R Long Jr. The applicant shall provide an owner's affidavit from/including both owners.
11. The applicant shall revise the Drainage Basin to Woodville Recharge on the EMP application form. The applicant shall revise the watershed to Wild Dog Closed Basin on the EMP application form.
12. It appears there are many trees in the SWMF area that are not shown on sheet 2.1. These should be shown as removed with an 'X'.

September 13, 2016
Page 2

13. The infiltration rate used in the continuous analysis (assumed as 0.125 ft/day that includes a safety factor of 2) will need to reflect the actual infiltration rate as determined by the Geotechnical Engineer, once this information is received.
14. The percolation link input variables in ICPR will need to be updated with the information provided in the geotechnical report and subsequently re-run to demonstrate the SWMF is in compliance.
15. The applicant shall provide the Geotechnical Report, include as part of the stormwater report and documentation.
16. The applicant shall provide calculations demonstrating the drainage conveyance system is sized and placed adequately.

Environmental Services issued a First Notice of Application Deficiency letter for the submitted EMP application on November 28, 2016. Environmental Services recommends site plan approval with a condition that all the above items are addressed and approved by the department.

F:\Permits\EMP\LEM1600062_Jubilee_Homes\Env ARM Staff Report_LEM1600062.docx



MEMORANDUM

TO: Shawna Martin, Planner, Leon County
FROM: Bruce Kessler, Water Resources Engineering
On behalf of Justin Hosey, P.E.
Development Review Manager
DATE: November 30, 2016
SUBJECT: Jubilee Home Sales Center (LSP160037) (31-04-70-000-0021)

I. Project Description:

The project proposes development of a 4,507 square foot residential home sales center that includes a single story model home/sales office and a two-story office and display center. The parcel is 1.11 acres and is located within the General Commercial (C-2) zoning district. The project will be reviewed through the Type "A" Final Design Plan Approval (FDPA) Track.

II. Standards of Review:

- 1) Water Resources Engineering reviews utility concept plans for compliance with, the Water and Sewer Agreement, The City of Tallahassee Design Specifications for Water and Sewer, Florida Department of Environmental Protection (FDEP) F.A.C. Section 62-555, The American Water Works Associations Manual of Practice "M31", FDEP F.A.C. Section 62-604, and FDEP MOP 9, as well as sound engineering practice.

III. Findings of Fact:

- 1) Water and sewer are available to the site.
- 2) Connection to water and sewer is required.

IV. Condition of Approval:

- 1) Water Resources Engineering reviewed the "Water and Sewer Service Plan" and has no issues. We are currently waiting for the engineer to provide 3 copies to our office for approval.

Water Resources Engineering Contact Information

Justin Hosey, P.E.
justin.hosey@talgov.com

891-6182

Bruce Kessler
bruce.kessler@talgov.com
891-6105

Mailing Address:

300 S. Adams St. B-26
Tallahassee, Fl. 32301

Office Location

408 N. Adams St. 3rd Floor
Tallahassee, Fl. 32301



TALLAHASSEE FIRE DEPARTMENT SITE PLAN REQUIREMENTS

Project Name: Jubilee Homes Sales Center
Parcel ID #: 31-04-70-000-002-1
LSP 160037
AGENT: Moore Bass, Inc
PLANNER: Shawna Martin
MEETING DATE: November 30, 2016

The Required width of a fire department access road shall not be obstructed in any manner, including the parking of vehicles. *NFPA 1, 18.2.4.1.1, Fifth Edition of the Florida Fire Prevention Code*).

Prior to construction of buildings or facilities, an approved water supply, capable of providing the required fire flow for fire protection shall be established where hydrants are first installed or that the development is served by existing functioning hydrants located within 500 feet from the furthest building corner as the fire truck would drive. *NFPA 1, 18.3.1, Fifth Edition of the Florida Fire Prevention Code*.

Listed below are the Tallahassee Fire Department's requirements concerning the above proposed development. The agent or owner prior to approval shall address the items listed below.

1. Must meet NFF (needed fire flow) as determined by AWWA Manual M31, using NFPA 1 Method. Please provide needed fire flow calculations to the Tallahassee Fire Department representative and to Water Utilities Engineering and Inspections at this time. Please use the Required Fire Flow Information form (NFPA 1, 18.4.1.1, Fifth Edition of the Florida Fire Prevention Code) to provide fire flow calculations. The Fire Flow form is located on the Growth Management Department page within the City of Tallahassee's web page (www.talgov.com) in the "Applications and Forms" section. If hydrants are existing the following is required. After the NFF is determined, the existing fire hydrant(s) shall be flowed to determine its GPM. If the GPM meets or exceeds the NFF, no additional hydrants are required. If it does not meet the NFF, additional hydrant(s) are required.
2. If unsupervised and isolated above ground fuel storage tanks are to be located on the property during construction, City of Tallahassee Plans Review staff must be contacted prior to tank installation. *NFPA 1, 66.21.7.2.1 and 66.21.7.2.2, Fifth Edition of the Florida Fire Prevention Code*

Attachment # 4
Page 2 of 2

Gary Donaldson
Tallahassee Fire Department
435 N. Macomb St. – 1st Floor
Tallahassee FL 32301
(850)891-7179
Gary.Donaldson@talgov.com

Board of County Commissioners
Interoffice-Memorandum

Date: November 28, 2016

To: Shawna Martin, Senior Planner

From: Kimberly A. Wood, P.E., Chief of Engineering Coordination

Subject: Jubilee Homes Sales Center Type A Review - LSP160037

The information submitted has been reviewed and Public Works recommends approval with the following conditions;

1. Note any and all improvements in the Capital Circle right of way will require conceptual approval from FDOT prior to siteplan approval.
2. Note in order to pay a fee-in-lieu for the required sidewalk installation on Old St. Augustine Road the applicant must demonstrate that it meets one of the criteria in LDR 10-7.529 and submit a written request for approval by the DRC. If the fee-in-lieu is approved by the DRC the fee will be based on a 5 foot sidewalk at \$12.50/sf, per Leon County Resolution No. 13-57.

Regarding the requested deviations to the buffer standards and building set back by the applicant, Public Works has no objection to either request.

Aquifer Protection Site Review Clearance Form

City of Tallahassee
Your Own Utilities™



Site Information Site Name: **JUBILEE HOMES SALES CENTER**

Team: Aquifer Protection

Location: CCSE & Old st. Augustine RD.

Tax ID: 31-04-70-000-0021

Status: PRE-SUBMITTAL

Agenda Date:

Date of Site Visit: Wednesday, November 09, 2016

Inspected by: Cory Seay

Important: It is the permittee's responsibility to provide the documentation indicated in the checked sections below. Aquifer Protection Clearance will be issued only after the required documentation is provided to: Aquifer Protection Section, 3805 Springhill Road, Tallahassee, FL, 32305-6502; Phone (850)891-1200; Fax (850)891-1062. If additional wells, borings, or Regulated Substances not described below are discovered by the permittee during site clearing or other permitted activities, the permittee shall comply with the appropriate provisions in Leon County Land Development Code Article XIV and shall notify the Aquifer Protection Section of actions taken to comply with these provisions.

Aquifer Protection Items Found on Site And Action Required:

☐ Unused Well(s) Number Of Wells: 0

The unused well(s) must be properly abandoned by a licensed well contractor following Northwest Florida Water Management District guidelines ((850)539-5999). The NFWFMD inspection report will be required as proof of proper abandonment. [Authority -- Leon County Code Section 10-1957(a)(1) and Chapter 40A-3.531(1), (2)(b), (4), and (5), Florida Administrative Code.]

☐ Geotechnical Borings

The geotechnical borings must be properly abandoned. Borings less than 25 feet deep may be back-filled with the original or other clean soil. Borings deeper than 25 feet shall be grouted with neat cement from bottom to top. A signed statement from the geotechnical consultant that the borings have been properly abandoned will be considered adequate proof of action completion. [Authority -- Leon County Code Section 10-1957(b)]

☐ Regulated Substances/Waste

The on-site waste described above must be disposed of properly. On-site waste which could present a hazard to water resources if improperly handled (including solvents, paints, pesticides, waste oil, batteries, fluorescent lights or other mercury containing devices, etc.) must be removed from the site by either a Department of Environmental Protection-approved hazardous waste transporter, recycler, or in many cases may be transported by the permittee to the Leon County Hazardous Waste Center, located at the Leon County Landfill. If the Hazardous Waste Center is used, they must be contacted for approval and delivery scheduling (922-0400) prior to the contractor removing the waste from the site. Regardless of the approved method of disposal chosen the permittee must obtain receipts documenting the proper disposal of the waste. Copies of waste receipts will be required as proof that action was properly completed. [Authority -- Leon County Code Section 10-1959.]

☐ Other:

Aquifer Protection Clearance

This Clearance form will be signed by a member of the Aquifer Protection Section when all actions identified above have been completed. The final environmental inspection will not be conducted and the permit will not be issued until the Aquifer Protection Clearance is completed.

Aquifer Protection Clearance: Cory Seay

Date: 11/09/2016

LSP160037

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
Addressing Unit Memorandum

DATE: November 23, 2016
SUBJECT: LSP160037 – Jubilee Homes Sales Center
Addressing Staff Contact: Lisa Scott, Addressing Program Coordinator

Findings:

Both the office and sales center will be individually addressed off Capital Cir.



FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

Ron Levitt

Assistant Secretary of State

November 14, 1980

Honorable Paul F. Hartsfield
Clerk of Circuit Court
Leon County
Post Office Box 726
Tallahassee, FL 32302

Attention: Robert D. McRae, Deputy Clerk

Dear Mr. Hartsfield:

Pursuant to the provisions of Section 125.66, Florida Statutes,
this will acknowledge:

1. Receipt of your letter/s of November 14
and certified copy/ies of Leon
County Ordinance/s No./s 80-57, 80-58, 80-59, 80-60
and 80-61
2. Receipt of _____ County Ordinance/s
relative to:
(a) _____
which we have numbered _____
(b) _____
which we have numbered _____
3. We have filed ~~this~~/these Ordinance/s in this office
November 14, 1980.
4. The original/duplicate copy/ies showing the filing date
is/are being returned for your records.

Cordially,

Nancy Kavanaugh mb

(Mrs.) Nancy Kavanaugh
Chief, Bureau of Laws

NK/mb



FLORIDA DEPARTMENT OF STATE
George Firestone
Secretary of State
Ron Levitt
Assistant Secretary of State

November 14, 1980

Honorable Paul F. Hartsfield
Clerk of Circuit Court
Leon County
Post Office Box 726
Tallahassee, Florida 32302

Attention: Robert D. McRae, Deputy Clerk

Dear Mr. Hartsfield:

Pursuant to the provisions of Section 125.66, Florida Statutes,
this will acknowledge:

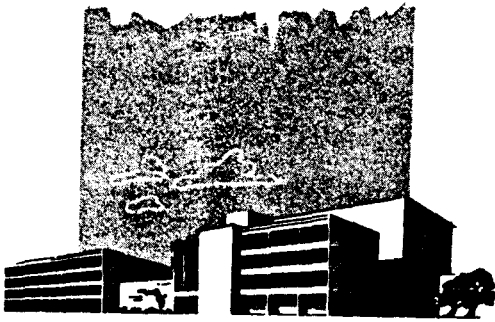
1. Receipt of your letter/s of November 14
and certified copy/ies of Leon
County Ordinance/s No./s 80-61
2. Receipt of _____ County Ordinance/s
relative to:
(a) _____
which we have numbered _____
(b) _____
which we have numbered _____
3. We have filed this/~~these~~ Ordinance/s in this office
November 14, 1980.
4. The original/duplicate copy/ies showing the filing date
is/are being returned for your records.

Cordially,

Nancy Kavanaugh mb

(Mrs.) Nancy Kavanaugh
Chief, Bureau of Laws

NK/ mb



Paul F. Hartsfield

CLERK OF THE CIRCUIT COURT — LEON COUNTY, FLORIDA

P. O. Box 726 • Tallahassee, Florida 32302

CLERK OF THE CIRCUIT COURT

Criminal Division
Juvenile Division
Probate Division
Civil Division

November 14, 1980

Mrs. Nancy Kavanaugh
Bureau Chief
Laws and Administrative Code
Secretary of State
The Capitol
Tallahassee, Florida 32304

Dear Mrs. Kavanaugh,

Pursuant to the provisions of Section 136.66, Florida Statutes, enclosed are true copies of Leon County Ordinance Numbers 80-57, 80-58, 80-59, 80-60 and 80-61 as adopted by the Board of County Commissioners at their regular meeting of August 30, 1980.

Sincerely,

Paul F. Hartsfield
Clerk of the Circuit Court

A handwritten signature in cursive script, reading "Robert D. McRae", is written over the typed name.

by: Robert D. McRae
Deputy Clerk

RDM/sv

Attachments - 5

CLERK OF THE COUNTY COURT

Misdemeanor Division
Traffic Division
Civil Division

CLERK TO BOARD OF COUNTY COMMISSIONERS
COUNTY AUDITOR
COUNTY RECORDER

RECEIVED

Our letter dated Nov. 14, 1980

1980 NOV 17 PM 2:18

received in your most likely on
11/17 should have read

80-57, 80-58, 80-59, 80-60 and 80-61

(added 80-61) (Correct letter attached.)

LEON COUNTY ORDINANCE NO. 80-60

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 70-4 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM AGRICULTURAL 2 TO COMMERCIAL 2 IN LEON COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Official Zoning Map as adopted in Section 3.2 of Leon County Ordinance No. 70-4 is hereby amended as it pertains to the following described property:

PROPERTY OF WARREN WISE:

Lots 2, 3, 4, 5, and 6 of Thomas Park Subdivision, as per plat thereof recorded in Plat Book 4, page 5, of the Public Records of Leon County, Florida, LESS right of way of State Roads S-261 and S-263.

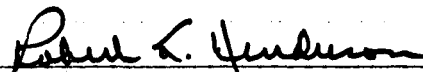
from Agricultural 2 to Commercial 2 and such property shall hereafter be designated as and included in such Commercial 2 district as described above.

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith be, and the same are, hereby repealed.

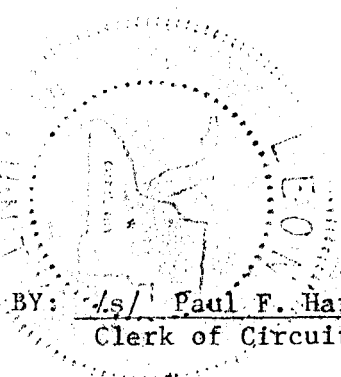
SECTION 3. This Ordinance shall become effective as provided by law.

SECTION 4. Approved by the Board of County Commissioners of Leon County, Florida, in regular meeting duly assembled this 4th day of November, A. D. 1980.

LEON COUNTY, FLORIDA





Robert K. Henderson, Chairman
Board of County Commissioners

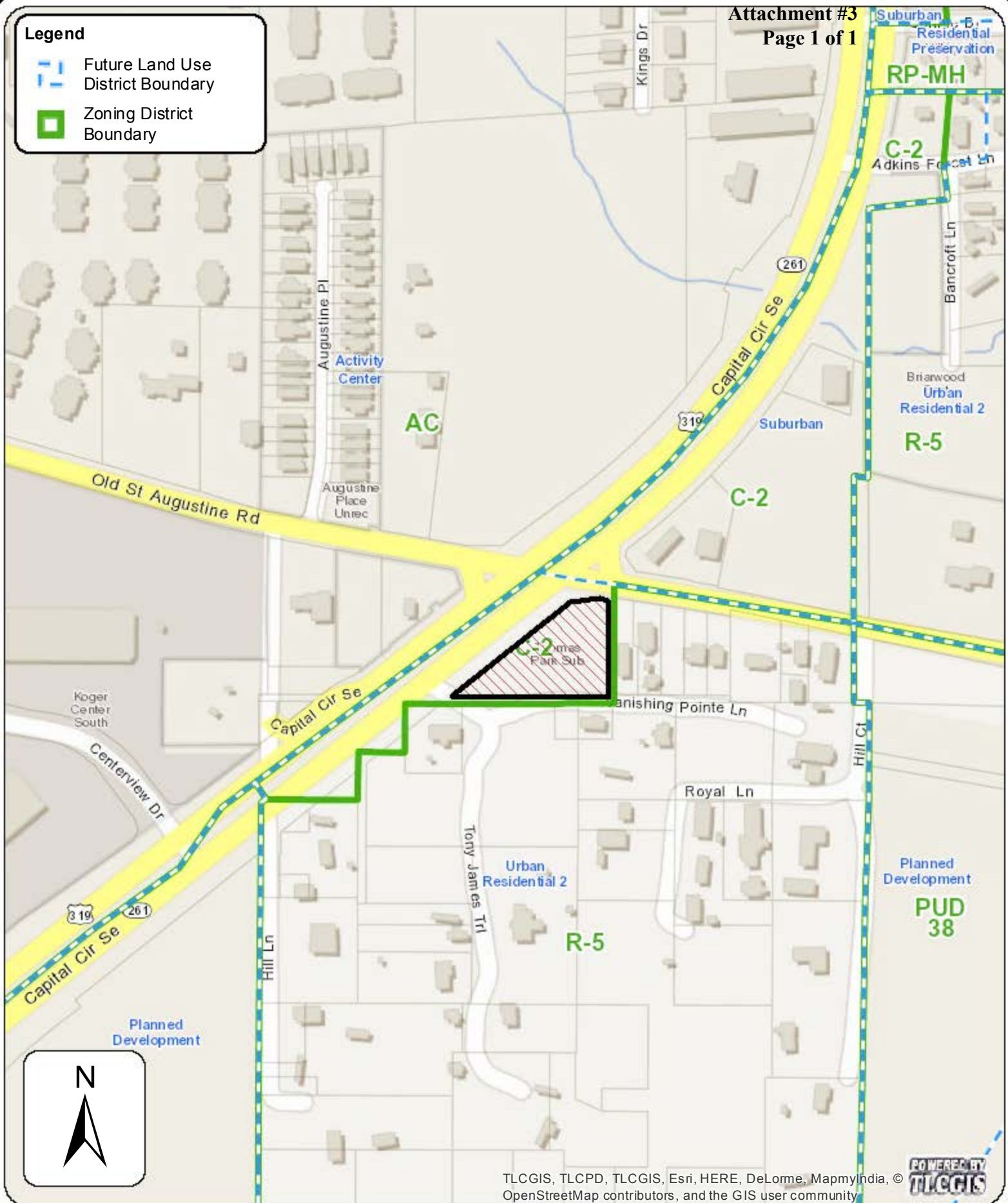


BY: /s/ Paul F. Hartsfield
Clerk of Circuit Court

BY: Sam Hurst
Sam Hurst, D. C.

Legend

-  Future Land Use District Boundary
-  Zoning District Boundary



TLCGIS, TLCPD, TLCGIS, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

POWERED BY
TLCGIS

Subject 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.

Scale:

Not To Scale

Date Drawn:

December 1, 2016

Tallahassee/Leon County GIS
Management Information Services

Leon County Courthouse
304 S. Monroe St, P3 Level
Tallahassee, FL 32301

850/606-5504
<http://www.tlccgis.org>



**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Affordable Housing Advisory Committee's 2017 Triennial Report of Recommendations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services & Community Partnerships
Lead Staff/ Project Team:	Lamarr Kemp, Director, Housing Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Affordable Housing Advisory Committee's 2017 Triennial Report of Recommendations (Attachment #1).

Report and Discussion

Background:

This item seeks Board acceptance of the Affordable Housing Advisory Committee's (AHAC) 2017 Triennial Report of Recommendations in accordance with Section 420.9076, Florida Statutes. In 2008, the Board adopted Ordinance No. 08-10 to establish the AHAC. Resolution No. R16-26 states the function of the AHAC: "Triennially, the AHAC shall review the established policies and procedures, ordinances, land development regulations and adopted local government comprehensive plan, and shall recommend specific actions or initiatives to encourage or facilitate affordable housing. The AHAC shall submit a written report of its findings to the Board." The AHAC is required to submit its report to the Board for this triennial cycle no later than December 31, 2016.

Analysis:

Florida Statute requires the AHAC to present recommendations that promote affordable housing to the Board every three years. The AHAC 2017 Triennial Report of Recommendations addresses the following:

- Affordable Housing Development Incentives
- State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan
- Housing Elements of the Comprehensive Plan
- Leon County's Housing Division Operations

Upon receipt, the Board has up to 90 days to accept or amend the recommendations. To assist the Board in the review of AHAC's recommendations, staff is preparing a fiscal analysis and feasibility review. In addition, Housing staff is also seeking input from other program areas that may be effected by these recommendations to determine the impact on the other program areas. Based on this review and analysis, staff will prepare recommendations for Board consideration early next calendar year.

After the Board's review and final approval, all related county policies, plans or ordinances would be amended to include the AHAC's recommendations. The final documents would then be submitted to the Florida Housing Finance Corporation, as required by Section 420.9076, Florida Statutes.

Additionally, during the October 27, 2016 Leon County-City of Tallahassee Joint Workshop on Affordable Housing, the Commissions established the Tallahassee-Leon County Affordable Housing Workgroup (Workgroup) and charged them to develop a plan for the redevelopment of a multi-family housing unit. The final Board approved AHAC recommendations, as may be amended, would be shared with the Workgroup to further assist them in developing that plan.

Options:

1. Accept the Affordable Housing Advisory Committee's 2017 Report of Recommendations.
2. Do not accept the Affordable Housing Advisory Committee's 2017 Report of Recommendations.
3. Board direction.

Recommendation:

Option # 1.

Attachment:

1. Affordable Housing Advisory Committee 2017 Report of Recommendations

Leon County

Affordable Housing Advisory Committee



2017 Report of Recommendations

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C. Recommended Changes to the SHIP – LHAP	
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iii. Revolving Loan Strategy	

Executive Summary

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

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

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

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

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

Appointment of the AHAC

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

AHAC Membership

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

AHAC Activity

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

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

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

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

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

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

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

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

AHAC Adoption of the 2017 Report of Recommendations and Implementation Plan

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

Plan for Implementation

The Leon County Board of County Commissioners will consider and/or adopt the AHAC 2017 recommendations at the February 7, 2017, Regular Commission meeting. The final AHAC 2017 Recommendation prepared from this BOCC Adoption, will have all county ordinances, policies, incentives, plans, and affordable housing strategies, where applicable, revised and amended as soon as feasible.

The AHAC's 2017 Report of Recommendations shall be submitted to the Florida Housing Finance Corporation no later than May 2, 2017.

AHAC 2017 List of Recommendation:

Housing Development Incentives	AHAC Recommendations
<i>(a) The processing of Approvals of development orders or permits, as defined in s. 163.3164(7) and (8), F.S., for affordable housing projects is expedited to a greater degree than other projects.</i>	A method of public education on the availability of the expedited process should be implemented
<i>(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.</i>	Waiver of permit fees and all utility systems charges and fees associated with affordable housing programs for three (3) years, running concurrent with SHIP-LHAP review cycle of 2020
<i>(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan</i>	Develop and adopt a policy to ensure that new development should not result in no net loss of affordable housing within the county.
Local Housing Assistance Plans: SHIP	AHAC Recommendations
<i>SHIP Housing Rehabilitation</i>	ADD HFA-LHAP Emergency Home Repair Strategy to SHIP-LHAP with revised septic pump-out allowing recurring pump-outs up to the cumulative maximum program award
<i>Develop a Developmental Disabilities Program</i>	Insertion of Special Needs Statutory language into all applicable SHIP-LHAP Strategies
<i>Develop Administrative Policies and Procedures in connection with the Real Estate Policy</i>	Convene a committee of real estate industry experts, and review other Counties' processes to develop a written checklist of required action and specific steps for successful disposal of county property in a timely manner, as it relates to the County List of Lands properties designated suitable for affordable housing.
<i>Affordable Housing Revolving Loan Program</i>	Create a new SHIP-LHAP Affordable Housing Revolving Loan Program Strategy modeled after the HFA-LHAP, to include zero interest rate.
<i>Develop a Permanent Supportive Housing Program for the Homeless</i>	Adopt proposed SHIP-LHAP Rental Assistance Strategy.
<i>Each application, when approved, will go to the Inspection/Feasibility Phase. Priority will be given to handicapped and/or elderly applicants whose dwellings are a danger to them. Projects will be taken from this file based on the following: 1. The assessment of the severity of the need; 2. Assessment of the physical needs of the applicant; 3. The assessment of the type of work needed, based on the request of the applicant.</i>	AHAC to develop and recommend a point system to assist with program client selection: AHAC Member and Subject Matter Expert (SME) Wanda Carter will prepare a draft point system recommendation for the next AHAC Meeting, January 11, 2017.

Comprehensive Plan-Leon County Housing Element	AHAC Recommendations
<p><i>Policy 1.1.1 The Housing Division shall develop and present to the Housing Finance Authority and the Board for adoption an annual affordable housing program plan which integrates housing with neighborhood, economic, and social factors. The plan will evaluate the preceding year's progress and establish annual housing unit delivery objectives. The Planning Department shall provide data relating to the supply, demand, and need for affordable housing to be used in developing the plan.</i></p>	<p>AHAC will assist the Leon County Housing Division with structure/policy recommendations to assure compliance with reporting requirement annually, by March 31st.</p>
Housing Division Operations	AHAC Recommendations
<p><i>After the completion of the contract, it is the owner's responsibility to notify the contractor in writing of any defect in the work or material. The owner is also requested to notify the Office of Human Services & Community Partnerships of any complaints so that assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time-frame and in a satisfactory manner, a representative of the division will verify the complaint. If, in his/her opinion the complaint is valid, he/she will send a written request for warranty service to the contractor via certified mail. The contractor will then take action as monitored by the division. Upon receiving notice from the owner that the complaint has been satisfied, a representative of the division will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program</i></p>	<p>AHAC Recommends Enhance Housing Rehabilitation Dispute Policy by adding Florida Statute Chapter 558 language/reference.</p>
<p><i>The County's Division of Housing Services Director may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.</i></p>	<p>AHAC Recommends that every Housing Rehabilitation Client be given a copy of the Leon County Citizen Participation Plan – provided at the intake application interview</p>
<p><i>Develop new Affordable Housing strategy to fund non-profit acquisition and renovation of affordable housing</i></p>	<p>AHAC to develop draft policy for creation of a Land Trust to hold property from the County List of Lands Suitable for Affordable Housing for retention and/or eventual use. Subject Matter Expert (SME) Wanda Carter will prepare a draft point system recommendation for the next AHAC Meeting, January 11, 2017.</p>

Special Needs Statutory Language:

Section 420.9075(5)(d) of the Florida Statutes

Each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in s. 420.0004, Florida Statutes. A local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to use them for persons with developmental disabilities as defined in s. 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

Persons with Special Needs defined in s.420.0004, Florida Statutes

An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition 420.0004(7) FL Statutes

A young adult formerly in foster care who is eligible for services under s. 409.1451(5);

A survivor of domestic violence as defined in s. 741.28; or

A person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

Developmental Disabilities defined in s.393.063 Florida Statutes

A disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Disabling Condition defined in s.420.0004(7), Florida Statutes

Disabling condition means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

- (a) Expected to be of long-continued and indefinite duration; and
- (b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

I Name of Strategy: *Emergency Housing Repair Strategy*

1 Summary of Strategy

The Emergency Housing Repair Strategy is funded by SHIP to provide an expedited approval process for temporary and short-term fixes to homes with conditions that threaten the health and safety of the inhabitants, or structural integrity of the home itself. This program acts as a bridge to the Housing Rehabilitation Strategy in the home repair areas of Roofing, Septic, Water/Well, and Air Conditioning (HVAC).

2. Fiscal Years Covered: 2017/18, 2018/19, 2019/20

3. Income Categories to be served:

Extremely Low and Very-Low and Low Income

4. Recipient Selection Criteria:

The County Housing Services Division will review applications received and verify all information provided by applicant to make sure the applicant meets the eligibility requirements. Individual homeowner recipients are selected based on compliance with all eligibility requirements of the SHIP program, and thereafter served on a first-come, first-qualified basis. The home owner must agree to attend the Division of Housing Services Home Maintenance Home Expo Workshop on the 3rd Saturday of March and 3rd Saturday of October each year.

Preference will be given to eligible applicants in the order of the selection criteria listed below:

1. Extremely Low and Very Low-Income

a. Elderly (age 62 and older), and/or persons who have special housing needs per 67-37.002 (21) f.a.c.

b. Households with minor children and/or persons who have special housing needs per 67-37.002 (21) f.a.c.

2. Low income:

a. Elderly (age 62 and older), and/or persons who have special housing needs per 67-37.002 (21) f.a.c.

b. Households with minor children and/or persons who have special housing needs per 67-37.002 (21) f.a.c.

3. If applications are received simultaneously, priority will be given to the family with the lowest income.

4. Special Needs. *Section 420.9075(5)(d) of the Florida Statutes*

Each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in s. 420.0004, Florida Statutes. A local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to use them for persons with developmental disabilities as defined in s. 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

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An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition 420.0004(7) FL Statutes

A young adult formerly in foster care who is eligible for services under s. 409.1451(5);

A survivor of domestic violence as defined in s. 741.28; or

A person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

Developmental Disabilities defined in s.393.063 Florida Statutes

A disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

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Disabling condition means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

(a)Expected to be of long-continued and indefinite duration; and

(b)Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

Additional Information:

Eligible units shall be either "stick-built" structures or modular/manufactured homes with the Department of Community Affairs insignia and comply with *Chapter 553, Florida Statutes*, or manufactured/mobile homes built after 1994. In any instance where a manufactured house (mobile home) is assisted with SHIP funds, the Owner must have retired the manufactured home (mobile home) title with the Tax Collector's Office by surrendering it to real estate. The title "is retired" and the manufactured home (mobile home) is inextricably bound to the land. The cost to perform title retirement shall be classified as closing costs. SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

Program Implementation Plan

An applicant shall apply to the Division of Housing Services for Housing Rehabilitation services. If a property inspection by the Housing Rehabilitation Specialist uncovers repair needs to the roof, septic, well/water, or HVAC that pose an immediate threat to the safety or health of the occupants, or to the structural integrity of the home, the Housing Rehabilitation Specialist will make a written recommendation and justification for implementation of the Emergency Housing Repair Strategy on behalf of the applicant.

Eligible activities are as follows:

Roofing: Supplying and installation of blue tarp:

Septic: Pump-out; septic pump-out allows recurring pump-outs up to the cumulative maximum program award.

Water/Well: long or short term operational repair. If repair infeasible, provide a 90-day supply of fresh, potable water.

HVAC: long or short term operational repair. If repair infeasible, provide up to three (3) window units, air conditioners or heaters, season/weather appropriate.

Maximum Award: \$1,650.00:

The assistance award is a grant; no lien is required.

Eligibility criteria for expedited approval process and documentation:

Residency: The applicant must be a Leon County resident or intending to live in Leon County.

Income Calculation: The household's income will be calculated by totaling all income received during the previous 30 days.

Income is defined as follows:

Earned income

Self-Employment

Other Income

Income Calculation Exceptions: Students: 18+ years old – request documentation proof.

Verification:

The applicant must provide documentation of any information required by the Division of Housing Services to determine eligibility. No third-party verification required. Verification of the information is the responsibility of the applicant, but some assistance may be provided by the Division of Housing Services. Failure of the applicant to provide the requested information will result in ineligibility for assistance.

N. Name of Strategy: *Housing Rental Assistance:*

a. Summary of the Strategy:

Funds will be awarded to renter households that are in need of assistance for: (1) security and utility deposit assistance; (2) eviction prevention not to exceed 6 months' rent; and/or (3) rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must include at least one adult who is a person with special needs as defined in S. 420.0004 or homeless as defined in S. 420.621.

b. Fiscal Years Covered: 2016/17, 2017/18, 2018/19

c. Income Categories to be served: extremely low, very low, and low-income.

d. A maximum total award: \$10,000.

e. Terms:

1. Loan/grant: Funds will be awarded as a grant.

2. Interest Rate: N/A

3. Term: N/A

4. Forgiveness/Repayment: N/A

5. Default/Recapture: N/A

f. Recipient Selection Criteria:

Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred by the local Continuum of Care Coordinated Entry system, and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly or may be referred by a special needs service provider.

f.1. Special Needs:

Section 420.9075(5)(d) of the Florida Statutes

Each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in s. 420.0004, Florida Statutes. A local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to use them for persons with developmental disabilities as defined in s. 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

Persons with Special Needs defined in s.420.0004, Florida Statutes

An adult person requiring independent living services in order to maintain housing or develop independent

living skills and who has a disabling condition 420.0004(7) FL Statutes

A young adult formerly in foster care who is eligible for services under s. 409.1451(5);

A survivor of domestic violence as defined in s. 741.28; or

A person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

Developmental Disabilities defined in s.393.063 Florida Statutes

A disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Disabling Condition defined in s.420.0004(7), Florida Statutes

Disabling condition means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

- (a) Expected to be of long-continued and indefinite duration; and
- (b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

Sub-Recipient Selection Criteria:

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

Preference will be given to eligible applicants in the order of the selection criteria listed below:

1. The lease must be at least twelve months in duration.
2. Extremely-Low and Very Low Income:

Individuals or families whose annual income does not exceed 50% of the area median income as determined by U.S. Department of Housing and Urban Development with adjustments for household size.

3. If applications are received simultaneously, priority will be given to the family with the lowest income.

O. Name of Strategy: *Affordable Housing Revolving Loan Strategy*

Summary of the Strategy: In order to preserve Leon County's Housing stock; to reduce Leon County's number of vacant, boarded-up and blighted properties; and to provide an additional resource for the provision of affordable housing. The program is designed to provide assistance to non-profit or for-profit sponsors for land acquisition, property acquisition, foreclosed property acquisition, and rehabilitation of vacant single family housing units for resale to an income eligible buyer.

Rehabilitation must be completed within six months and new construction within one year. Mobile Homes are eligible for rehabilitation and new construction. For mobile home rehabilitation, units are restricted to units manufactured in 1994 or later. To the maximum extent possible, all funded non-profits and for-profit entities shall encourage the incorporation of energy efficiency features, green building and design techniques to rehabilitation or new construction projects for sustainability and affordability.

a. **Fiscal Years Covered:** 2016/17, 2017/18, 2018/19

b. **Income Categories to Be Served:** Extremely-Low, Very-low, Low, and Moderate-Income.

c. **Maximum Award:** \$50,000.00.

d. **Terms, Recapture and Default:** Funds will be made available in the form of a below-market rate deferred payment loan (interest will be determined on a case by case basis, based on the originating source of the financing and the needs of the funded entity), secured by a note and mortgage. The loan shall be due and payable upon the sale of the unit. If the unit is not sold to an eligible household within program expenditure timelines, or the entity is retaining the unit as a rental, the borrowing entity shall be required to pay back the amount of the loan in full, with interest as specified in the entity's agreement.

e. **Recipient Selection Criteria:** Applications for assistance under this program will be reviewed and approved on a first-come, first-ready basis. The applicant must be able to obtain mortgage, construction, and or rehabilitation take-out financing.

f. **Sponsor Selection Criteria:** Applications for Sponsorship may be reviewed on an ongoing basis. Non-profit sponsors used to implement this program must have received a tax-exempt ruling from the Internal Revenue Service as a non-profit and must have in its mission statement, in its Articles of Incorporation, or in its bylaws that it is dedicated to the provision of this service. For-profit sponsors administering the program must have experience performing the activities. The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

1. The financial strength of the sponsor.
2. The ability of the sponsor to complete the projects by deadlines established in the agreement.
3. The capacity of the sponsor.
4. Willingness to contractually commit to SHIP Program requirements.
5. Agreement to select recipients on the basis of compliance with all eligible requirements imposed by the program, including Special Needs populations as referenced herein.

Special Needs: Section 420.9075(5)(d) of the Florida Statutes

Each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in s. 420.0004, Florida Statutes. A local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to use them for persons with developmental disabilities as defined in s. 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

Persons with Special Needs defined in s.420.0004, Florida Statutes

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A survivor of domestic violence as defined in s. 741.28; or

A person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

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Disabling condition means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

(a)Expected to be of long-continued and indefinite duration; and

(b)Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

6. Preference for Entities who acquire land and rehabilitate housing units located in targeted neighborhoods.

7. Preference for sponsors who employ personnel from the Welfare Transition program.

f. Additional information:

The written agreement, mortgage and note, and amendments thereof shall supersede generalized program parameters.

Leon County
Board of County Commissioners
Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

December 13, 2016

To: Honorable Chairman and Members of the Board

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

Title: Adoption of a Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A., and Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Housing Finance Authority Ordinance

County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Office of Human Services and Community Partnerships Lamarr Kemp, Director of Housing Services Dan Rigo, Assistant County Attorney

Fiscal Impact:

This item has a fiscal impact to the Housing Finance Authority (HFA). Funds for these services have been budgeted and adequate funding is available in the FY 2017 HFA budget.

Staff Recommendations:

- Option #1: Adopt the Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A. (Attachment #1).
- Option #2: Schedule the first and only Public Hearing for January 24, 2017, at 6:00 p.m. to consider the proposed Ordinance amending Chapter 2, Article III of the Code of Laws of Leon County, Florida, regarding Housing Finance Authority Administration.

Title: Adoption of a Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A., and Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Housing Finance Authority Ordinance

December 13, 2016

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Report and Discussion

Background:

This item requests the adoption of a Resolution (Attachment #1) approving an Agreement for Legal Services (Attachment #2) between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A. in accordance with Section 2-77, Code of Laws of Leon County, Florida. The item also requests that the Board schedule a public hearing to consider amendments to the County Ordinance regarding the Housing Finance Authority.

The Leon County Housing Finance Authority ("HFA"), established by the Board pursuant to Chapter 159, Part IV, Florida Statutes, encourages investment by private enterprise and stimulates construction and rehabilitation of affordable housing through the use of public financing. This includes financing for owner-occupied single-family and multi-family housing units (townhouses and condominiums) and the sale of taxable bonds, once approved by the Board. The HFA is statutorily authorized to employ such agents and employees as it requires, including its own legal counsel.

The HFA has historically relied upon the legal services of the County Attorney's Office provided through requests and contact with the County's Division of Housing staff. Since September 2015, a representative from the County Attorney's Office has regularly attended the HFA meetings primarily to provide legal support with regard to the County's sale of its affordable housing surplus properties in cooperation with the HFA. However, notwithstanding the County Attorney's involvement with HFA activities through Housing staff, the County Attorney, pursuant to past Board direction, does not act as legal counsel to the HFA. The Board most recently considered the County Attorney's involvement with the activities of the HFA and the Board's other authorities and agencies in June 1997 (Attachment #3). With regard to the HFA's public financing activities, it continues to be represented by Bryant, Miller and Olive as its bond counsel.

Analysis:

In an effort to better move forward with its programs and activities, the HFA solicited a Request for Proposals (RFP) for legal counsel, which was prepared and processed through the County's Purchasing Division in accordance with the County's Purchasing Policy. Two responses were submitted and a selection committee made up of two HFA members, two County Housing staff and an Assistant County Attorney ranked Knowles & Randolph, P.A. (Knowles & Randolph) as the higher of the two. The HFA subsequently accepted the selection committee's recommendation and directed the Chairman of its Finance Committee to lead the negotiations with Knowles & Randolph to reach a recommended Agreement for Legal Services. The HFA at its regular board meeting on November 10, 2016, accepted the recommended Agreement as negotiated and directed that it be submitted to the Board of County Commissioners for approval.

The form of the Agreement is substantially similar to the County's standard agreement for professional services. It provides for a Term of five years with two one-year extensions at the

Title: Adoption of a Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A., and Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Housing Finance Authority Ordinance

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HFA's option. It also provides an Early Termination Option under which either party may reduce the length of the initial Term by terminating the Agreement at the end of any of the one-year periods of the Term. In addition, the Agreement contains the standard termination provision by which the HFA can terminate the Agreement without cause by giving Knowles & Randolph a 30-day written notice of termination.

Knowles & Randolph is compensated for its services with an hourly rate based on a sliding scale ranging from \$150 (for attendance at HFA meetings) to \$350 (for litigation matters), with all other services compensated at \$250 per hour. In addition, Knowles & Randolph will be compensated for representing the HFA as issuer in any bond financing matter as a separate cost to be determined as part of the bond financing package. The HFA generated revenue will be the sole source of funding for the contract with Knowles & Randolph and will not require any County funding.

Section 2-77, Code of Laws of Leon County, Florida, requires Board approval of HFA contracts by resolution before they can take effect. Therefore, County recommends the Board adopt the resolution approving the agreement for Legal Services between the HFA and Knowles & Randolph.

As previously mentioned, this item additionally requests that the Board schedule a public hearing to consider amendments to the section of the County Ordinance regarding the HFA. Over the past year the HFA and County staff have identified changes to the ordinance that would be consistent with Florida Statutes and allow for greater efficiencies and streamline the operation of the HFA. These changes would specifically address the contract and budget approval process for the HFA to enhance its efforts to support affordable housing projects. Further details of the proposed changes would be provided in the January 24, 2017 public hearing agenda item.

Options:

1. Adopt the Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A. (Attachment #1).
2. Approve scheduling the First and Only Public Hearing to consider Proposed Amendments to the HFA Ordinance for January 24, 2017 at 6:00 p.m.
3. Do not adopt the Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A.
4. Do not approve scheduling the First and Only Public Hearing to consider Proposed Amendments to the HFA Ordinance for January 24, 2017 at 6:00 p.m.
5. Board direction.

Recommendations:

Options #1 and #2

Title: Adoption of a Resolution Approving the Agreement for Legal Services between the Housing Finance Authority of Leon County and Knowles & Randolph, P.A., and Request to Schedule the First and Only Public Hearing to Consider Proposed Amendments to the Housing Finance Authority Ordinance

December 13, 2016

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Attachments:

1. Resolution approving the Agreement for Legal Services by the Housing Finance Authority of Leon County.
2. Agreement for Legal Services.
3. June 10, 1997 Board of County Commissioners agenda request and minutes regarding the use of County Attorney's Office for Authorities and Agencies.

RESOLUTION NO. R16-_____

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF LEON COUNTY, FLORIDA,
APPROVING THE AGREEMENT FOR LEGAL SERVICES
BY THE HOUSING FINANCE AUTHORITY OF LEON
COUNTY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, in 1980 the Board of County Commissioners adopted Ordinance No. 80-39, creating the Housing Finance Authority of Leon County, Florida, pursuant to Chapter 159, Part IV, Florida Statutes; and

WHEREAS, Ordinance No. 80-39 is codified at Chapter 2, Article III, Division 3 of the Code of Laws of Leon County, Florida; and

WHEREAS, pursuant to Section 2-77, Code of Laws of Leon County, Florida, contracts by the Housing Finance Authority shall first be approved by resolution of the Board of County Commissioners; and

WHEREAS, the Housing Finance Authority desires to enter into an Agreement for Legal Services with Knowles & Randolph, P.A.; and

WHEREAS, the Board desires to adopt a resolution approving the Agreement for Legal Services by the Housing Finance Authority;

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

1. The Leon County Board of County Commissioners hereby approves the Agreement for Legal Services between the Leon County Housing and Finance Authority and Knowles & Randolph, P.A..
2. This Resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon
County, Florida, this 13th day of December, 2016.

LEON COUNTY, FLORIDA

By: _____
John Dailey, Chairman
Board of County Commissioners

ATTESTED BY:
Bob Inzer, Clerk of Court & Comptroller
Leon County, Florida

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

AGREEMENT FOR LEGAL SERVICES

(Housing Finance Authority of Leon County)

THIS AGREEMENT FOR LEGAL SERVICES ("Agreement") is entered into on the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between the HOUSING FINANCE AUTHORITY OF LEON COUNTY a/k/a the Leon County Housing Finance Authority, a local government body, corporate and politic (the "Authority") and KNOWLES & RANDOLPH, P.A., a Florida Corporation (the "Firm").

W I T N E S S E T H

WHEREAS, the Authority has determined that it would be in the best interest of the citizens of Leon County, Florida, that the Authority be able to utilize the services of private persons when such services cannot be reasonably provided by the Authority; and

WHEREAS, the Authority has determined that it would be better to contract for legal counsel services than to hire the necessary personnel to satisfy the needs of the Authority; and

WHEREAS, in order to secure the lowest cost for legal counsel services, the Authority has sought and received competitive bids from firms for such services.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the Authority and the Firm agree as follows:

1. Scope of Services. The Authority hereby retains the Firm to act as General Counsel for matters relating to the Authority, including but not limited to the following:

- a. Attending all Board meetings of the Authority and, when so requested, meetings of its committees;
- b. Attend Authority staff meetings when so requested;
- c. Representation of the Authority in any litigation instituted by or against it, when so requested by the Authority;
- d. Generally provide legal services and advice in connection with the maintenance and operation of the Authority, in matters such as: conducting meetings, the enabling statute, ordinances and bylaws, "Sunshine Law," state ethics law and the Leon County Code, public request and records law issues, public contracts and procurement of services, corporate governance issues, interlocal issues, rules, policies, and any other areas of law as requested by the Authority;
- e. Advising the Authority and its staff as to new or changed policies related to practices and procedures, including State of Florida statutes and the Leon County Code. The foregoing may include bond financing policies (by way of example, and not limitation, policies related to unrated bonds, and issuer indemnities) or matters specifically related to Authority internal matters (such as rules, policies and procedures);
- f. Preparing or assisting staff with resolutions and actions;
- g. Assist and advise the Authority in and during negotiations with any entity with which it desires to do business; and

h. Executing any task orders as directed by the Authority to handle the marketing and/or sale of real property owned and held by the County for the benefit of the Authority.

The foregoing list of responsibilities represents only a general description of the scope of services to be performed by General Counsel and is not intended by the parties to be an exhaustive list of such services, inasmuch as the General Counsel will be required to provide legal services as required by the Authority and its staff on an "as requested" basis. The Firm is expected to employ such persons as may be required to assist in providing the legal services required by the terms of this Agreement. The Firm shall assign Dawn Whitehurst as lead attorney to act as General Counsel to the Authority, with the understanding that should Dawn Whitehurst be unavailable for a particular function another firm attorney may appear.

2. Work. Any work to be performed by the Firm shall be upon the request of either the Authority's Chairman, the Financial Advisor, the Chairman of the Authority's Finance Committee, or other representative as authorized by the Authority. The performance of the Authority 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 this Agreement.

3. Term. The term of this Agreement ("Term") shall be for a period of five (5) years, commencing on the Effective Date (as defined hereinabove); provided, however, that such five-year Term shall be subject to the parties' Early Termination Option as set forth in paragraph 3.a below and the general termination provisions in paragraph 1 below. After the initial five-year Term, at the sole option of the Authority, the Term may be extended for no more than two additional periods of one (1) year each, and shall be subject to the same terms and conditions as set forth in this Agreement. Such one-year extensions of the Term shall be automatic unless the Authority provides written notice of non-renewal to the Firm no less than thirty (30) days prior to the expiration date of the then current period of the Term.

a. Early Termination Option. The Authority and the Firm each shall have the option, with no penalty or fee, to reduce the length of the initial Term by terminating the Agreement at the end of any of the one-year periods of the Term ("Early Termination Option"). The Early Termination Option may be exercised by either the Authority or the Firm by delivering to the other party, no later than ninety (90) days prior to the end of any one-year period of the Term, written notification of its intention to exercise its Early Termination Option effective on the anniversary date of the next one-year period of the Term.

4. Compensation. The Firm shall be compensated by the Authority for each hour of General Counsel services provided by any attorney of the Firm in accordance with the following schedule:

a. \$150.00 per hour for services while in attendance at Board meetings of the Authority;

b. \$250.00 per hour for all other services included within the scope of services listed in paragraph 1 above, with the exception of the following:

(1) representing the Authority in any litigation matter; and

(2) representing the Authority as issuer in any bond financing matter, which representation shall be compensated as a cost to be determined as part of the bond financing package;

c. \$350.00 per hour for services provided while representing the Authority in any litigation matter.

The hourly rates set forth in this paragraph 4 shall represent the total cost the Authority will be charged for such services, including but not limited to all General Counsel's personal service fee(s), photocopying, long distance telephone calls, mileage, travel within Leon County, parking, office supplies, office space, and all materials, equipment, and facilities necessary for the support of personnel in the performance of such services under this Agreement. However, the parties expressly agree that any expenses of litigation or similar extraordinary expenses not in the normal course of the firm's business (including, but not limited to title search costs, court filing fees, expert witness fees, service of process, closing costs, etc.) shall be paid by the Authority as and when same are incurred. The Firm shall not be responsible for advancing any such costs.

5. Payments. The Firm shall submit to the Authority monthly invoices which itemize work performed and expenses incurred, including a cover page on Firm stationery stating the subject matter being invoiced, the date of the invoice, the invoice number, and the amount due. Monthly invoices shall be numbered chronologically and submitted no later than 30 days after the end of the month wherein the services are rendered and expenses incurred. The Authority shall pay the Firm no later than thirty (30) days after the Authority's receipt and approval of the Firm's invoice for services.

6. Prompt Payment Information Requirements.

a. The Authority's authorized representative for notice and payment of invoices is:

Lamarr D. Kemp, Sr,
Director, Housing Services
Office of Human Services & Community Partnerships
918 Railroad Ave.
Tallahassee, FL 32310
(850) 606-1900
KempL@leoncountyfl.gov

b. The Firms' authorized representative for notice is:

Roosevelt Randolph
3065 Highland Oaks Terr.
Tallahassee, FL 32301
(850) 222-3768
rrandolph@knowlesandrancholph.com

With copies to: Dawn Whitehurst

c. Proper Form of Invoice: A numbered invoice document with date of invoice, itemized listing of all services being billed with applicable hourly rates and number of

hours, billing contact person information, and Federal tax identification number. The invoice shall be properly addressed to the Authority's authorized representative listed in paragraph 6.a above and mailed or otherwise delivered to that address. Delivery to another Authority address shall void the invoice.

7. Status. The Firm, at all times relevant to this Agreement, shall be an independent contractor and in no event shall the Firm nor any employees or sub-contractors under it be considered to be employees of the Authority.

8. Insurance. The Firm shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the responsibility of the Firm.

a. Minimum Limits of Insurance. The Firm shall maintain limits no less than:

(1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

(3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

(4) Professional Liability Insurance, including errors and omissions, for all services provided under the terms of this Agreement with minimum limits of \$1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of services provided under this Agreement.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Firm 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:

i. The Authority is to be named as Additional Insured;

ii. The Authority, 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 Firm, including the insured's general supervision of the Firm; products and completed operations of the Firm; premises owned, occupied or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protections afforded the Authority, its officers, officials, employees or volunteers;

iii. The Firm's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it;

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees or volunteers; and

v. The Firm'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:

i. 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 Authority;

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. The Firm shall furnish the Authority 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 Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

f. Subcontractors. The Firm 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 Firm shall pay for all necessary permits as required by law.

10. Licenses. The Firm shall be responsible for obtaining and maintaining its 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 Firm, by reason of revocation, failure to

renew, or any other reason, fail to maintain its license to operate, the Firm 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 Authority nor shall the Firm assign any monies due or to become due to it hereunder without the previous written consent of the Authority.

12. Indemnification. The Firm agrees to indemnify, defend and hold harmless the Authority, 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 Firm, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The Authority may, at its sole option, defend itself or require the Firm to provide the defense. The Firm acknowledges that ten dollars (\$10.00) of the amount paid to the Firm is sufficient consideration for the Firm's indemnification of the Authority.

13. Audits, Records, and Records Retention. The Firm 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 Firm 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 Authority, the Firm will cooperate with the Authority to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 13.b 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 Authority;

e. Persons duly authorized by the Authority and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of Firm'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; and

g. The Firm agrees to comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:

(1) Keep and maintain public records required by the Authority to perform the scope of services required under this Agreement;

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

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Firm does not transfer the records to the Authority.

(4) Upon termination of the Agreement, transfer, at no cost, to the Authority, as requested, all public records in possession of the Firm or keep and maintain public records required by the Authority to perform the scope of services required hereunder. If the Firm transfers all public records to the Authority, as requested, upon termination of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon termination of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (850) 606-1900, KEMPL@LEONCOUNTYFL.GOV, OFFICE OF HUMAN SERVICES & COMMUNITY PARTNERSHIPS, 918 RAILROAD AVENUE, TALLAHASSEE, FL 32310.

14. Termination. Notwithstanding the provisions set forth in paragraph 3, the Authority may terminate this Agreement without cause, by giving the Firm 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 Authority shall not be required to give the Firm such thirty (30) day written notice if, in the opinion of the Authority, the Firm is unable to perform its obligations hereunder, or if in the Authority's opinion, the services being provided are not satisfactory. In such case, the Authority may immediately terminate the Agreement by mailing a notice of termination to the Firm.

15. Public Entity Crimes Statement. In accordance with Section 287.133, Florida Statutes, the Firm hereby certifies that to the best of his knowledge and belief that no member of the Firm nor any individuals affiliated with the Firm has been convicted of a public entity crime. The members of the Firm and its affiliates shall provide the Authority 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 Firm shall be grounds for cancellation of this Agreement by the Authority.

16. Unauthorized Alien(s). The Firm agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The Authority 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 Authority.

17. Non-Waiver. Failure by the Authority 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.

18. 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 Firm to deviate from the requirements of the Agreement, the Firm shall obtain the prior written consent of the Authority.

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

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

21. 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.

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

**HOUSING FINANCE AUTHORITY OF
LEON COUNTY**

KNOWLES & RANDOLPH, P.A.

By: _____
Mike Rogers
Chairman

By: _____
Roosevelt Randolph
President

Date: _____

Date: _____

Board of County Commissioners Agenda Request 36

Date of Meeting: June 10, 1997

Date Submitted: June 5, 1997

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, Esq. County Attorney

Subject: Use of County Attorney's Office for Independent Authorities and Agencies

Statement of Issue

Use of County Attorney's Office for independent Authorities and Agencies.

Background

Recently, the County Attorney's Office has been called upon to provide legal counsel and legal services for various agencies, authorities and committees of the County. Our specific issue is the use of the County Attorney's Office to provide legal services for "independent" authorities. These authorities could include the Housing Finance Authority, the Tourist Development Council, the Educational Facilities Authority, and others.

In years past, the County Attorney's Office was directed by the Board of County Commissioners to provide legal counsel to the administrative staff to such authorities, but to not act as legal counsel to the authorities themselves. In fact, the EFA has its own separate legal counsel (Terry Madigan, Esq.). However, the HFA has the Bryant, Miller & Olive firm acting as bond counsel on financial issues, but are not representing the HFA on other matters. This has required the County Attorney's Office to assist the HFA by filing answers to mortgage foreclosure complaints in order to preserve any liens that the HFA may have.

Additionally, the TDC has been requesting that the County Attorney's Office review various documents including leases and contracts recently, again which the County Attorney's Office has provided in order to assist the TDC with its activities.

However, the involvement of the County Attorney's Office with the HFA and the TDC may not be consistent with the Board's prior direction.

Analysis

The providing of legal services to the County's independent authorities has two issues. The first issue is the workload impact on the County Attorney's Office. Obviously, providing legal counsel to additional authorities will increase the workload to the County Attorney's Office noticeably. Whether this will have an impact on personnel is yet to be determined since our involvement with the authorities is still in its early stages.

This second issue is the concern that the County Attorney's Office has expressed previously with regard to involvement by the County with its independent authorities. That is, the more that the County staff, including the County Attorney's Office, becomes involved in the activities and the approval of matters for such authorities, the less "autonomous" these independent authorities appear. For example, the County Attorney's Office and the County Administration did not assist the EFA in any of its transaction involving the Southgate Project or any of its rental units. This was done by the EFA through independent legal counsel and independent executive director staff. This agenda item is being prepared to seek direction from the Board of County Commissioners on these issues.

Options

Option 1: Direct that the County Attorney's Office provide legal counsel to the County's independent authorities.

Option 2: Direct that the County Attorney's Office include funding in its Professional Services line item to retain outside independent counsel to provide legal representation to the County's independent authorities.

Option 3: Require that all independent authorities retain their own legal counsel through their own budgets and funding.

Option 4: Provide other direction to the County Attorney's Office.

Recommendation

Board Direction.

MINUTES
BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
JUNE 10, 1997

The Board of County Commissioners of Leon County, Florida, met in regular session at 5:00 p.m., with Chairman Yordon presiding. Those in attendance were Commissioners Joanos, Maloy, Host, Thael, Sauls, and Proctor. Also in attendance were County Attorney Herb Thiele, County Administrator Parwez Alam, Deputy Clerk Bill Bogan, Jr., and Secretary Sandra C. O'Neal.

Innovation was provided by Commissioner Joanos followed by the Pledge of Allegiance to the Flag.

AWARDS AND PRESENTATIONS

1. PRESENTATION OF SPONSORSHIP PLAQUE BY "CELEBRATE AMERICA"

Chairman Yordon presented a Resolution, which he read into the record, to Mr. Billy Holder, Executive Director of Celebrate America, to honor "Celebrate America July Fourth Celebration" for 13 years of dedication service to the citizens of Leon County. Mr. Holder introduced members of his committee, and presented plaques and "goody bags" to the Board. A plaque was also presented to the Sheriff's helicopter pilot, Captain James Brogdon, in appreciation for his assistance with controlling traffic during the July Fourth Celebration at Tom Brown Park. Mr. Holder also recognized County Administrator Alam and the Office of Management and Budget in appreciation for their support.

Chairman Yordon announced that Item 30 (Board Review Denial of Silvicultural Application) had been pulled from the agenda.

CONSENT AGENDA

Commissioner Sauls moved, duly seconded by Commissioner Maloy and carried unanimously, to approve the following Consent Agenda with the exception of items 10, 13, 21, and 24 which was addressed as described:

1. BILLS AND VOUCHERS

The Board approved the County bills and authorized the Chairman and the Clerk to issue the proper warrants: \$7,236,362.90

the agreement speak to access-ability for the public to utilize the road.

34. APPOINTMENTS TO THE WORKFORCE DEVELOPMENT BOARD

Commissioner Maloy appointed Charles Cyrus. Commissioner Sauls appointed Kelly Dozier. Commissioner Joanos continued his appointment.

35. LEON COUNTY CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 1997

Pursuant to Ordinance No. 97-07, the Board authorized the issuance of Leon County Capital Improvement Revenue Bonds, Series 1997 in an amount not to exceed \$7,500,000.

Commissioner Maloy moved, duly seconded by Commissioner Host and carried unanimously, to adopt the attached Resolution R97-13:

A RESOLUTION AUTHORIZING THE NEGOTIATED AND PRIVATE SALE OF \$ _____ LEON COUNTY, FLORIDA CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 1997; AWARDING THE SALE THEREOF TO BEAR STERNS & CO., INC., AND PRYOR, MCCLENDON, COUNTS & CO., INC., SUBJECT TO THE TERMS AND CONDITIONS OF A BOND PURCHASE CONTRACT; AUTHORIZING THE DISTRIBUTION OF PRELIMINARY AND OFFICIAL STATEMENTS IN CONNECTION WITH THE DELIVERY OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT; AUTHORIZING THE PURCHASE OF BOND INSURANCE; AUTHORIZING THE PURCHASE OF A DEBT SURETY BOND FOR THE RESERVE ACCOUNT AND THE EXECUTION AND DELIVERY OF A GUARANTY AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

36. REQUEST FROM COUNTY ATTORNEY FOR BOARD DIRECTION ON USE OF COUNTY ATTORNEY'S OFFICE FOR INDEPENDENT AUTHORITIES AND AGENCIES

County Attorney Thiele stated that some years ago, the Board specifically directed that his office not act as counsel to the Educational Facilities Authority (EFA), and to act as counsel to the Housing Finance Authority (HFA) staff only, not the authority itself. Recently there have been mortgage foreclosures that have involved the HFA and there has been a need for legal services to the Tourist Development Council. Mr. Thiele requested direction from the Board as it relates to his office serving as counsel for independent authorities.

Commissioner Host moved, duly seconded by Commissioner Yordon and carried unanimously, to approve Option 3: Require that all independent authorities retain their own legal counsel through their own budgets and funding, if they so desire. The Board indicated that this action would not restrict a Commissioner who serves on a Board or Authority to look into matters brought to him by them, nor would it restrict the County Attorney from reviewing documents such as contracts.

PUBLIC HEARINGS

37. PUBLIC HEARING-CONTINUATION OF A PUBLIC HEARING ON WHETHER TO

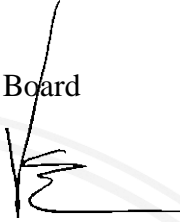
Leon County
Board of County Commissioners
Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Budget Amendment Requests to Realize Revenue in the Amount of \$302,517 in State Housing Initiatives Partnership (SHIP) Disaster Funds and \$13,899 in SHIP Housing Counseling Funds from the Florida Housing Finance Corporation

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Office of Human Services and Community Partnerships Lamarr Kemp, Director of Housing Services

Fiscal Impact:

This item has a fiscal impact to the County. A total of \$302,571 was awarded from the Florida Housing Finance Corporation for State Housing Initiatives Partnership (SHIP) Disaster Funds for low-income households that experienced damage from Hurricane Hermine. An additional \$13,899 for SHIP Housing Counseling Funds was also allocated to provide counseling for first-time homebuyers and homeowners.

Staff Recommendations:

- Option #1: Approve the resolution and associated Budget Amendment Request to realize \$302,571 in State Housing Initiatives Partnership (SHIP) Disaster Funds from the Florida Housing Finance Corporation (Attachment #1).
- Option #2: Approve the resolution and associated Budget Amendment Request to realize \$13,899 in State Housing Initiatives Partnership (SHIP) Housing Counseling Funds from the Florida Housing Finance Corporation (Attachment #2).

Report and Discussion

Background:

This item requests Board approval of resolutions and associated budget amendments to realize \$302,517 in SHIP Disaster Funds and \$13,899 in SHIP Housing Counseling Fund from the Florida Housing Finance Corporation (FHFC) for low-income households that experienced damage from Hurricane Hermine and counseling services to first-time homebuyers and homeowners.

On August 31, 2016 Governor Rick Scott issued Executive Order 16-205 which declared a state of emergency for Leon County in preparation for Hurricane Hermine. On September 2, 2016, Hermine struck Tallahassee-Leon County. During the storm, Leon County experienced tropical storm force winds that lasted 6 hours with gusts up to 64 mph, and 4"-5" of rain causing immense damage to homes, businesses, and infrastructure.

Following the storm, the County and the City of Tallahassee (City), in conjunction with the American Red Cross conducted field inspections to identify structures damaged by the storm. The results of the inspection identified 144 storm damaged homes located in unincorporated Leon County. Additionally, Leon County Housing Services received several calls from residents seeking assistance due to damage to their homes caused by Hermine.

Subsequently, the County Administrator requested SHIP Disaster Funds to provide relief to low-income homeowners in unincorporated Leon County that were impacted by Hurricane Hermine (Attachment #3). Leon County requested \$4.2 million to repair or replace homes that experienced damages or were completely destroyed by Hermine. The City submitted a similar request totaling \$3.8 million. Both requests emphasized that the County and City would implement a joint intake and application process to expedite the process and complete the needed repairs/replacements as quickly as possible.

On November 4, 2016, FHFC announced that Leon County had been awarded \$302,517 in SHIP Disaster Funds (Attachment #4) and the City of Tallahassee (City) was awarded \$477,420. It is important to note that the SHIP Disaster Funds were significantly limited. FHFC budgeted only \$5 million to be allocated statewide to local governments in the event of a declared disaster emergencies. These funds were distributed to local governments throughout Florida that sustained damages from Hurricane Hermine and/or Hurricane Matthew.

On November 18, 2016, Leon County was notified that FHFC would also allocate funds to provide counseling services for first-time homebuyers and homeowners experiencing foreclosure and financial difficulties (Attachment #5). Leon County was informed that it would receive \$13,899 and the City, \$27,090 from this allotment.

Analysis:

SHIP Disaster Funds

As stated in the formal request for SHIP Disaster Funds, the County and the City intend to deploy a joint application process for area residents who wish to be considered for these limited funds. The process will provide residents a central point of contact for completing the applications and submitting the required documents. However, County SHIP Disaster Funds will be limited to homeowners that reside in unincorporated Leon County and City SHIP Disaster Funds will be utilized by residents who are within the city limits. FHFC requires that all SHIP Disaster Funds be encumbered by June 30, 2017. To qualify for these funds, applicants must meet the SHIP income eligibility limits (Attachment #6).

Methodology for Identifying Projects and Utilization of Funds

County and City staff have met to develop the preliminary process for receiving and considering applications for SHIP Disaster Funding. The following steps may be taken to facilitate this process:

- A public outreach campaign utilizing print, TV, radio and social media will be launched to promote the opportunity to apply for the funds.
- Applications will be accepted for a 30-day period beginning in January, 2017.
- Homeowners identified during the field inspections after the hurricane will be contacted and encouraged to apply.
- Homeowners in need of housing replacement or rehabilitation currently on waiting lists will be contacted to determine if they experienced additional damage from Hurricane Hermine and prioritized for consideration of these funds.
- Severity of damage, current income, and status of repair will be considered to prioritize funding consideration.
- Residents needing assistance with home owners' insurance deductibles are also eligible.
- A maximum of \$75,000 can be made available for repairs/replacement.
- Funds will be distributed until they are exhausted.

FHFC allows up to 10% of SHIP funding for administrative costs. In order complete this process timely, County and City will contribute proportionate shares to hire professional inspectors to assess the level of damage and to determine the repair status and associated costs.

SHIP Counseling Funds

On November 18, 2016 staff was notified by FHFC that \$13,899 would be available for Leon County to provide counseling services for first-time homebuyers and homeowners experiencing foreclosure and financial difficulties. Use of these funds is limited to the following activities:

- First-time homebuyers counseling
- Foreclosure prevention counseling
- Financial coaching
- Financial management education
- Extended financial management

The counseling services provide essential training to homeowners on financial management and credit repair and enhancement. Additionally, it allows the counseling service provider to negotiate with the lender on behalf of the homeowner to prevent foreclosure. These funds will complement the County's existing SHIP Foreclosure Prevention Program which provides up to \$7,500 in foreclosure prevention assistance to eligible residents.

Housing Services will utilize the County Purchasing process to identify and select a qualified local counseling agency that has been approved by the Department of Housing and Urban Development (HUD) to assist in providing the counseling services described above.

Options:

1. Approve the resolution and associated Budget Amendment Request to realize \$302,571 in State Housing Initiatives Partnership (SHIP) Disaster Funds from the Florida Housing Finance Corporation.
2. Approve the resolution and associated Budget Amendment Request to realize \$13,899 in State Housing Initiatives Partnership (SHIP) Housing Counseling Funds from the Florida Housing Finance Corporation.
3. Do not approve the resolution and associated Budget Amendment Request to realize \$302,571 in State Housing Initiatives Partnership (SHIP) Disaster Funds from the Florida Housing Finance Corporation.
4. Do not approve the resolution and associated Budget Amendment Request to realize \$13,899 in State Housing Initiatives Partnership (SHIP) Housing Counseling Funds from the Florida Housing Finance Corporation.
5. Board direction.

Recommendations:

Options #1 and #2

Attachments:

1. Resolution and associated Budget Amendment Request to realize \$302,571 from the Florida Housing Finance Corporation
2. Resolution and associated Budget Amendment Request to realize \$13,899 from the Florida Housing Finance Corporation
3. September 28, 2016 Letter from the County Administrator requesting SHIP Disaster Funds
4. Florida Housing Finance Corporation Letter Allocating SHIP Disaster Funds to Leon County
5. November 18, 2016 Email Correspondence from Florida Housing Finance Corporation on the allocation of SHIP Housing Counseling Funds
6. 2016 HUD Income Limits for Leon County Affordable Housing

RESOLUTION NO.

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

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

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

Adopted this 13th day of December, 2016.

LEON COUNTY, FLORIDA

BY: _____
John E. Dailey, 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

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Adopted this 13th day of December, 2016.

LEON COUNTY, FLORIDA

BY: _____
John E. Dailey, 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 2016/2017

BUDGET AMENDMENT REQUEST

No: BAB17009
Date: 11/30/2016

Agenda Item No: _____
Agenda Item Date: 12/13/2016

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
124	932051	345100	000	SHIP - Doc Stamp Revenue	-	13,899	13,899
							-
							-
Subtotal:						13,899	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
124	932051	51200	554	Regular Salries and Wages	-	1,390	1,390
124	932051	53400	554	Other Contractual Services	-	4,609	4,609
124	932051	55200	554	Operating Supplies	-	300	300
124	932051	54800	554	Promotional Activities	-	3,000	3,000
124	932051	54700	554	Printing & Binding	-	1,500	1,500
124	932051	54200	554	Postage	-	100	100
124	932051	54000	554	Travel & Per Diem	-	2,000	2,000
124	932051	55401	554	Training	-	1,000	1,000
Subtotal:						13,899	13,899

Purpose of Request:

This budget amendment realizes \$13,899 in State Housing Initiatives Partnership (SHIP) Housing Counseling Funds. These funds were awarded to Leon County to provide financial counseling to fist-time homebuyers and homeowners.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐



Leon County

Board of County Commissioners

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

Commissioners

BILL PROCTOR

District 1

Chairman

JOHN DAILEY

District 3

Vice Chairman

JANE G. SAULS

District 2

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

September 29, 2016

Steve Auger, Executive Director

Florida Housing Finance Corporation

227 North Bronough Street, Suite 500

Tallahassee, Florida 32301

Re: State Housing Initiatives Partnership (SHIP) Disaster Funds

Dear Mr. Auger:

In accordance with instructions provided in the SHIP Program Disaster Response Procedures, this letter represents Leon County's formal request for four million two hundred and sixty-five thousand dollars (\$4,265,000) in disaster recovery funds, to respond to damages sustained by our community as a result of Hurricane Hermine.

As you know, on August 31, 2016 Governor Rick Scott issued Executive Order 16-205 which declared a state of emergency for Leon County in preparation for Hurricane Hermine. Subsequently, Leon County declared a local state of emergency on September 1, 2016. In the early morning hours of September 2, 2016, Hermine struck Tallahassee-Leon County. During the storm, Leon County experienced tropical storm force winds that lasted for 6 hours with gusts up to 64 mph, and 4"-5" of rain. Hermine caused immense damage to homes, businesses, and infrastructure that will require months of recovery.

As directed in the SHIP Program Disaster Response Procedures, Leon County and the City of Tallahassee, in conjunction with the American Red Cross, utilized FEMA damage assessment processes to conduct field inspections that identified damaged structures. Results of inspections identified 144 impacted properties located in unincorporated Leon County which were categorized into three classifications: destroyed; received

"People Focused. Performance Driven."

major damage; and received minor damage. Attachment 1 provides the list of impacted properties that comprise Leon County's \$4,265,000 funding request. Additionally, a map is provided in Attachment 2 which pinpoints the location of the 144 properties. Leon County used available census tract data to determine likelihood of program eligibility per Leon County SHIP-LHAP criteria.

As requested in the SHIP Program Disaster Response Procedures, evidence of Leon County's SHIP encumbered funds in the amount of \$336,387.30, was detailed in the FY 14/15 Annual SHIP Report. Leon County has a waiting list of 478 residents seeking housing assistance. We intend to utilize the FY 15/16 unencumbered funds in the amount of \$490,080.50 as well as the anticipated FY 16/17 allocation of \$614,000 to meet the needs of the residents on the waiting list. Services will include down payment assistance, housing rehabilitation, housing replacement, and foreclosure prevention.

Leon County will use our SHIP-LHAP Disaster Mitigation strategy for the expenditure of the SHIP Disaster Funds to include technical and formal amendments. Leon County is coordinating its efforts with the City of Tallahassee to ensure that all eligible properties countywide may be addressed.

To expedite this process in the most efficient manner, County and City staff will develop a joint intake and application process for the distribution of the disaster funds assistance.

Thank you in advance for your consideration of this request. Please let me know if you have any further questions regarding this matter.

Sincerely,



Vincent S. Long
County Administrator

Enclosures: Leon County SHIP Damage Assessment Report Attachment #1
Leon SHIP Damage Assessment Map Attachment #2



227 North Bronough Street, Suite 5000 • Tallahassee, Florida 32301
850.488.4197 • Fax: 850.488.9809 • www.floridahousing.org

November 4, 2016

Eryn Calabro, Director/Human Services and Community Partnerships/SHIP Administrator
Leon County Human Services and Community Partnerships
918 Railroad Avenue
Tallahassee, FL 32310
RE: SHIP Disaster Allocations for Hurricanes Hermine and Matthew

Dear Ms. Calabro:

As you are aware, Florida Housing has statutory authority to hold back \$5 million in SHIP funds each fiscal year in order to address disaster recovery needs of local governments included in an Executive Order that request SHIP disaster funding.

When there are multiple events affecting numerous local governments, the \$5 million is not adequate to address all needs. When this is the case, as it is this year, Florida Housing must devise a methodology to determine how best to allocate the \$5 million to those local areas that are hardest hit and have the most housing damage in areas that are likely to be occupied by very-low, low and moderate income households.

In order to accomplish this, we request each local government and to provide damage data related to lower income households if it is available and to request a funding amount. We also rely heavily on the data that is provided to us by FEMA and the state Division of Emergency Management. Once this data is compiled and analyzed, we determine the allocations keeping in mind the balance between making the most impact with the allocations while trying to get the money where it is needed as quickly as possible. While this may not be a perfect method, it has been tested over a number of years and through many disaster events and the results have been positive.

At this time, Leon County is awarded **\$302,517** in SHIP disaster funds for the 2016-2017 fiscal year to address the needs of eligible applicants that have had a direct affect to their housing by one of the hurricanes of 2016.

All funds must be used according to the following requirements:

1. Must be expended for households affected directly by one of the events covered under the Executive Order for either Hurricane Hermine or Matthew. Each file for a household assisted with disaster funds must include documentation proving damage as a result of the declared event. This may include insurance reports and estimates, damage reports from the county, FEMA or the Florida Division of Emergency Management and photographs of damage to the property, if possible.

Rick Scott, Governor

Board of Directors: Bernard "Barney" Smith, Chairman • Natacha Munilla, Vice Chairman
Renier Diaz de la Portilla • Ray Dubuque • John David Hawthorne Jr. • Brian Katz • Leonard Tylka • Howard Wheeler
Taylor Teepell, Florida Department of Economic Opportunity, Ex Officio

Executive Director, Stephen P. Auger

Page 339 of 956

Posted 4:30 p.m. on December 5, 2016

2. With the exception of expedited income certification during the term of the executive order, all SHIP requirements must be met unless specifically approved in writing by Florida Housing.
3. Any unencumbered SHIP funds allocated to the county prior to fiscal year 2016-2017 must be used prior to accessing the disaster funds.
4. All disaster funds must be encumbered by June 30, 2017, unless a written extension is approved by Florida Housing.
5. All disaster funds must be expended by June 30, 2018.
6. Funds not meeting the encumbrance or expenditure deadline are subject to recapture by Florida Housing.

Please contact me if you have additional questions.

Respectfully,



Robert Dearduff
Special Programs Administrator

Rick Scott, Governor

Board of Directors: Bernard "Barney" Smith, Chairman • Natacha Munilla, Vice Chairman
Renier Diaz de la Portilla • Ray Dubuque • John David Hawthorne Jr. • Brian Katz • Leonard Tylka • Howard Wheeler
Taylor Teepell, Florida Department of Economic Opportunity, Ex Officio

Executive Director, Stephen P. Auger

Shington Lamy - SHIP Housing Counseling Funds

From: Robert Dearduff <Robert.Dearduff@floridahousing.org>
Date: 11/18/2016 1:06 PM
Subject: SHIP Housing Counseling Funds
BC: Shington Lamy
Attachments: housingcounselingcertification.docx; SHIP distributions FCP funds 3 million 16-17.pdf

SHIP Administrators:

In 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing through the **Foreclosure Counseling Program (FCP)**. The funding has allowed Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with financial management education to help them better manage their money and assist them with credit problems to become financially stable.

As part of the housing bill passed by the 2016 Legislature and signed by the Governor, language related to the FCP program allows Florida Housing to expand the types of counseling that can be provided to homeowners and prospective homebuyers. Among the new activities approved as eligible under FCP allows up to \$3 million in funds for counseling (primarily pre-purchase counseling) to be transferred to SHIP. The funds are being allocated using the population formula with a minimum per county of \$10,000. Please see attached PDF chart (refer to the county share/city share column, not the "county total" column for your eligible amount).

This funding may be used by local governments for:

- First-time homebuyer counseling
- Foreclosure prevention counseling
- Financial coaching
- Financial management education
- Extended financial management

This funding may not be used for other "counseling" activities such as homeowner training related to rehabilitation.

The use of this funding will allow local governments to:

- Provide first-time homebuyer counseling that may already be being provided using SHIP funds. With the use of these FCP funds, you can then use those SHIP funds for direct assistance such as downpayment assistance.
- Provide additional counseling that has not been funded previously such as foreclosure prevention or financial coaching.

The funds will be considered 2016-2017 funds and be reported as housing counseling funds on the closeout report for that year when due.

These activities can be carried out by HUD approved counseling agencies that the local government partners with (as a sub-recipient or sponsor) or by staff that have appropriate training and are certified to provide the

training.

This allocation will not be automatically disbursed, you will need to request disbursement of the funds by completing and submitting the attached funding certification. Please complete the form and submit it via email to robert.dearduff@floridahousing.org no later than December 31, 2016.

If you have questions, please contact me.

Rob

FCP to SHIP recipients

\$ 3,000,000

Local Government	County Total	County Share/ City Share
ALACHUA	36,795	18,324
Gainesville		18,471
BAKER	10,000	10,000
BAY	25,145	19,945
Panama City		5,200
BRADFORD	10,000	10,000
BREVARD	79,900	44,240
Cocoa		2,605
Melbourne		11,322
Palm Bay		15,285
Titusville		6,448
BROWARD	259,310	55,440
Coconut Creek		8,039
Coral Springs		17,633
Davie		13,743
Deerfield Beach		10,891
Ft. Lauderdale		24,842
Hollywood		20,563
Lauderhill		9,880
Margate		7,935
Miramar		18,748
Pembroke Pines		22,690
Plantation		12,421
Pompano Beach		15,066
Sunrise		12,577
Tamarac		8,842
CALHOUN	10,000	10,000
CHARLOTTE	24,213	21,654
Punta Gorda		2,559
CITRUS	20,485	20,485
CLAY	29,339	29,339
COLLIER	49,377	46,572
Naples		2,805
COLUMBIA	10,233	10,233
DE SOTO	10,000	10,000
DIXIE	10,000	10,000
DUVAL	128,830	128,830
ESCAMBIA	44,018	36,407
Pensacola		7,611
FLAGLER	14,893	3,163
Palm Coast		11,730

Local Government	County Total	County Share/ City Share
FRANKLIN	10,000	10,000
GADSDEN	10,000	10,000
GILCHRIST	10,000	10,000
GLADES	10,000	10,000
GULF	10,000	10,000
HAMILTON	10,000	10,000
HARDEE	10,000	10,000
HENDRY	10,000	10,000
HERNANDO	25,611	25,611
HIGHLANDS	14,893	14,893
HILLSBOROUGH	188,245	137,362
Tampa		50,883
HOLMES	10,000	10,000
INDIAN RIVER	20,951	20,951
JACKSON	10,000	10,000
JEFFERSON	10,000	10,000
LAFAYETTE	10,000	10,000
LAKE	45,416	45,416
LEE	94,812	60,794
Cape Coral		23,712
Ft. Myers		10,306
LEON	40,989	13,899
Tallahassee		27,090
LEVY	10,000	10,000
LIBERTY	10,000	10,000
MADISON	10,000	10,000
MANATEE	50,076	42,545
Bradenton		7,531
MARION	48,911	40,547
Ocala		8,364
MARTIN	21,883	21,883
MIAMI-DADE	376,509	243,640
Hialeah		33,057
Miami		62,350
Miami Beach		13,027
Miami Gardens		15,587
North Miami		8,848
MONROE	10,932	10,932
NASSAU	11,631	11,631
OKALOOSA	27,941	24,901
Ft. Walton Beach		3,040

Local Government	County Total	County Share/ City Share
OKEECHOBEE	10,000	10,000
ORANGE	177,760	140,430
Orlando		37,330
OSCEOLA	44,484	34,875
Kissimmee		9,609
PALM BEACH	195,934	148,988
Boca Raton		12,481
Boynton Beach		10,345
Delray Beach		8,974
West Palm Beach		15,146
PASCO	69,648	69,648
PINELLAS	134,422	70,692
Clearwater		15,741
Largo		11,480
St. Petersburg		36,509
POLK	90,152	70,265
Lakeland		14,460
Winter Haven		5,427
PUTNAM	10,932	10,932
ST. JOHNS	30,970	30,970
ST. LUCIE	41,222	10,239
Ft. Pierce		6,035
Port St. Lucie		24,948
SANTA ROSA	23,747	23,747
SARASOTA	56,134	48,562
Sarasota		7,572
SEMINOLE	63,357	63,357
SUMTER	16,990	16,990
SUWANNEE	10,000	10,000
TAYLOR	10,000	10,000
UNION	10,000	10,000
VOLUSIA	72,910	51,336
Daytona Beach		9,077
Deltona		12,497
WAKULLA	10,000	10,000
WALTON	10,000	10,000
WASHINGTON	10,000	10,000
TOTAL	3,000,000	3,000,000
Total estimated appropriation		3,000,000

HUD released 3/28/2016

FHFC Posted : 3/31/2016

2016 Income Limits and Rent Limits
Florida Housing Finance Corporation
SHIP Program

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Jackson County	30%	11,880	16,020	20,160	24,300	28,100	30,200	32,250	34,350	Refer to HUD		297	348	504	655	755	832
	50%	18,200	20,800	23,400	26,000	28,100	30,200	32,250	34,350	36,400	38,480	455	487	585	676	755	832
	80%	29,150	33,300	37,450	41,600	44,950	48,300	51,600	54,950	58,240	61,568	728	780	936	1,081	1,207	1,331
	120%	43,680	49,920	56,160	62,400	67,440	72,480	77,400	82,440	87,360	92,352	1,092	1,170	1,404	1,623	1,812	1,998
	140%	50,960	58,240	65,520	72,800	78,680	84,560	90,300	96,180	101,920	107,744	1,274	1,365	1,638	1,893	2,114	2,331
Jefferson County (Tallahassee MSA)	30%	13,700	16,020	20,160	24,300	28,440	32,580	36,730	40,890	Refer to HUD		342	371	504	659	814	970
	50%	22,800	26,050	29,300	32,550	35,200	37,800	40,400	43,000	45,570	48,174	570	610	732	846	945	1,042
	80%	36,500	41,700	46,900	52,100	56,300	60,450	64,650	68,800	72,912	77,078	912	977	1,172	1,355	1,511	1,668
	120%	54,720	62,520	70,320	78,120	84,480	90,720	96,960	103,200	109,368	115,618	1,368	1,465	1,758	2,032	2,268	2,502
	140%	63,840	72,940	82,040	91,140	98,560	105,840	113,120	120,400	127,596	134,887	1,596	1,709	2,051	2,371	2,646	2,919
Lafayette County	30%	11,880	16,020	20,160	24,300	28,440	31,350	33,500	35,650	Refer to HUD		297	348	504	659	783	864
	50%	18,900	21,600	24,300	27,000	29,200	31,350	33,500	35,650	37,800	39,960	472	506	607	702	783	864
	80%	30,250	34,600	38,900	43,200	46,700	50,150	53,600	57,050	60,480	63,936	756	810	972	1,123	1,253	1,383
	120%	45,360	51,840	58,320	64,800	70,080	75,240	80,400	85,560	90,720	95,904	1,134	1,215	1,458	1,686	1,881	2,074
	140%	52,920	60,480	68,040	75,600	81,760	87,780	93,800	99,820	105,840	111,888	1,323	1,417	1,701	1,967	2,194	2,420
Lake County (Orlando-Kissimmee-Sanford MSA)	30%	12,300	16,020	20,160	24,300	28,440	32,580	36,300	38,650	Refer to HUD		307	354	504	659	814	936
	50%	20,500	23,400	26,350	29,250	31,600	33,950	36,300	38,650	40,950	43,290	512	548	658	760	848	936
	80%	32,800	37,450	42,150	46,800	50,550	54,300	58,050	61,800	65,520	69,264	820	878	1,053	1,216	1,357	1,498
	120%	49,200	56,160	63,240	70,200	75,840	81,480	87,120	92,760	98,280	103,896	1,230	1,317	1,581	1,825	2,037	2,248
	140%	57,400	65,520	73,780	81,900	88,480	95,060	101,640	108,220	114,660	121,212	1,435	1,536	1,844	2,129	2,376	2,623
Lee County (Cape Coral-Fort Myers MSA)	30%	11,880	16,020	20,160	24,300	28,440	32,580	35,000	37,250	Refer to HUD		297	348	504	659	814	903
	50%	19,750	22,600	25,400	28,200	30,500	32,750	35,000	37,250	39,480	41,736	493	529	635	733	818	903
	80%	31,600	36,100	40,600	45,100	48,750	52,350	55,950	59,550	63,168	66,778	790	846	1,015	1,173	1,308	1,443
	120%	47,400	54,240	60,960	67,680	73,200	78,800	84,000	89,400	94,752	100,166	1,185	1,270	1,524	1,761	1,965	2,167
	140%	55,300	63,280	71,120	78,960	85,400	91,700	98,000	104,300	110,544	116,861	1,382	1,482	1,778	2,054	2,292	2,528
Leon County (Tallahassee HMFA; Tallahassee MSA)	30%	13,700	16,020	20,160	24,300	28,440	32,580	36,730	40,890	Refer to HUD		342	371	504	659	814	970
	50%	22,800	26,050	29,300	32,550	35,200	37,800	40,400	43,000	45,570	48,174	570	610	732	846	945	1,042
	80%	36,500	41,700	46,900	52,100	56,300	60,450	64,650	68,800	72,912	77,078	912	977	1,172	1,355	1,511	1,668
	120%	54,720	62,520	70,320	78,120	84,480	90,720	96,960	103,200	109,368	115,618	1,368	1,465	1,758	2,032	2,268	2,502
	140%	63,840	72,940	82,040	91,140	98,560	105,840	113,120	120,400	127,596	134,887	1,596	1,709	2,051	2,371	2,646	2,919

**Leon County
Board of County Commissioners**

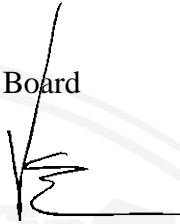
Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval to Amend Section 5.01 of the Leon County Human Resources Policies & Procedures Manual and Approval of Effective Date of October 1, 2016

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Candice Wilson, Director of Human Resources Sherry Marson, Compensation Analyst

Fiscal Impact:

This item has a fiscal impact to the County. Annual performance raises are contemplated in the FY 2017 budget.

Staff Recommendation:

Option #1: Approval of amendment to Section 5.01 of the Leon County Human Resources Policies & Procedures Manual (Attachment #1) with an effective implementation date of October, 1, 2016, thereby allowing for employees impacted during the current fiscal year to be eligible for the non-recurring pay adjustment.

Report and Discussion

Background:

This item seeks Board approval to amend the Leon County Human Resources Policies and Procedures Manual to allow for one-time payments (not to exceed 3%) in place of a merit increase to employees who have received performance evaluations that would place their annual pay in excess of the salary range for their position. The existing policy does not provide for this situation.

Analysis:

Leon County is committed to providing a competitive level of compensation and equitable pay for all employees. Some employees within the County fall into a category known as “red circled employees”. The term “red circled” is when an employee reaches the ceiling of a salary range and therefore is ineligible for a merit increase based on their performance evaluation.

Human Resources staff conducted a market study with comparable counties in Florida to determine their policy, if any, as it relates to red circled employees. The counties researched were: Alachua, Collier, Escambia, Lake, Manatee, Osceola, St. Lucie, and Volusia. Salary information was obtained from the respective counties’ websites, where available, or via telephone.

The research indicates that the majority of other comparable counties (Alachua, Escambia, Lake, Pasco, and St. Johns) provide a lump sum payment for the portion of the merit increase above the maximum pay rate. The one-time payment is calculated based on the employee’s annualized salary as of the effective date of the pay increase. Manatee, Osceola, and Volusia do not provide increases to red circled employees whose salary is already at the maximum of the salary range. St. Lucie County allows employees to exceed the maximum salary.

Staff is recommending an amendment to the HR policy providing for a non-recurring performance bonus to red circled employees (Attachment #1). This non-recurring bonus will be a lump sum payment equivalent to the average of the employee performance percent increases, not to exceed 3%, as approved by the County Administrator. Additionally, staff is recommending the policy amendment be effective retroactively to October 1, 2016; thereby, allowing for current red circled employees to be eligible for the non-recurring payment as part of the current fiscal year’s budget.

Options:

1. Approval of amendment to Section 5.01 of the Leon County Human Resources Policies & Procedures Manual (Attachment #1) with an effective implementation date of October, 1, 2016, thereby allowing for employees impacted during the current fiscal year to be eligible for the non-recurring pay adjustment.
2. Do not approve the amendment of Section 5.01 of the Leon County Human Resources Policies & Procedures Manual.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Section V – 5.01 Contents – Leon County Human Resources Policies & Procedures Manual

Section V**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 considered "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.~~ Employees who are red circled are eligible for a performance bonus of a one-time lump sum payment equivalent to the average of the employee performance percent increases, not to exceed 3%, as approved by the County Administrator.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #18

Leon County Board of County Commissioners

Cover Sheet for Agenda #18

December 13, 2016

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 an Ordinance Amending Chapter 10 to Correct Scrivener's Errors and Inadvertent Inconsistencies for January 24, 2017 at 6:00 p.m.

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

Fiscal Impact:

This item will have no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule the first and only public hearing to consider an Ordinance amending Chapter 10 to correct scrivener's errors and inadvertent inconsistencies for January 24, 2017 at 6:00 p.m.

Report and Discussion

Background:

Over time, staff has found several errors in the Land Development Code (LDC) that need correction to ensure accuracy and continuity. Staff maintains an ongoing list of these corrections until there is a sufficient quantity to justify an Ordinance amendment. Staff has drafted a proposed Ordinance to correct the errors noted to date (Attachment #1).

Analysis:

The proposed amendments fall into three categories. The first category includes incorrect code citations and the second category corrects grammatical errors within the code. The third category clarifies various inconsistencies and provides updates to older terminology. A matrix outlining the proposed amendments is included as Attachment #2.

The proposed Ordinance is intended to correct these errors by clarifying ambiguous information, correcting spelling/grammar, correcting citations, and updating obsolete terminology. For example, the Lake Protection Node (LPN) was a new zoning district adopted by the Board in 2015. The development review threshold chart in Section 10-7.402 was inadvertently not amended to include LPN. The proposed Ordinance will include LPN in the development review threshold chart in order to provide consistency on application review requirements for proposed developments within the LPN district.

As is standard procedure for all proposed LDC changes, prior to conducting a public hearing, staff will present the draft Ordinance to the Development Support and Environmental Management (DSEM) Citizen's User Group for review and comment. The draft Ordinance will also require review and recommendation by the Planning Commission at a public hearing on January 3, 2017.

Options:

1. Schedule the first and only public hearing to consider an Ordinance amending Chapter 10 to correct scrivener's errors and inadvertent inconsistencies, for January 24, 2017 at 6:00 p.m.
2. Do not schedule the first and only public hearing to consider an Ordinance amending Chapter 10 to correct scrivener's errors and inadvertent inconsistencies, for January 24, 2017 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Proposed Ordinance
2. Matrix of Amendments

ORDINANCE NO. 17- _____

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 10-2.347, VARIATIONS AND MODIFICATIONS; AMENDING SECTION 10-6.111, VESTED RIGHTS; AMENDING SECTION 10-6.616, LAKE PROTECTION; AMENDING SECTION 10-6.617, RESIDENTIAL PRESERVATION; AMENDING SECTION 10-6.619, COMMERCIAL SITE LOCATION STANDARDS; AMENDING SECTION 10-6.649, COMMERCIAL PARKWAY DISTRICT; AMENDING SECTION 10-6.673, BC-1 BRADFORDVILLE COMMERCIAL AUTO-ORIENTED DISTRICT; AMENDING SECTION 10-6.675, BCS BRADFORDVILLE COMMERCIAL SERVICES DISTRICT; AMENDING SECTION 10-6.676, BOR BRADFORDVILLE OFFICE-RESIDENTIAL DISTRICT, AMENDING SECTION 10-6.803, ACCESSORY USES; AMENDING SECTION 10-6.806, COMMUNITY SERVICES AND FACILITIES/INSTITUTIONAL USES; AMENDING SECTION 10-7.402, DEVELOPMENT REVIEW AND APPROVAL SYSTEM; AMENDING SECTION 10-7.502, GENERAL LAYOUT AND DESIGN STANDARDS; AMENDING SECTION 10-7.507, ADDITIONAL GUIDELINES FOR NONRESIDENTIAL DEVELOPMENT; AMENDING SECTION 10-7.522, BUFFER ZONE STANDARDS; AMENDING SECTION 10-7.545, NUMBER OF OFF-STREET PARKING SPACES; 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 10-1.101 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 and read as follows:

Sec. 10-1.101. Definitions.

* * *

Agritourism shall mean any agricultural related activity consistent with a bona-fide farm, livestock operation, 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, civic, ceremonial, training and exhibition, or harvest-your-own attractions for recreational, entertainment or educational purposes. An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public.

* * *

Community services or community facilities shall mean a facility owned or operated by a public or private facilities and agencies entity that provide a service directly to the general public such as libraries, religious facilities, police and fire stations, hospitals, museums and schools.

* * *

SECTION 2. Section 10-2.347(c) of Article II of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Variations and Modifications,” is hereby amended to read as follows:

Sec. 10-2.347. - Variations and modifications.

* * *

(c) The board of adjustment and appeals may consider a variance upon filing of a written request with the department of development support and environmental management by the property owner for whose land the variance is sought, and payment of a ~~free~~ fee for same.

* * *

SECTION 3. Section 10-6.111(c) of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Vested rights” is hereby amended to read as follows:

Sec. 10-6.111. - Vested rights.

* * *

(c) *Projects vested from the Comprehensive Plan.* Projects vested from the concurrency and consistency requirements of the Comprehensive Plan (as to intensity and density) as provided in Article II shall ~~confirm~~ conform with the requirements of this article only in the instances where such projects do not meet the requirements of subsections (a) and (b) of this section, but only to the extent that such conformance does not impair the concurrency and consistency (as to intensity and density) vested rights of such projects.

* * *

SECTION 4. Section 10-6.616(9)(2)(b) of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Lake Protection” is hereby amended to read as follows:

Sec. 10-6.616. - Lake protection.

* * *

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 through 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 to the greatest extent practicable.

* * *

SECTION 5. Section 10-6.617(a)(4) of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Residential Preservation" is hereby amended to read as follows:

Sec. 10-6.617. - Residential preservation.

* * *

- (4) Notwithstanding the provisions of subsection 10-6.617(a)(2) above, existing lots in a recorded or unrecorded residential subdivision zoned residential preservation may be resubdivided up to a maximum density of six dwelling units per acre provided that the parent lot directly abuts an existing arterial or major collector roadway that was not constructed as part of the subdivision's roadway network. This provision shall not apply to lots whose current designated primary access is ~~from~~ from a street internal to the recorded or unrecorded subdivision zoned residential preservation. Existing lots of record with no current frontage on a major collector or arterial roadway, as specified above, cannot be aggregated to benefit from the provision of this section.

The following factors shall be used to determine the maximum allowed number of lots per acre created pursuant to this subsection: a) the availability of water and sewer to accommodate the proposed development as cited in subsection 10-6.617(a)(3) above; b) compliance with applicable local and/or Florida Department of Transportation (FDOT) roadway connection standards c) the mitigation of any adverse impacts on the transportation network, and d) compliance with any other applicable provisions of the Land Development Code, including those pertaining to environmental protection. Acceptable mitigation for impacts to the transportation network include a common ingress/egress

access point for all newly created lots, frontage roadways, or any other solution that mitigates the adverse impacts on the transportation network as determined by the director.

* * *

SECTION 6. Section 10-6.619(a) 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. 10-6.619. - Commercial site location standards.

- (a) The provisions of this section apply to the following zoning districts: Urban fringe, activity center, rural community, ~~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.

* * *

SECTION 7. Section 10-6.649.2 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “CP Commercial Parkway District” is hereby amended to read as follows:

Section 10-6.649. - CP Commercial Parkway District.

1. District Intent	PERMITTED USES	
	2. Principal Uses	
The CP district is intended to be located in areas designated Suburban in the Future Land Use Map of the Comprehensive Plan and shall apply to areas exhibiting an existing development pattern of office, general commercial, community facilities, and intensive automotive commercial development abutting urban area arterial roadways with high traffic volumes. The CP district is characterized by a linear pattern of development. The access management standards set forth in for the CP district addressing limitations placed on access are intended to minimize and control ingress and egress to arterial roadways and to promote smooth and safe traffic	(1) Antique shops. (2) Armored truck services. (3) Automotive sales and rental (includes any type of motor vehicle including boats and motorcycles). (4) Automotive service and repair, including car wash. (5) Automotive-retail, parts, accessories, fires, etc. (6) Bait and tackle stops. (7) Banks and other financial institutions. (8) Broadcasting studios. (9) Building contractors and related services, without outdoor storage.	(41) Rental and sales of dvds, video tapes and games. (42) Rental of tools, small equipment, or party supplies. (43) Repair services, non-automotive. (44) Residential, multifamily, up to a maximum of 16 dwelling units per acre. (45) Residential, any type, located on or above the second floor of any structure containing nonresidential use on the

<p>flow of the general traveling public. To encourage the benefits from mixed use development where residences are located in close proximity to the office and commercial uses allowed within this district, including convenience and opportunity for residents and improved market access for business establishments, medium density multifamily residential development up to a maximum of 16 dwelling units per acre is allowed. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments in the CP district that share parking facilities, have parking structures and/or have high floor area ratios are encouraged in the CP district. The principles of traditional neighborhood developments are encouraged, though not required. New CP districts in the Suburban FLUM category shall have access to arterial or major collector streets.</p>	<p>(10) Camera and photographic stores. (11) Cemeteries. (12) Cocktail lounges and bars. (13) Commercial kennels. (14) Community facilities, including libraries, religious facilities, vocational schools, and police/fire stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (15) Day care centers. (16) Gift, novelty, and souvenir stores. (17) Golf courses. (18) Hotels and motels, including bed and breakfast inns. (19) Indoor amusements (bowling, billiards, skating, etc.). (20) Indoor theaters (including amphitheaters). (21) Laundromats, laundry and dry-cleaning pick up stations. (22) Lawn and tree removal services. (23) Mailing services. (24) Medical and dental offices, services, laboratories, and clinics. (25) Manufactured home sales lots. (26) Mortuaries. <u>(27) Motor vehicle fuel sales.</u> (28) Motor vehicle racing tracks, go-carts, etc. (29) Nonmedical offices and services, including business and government offices and services. (30) Non-store retailers. (31) Nursing homes and residential care facilities. (32) Off-street parking facilities.</p>	<p>first floor, up to a maximum of 16 dwelling units per acre. (46) Restaurants, with or without drive-in facilities. (47) Retail bakeries. (48) Retail caskets and tombstones. (49) Retail computer, video, record, and other electronics. (50) Retail department, apparel, and accessory stores. (51) Retail drug store. (52) Retail florist. (53) Retail food and grocery. (54) Retail furniture, home appliances and accessories. (55) Retail home/garden supply, hardware and nurseries. (56) Retail jewelry stores. (57) Retail needlework and instruction. (58) Retail newsstand, books, greeting cards. (59) Retail office supplies. (60) Retail optical and medical supplies. (61) Retail package liquors. (62) Retail pet stores. (63) Retail picture framing. (64) Retail sporting goods, toy stores. (65) Retail trophy stores. (66) Self-moving operation. (67) Retail shoes,</p>
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	(33) Outdoor amusements (golf courses, batting cages, driving ranges, etc.) (34) Passive and active recreational facilities. (35) Pawnshops. (36) Personal services (barber shops, fitness clubs, etc.). (37) Pest control services. (38) Photocopying and duplicating services. (39) Printing and publishing. (40) Recreational vehicle park.	luggage, and leather products. (68) Sign shops. (69) Social, fraternal and recreational clubs and lodges, including assembly halls. (70) Studies for photography, music, art, drama, voice. (71) Tailoring. (72) Towing, wrecking, and recovery services. (73) Trailer sales and service. (74) Veterinary services, including veterinary hospitals. (75) Warehouses, mini-warehouses, or self-storage facilities. (76) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.
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SECTION 8. Section 10-6.673(14) of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “BC-1 Bradfordville commercial auto-oriented district” is hereby amended to read as follows:

Sec. 10-6.673. - BC-1 Bradfordville commercial auto-oriented district. Sec. 10-6.673. - BC-1 Bradfordville commercial auto-oriented district.

* * *

14. Variance Procedure:

Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to ~~division 8~~ Article I of the Leon County Land Development Code: subsections 5, 6, 7, 8, 10(c) and 11.

* * *

SECTION 9. Section 10-6.675.10 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville commercial services district” is hereby amended to read as follows:

Sec. 10-6.675. - BCS Bradfordville commercial services district.

* * *

10. Signs:

All signs within the ~~BC-2~~ BCS district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the ~~BC-2~~ BCS district shall conform to the following minimum guidelines:

* * *

SECTION 10. Section 10-6.676.2 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville office-residential district” is hereby amended to read as follows:

Sec. 10-6.676. - BOR Bradfordville office residential district.

PERMITTED USES		
1. District Intent	2. Principal Uses	3. Accessory Uses
The BOR district is intended to be located in areas designated Bradfordville mixed use in the future land use map of the Comprehensive Plan and shall apply to lands within the Bradfordville commercial center district. The intent of the BOR district is to implement the Bradfordville Study Area goals. Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BOR district is intended to be located in areas where employment and residential uses are encouraged to locate in close proximity to one another. The provisions of the BOR	(1) Bed and breakfast inns up to a maximum of 6 rooms. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, elementary, middle schools, and high schools. Vocational schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (4) Day care centers. (5) Medical and dental offices and services, laboratories, and clinics. (6) Mini-warehouses (see subsection 14 <u>15</u>).	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

<p>district are intended to provide the district with a residential character to further encourage this mixing of uses at a compatible scale. A variety of housing types, compatible non-retail activities of moderate intensity and certain community facilities related to office or residential facilities (recreational, community services, and light infrastructure) may be permitted in the BOR district. The maximum gross density allowed for new residential development in the BOR district is 8 dwelling units per acre. The access management standards set forth in for the BOR district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BOR shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BOR district. Expansions of the BOR district are prohibited in viable residential areas.</p>	<p>(7) Non-medical offices and services, including business and government offices and services. (8) Nursing homes and other residential care facilities. (9) Passive and active recreational facilities. (10) Personal services. (11) Single-family attached dwellings. (12) Single-family detached dwellings. (13) Studios for photography, music, art, dance, drama, and voice. (14) Two-family dwellings. (15) Veterinary services, including veterinary hospitals.</p>	
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SECTION 11. Section 10-6.803(4)(c) of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Accessory uses" is hereby amended to read as follows:

Sec. 10-6.803. - Accessory uses.

* * *

(4) *Standards for detached accessory dwelling units:*

- a. Freestanding or detached accessory dwelling units shall be allowed in conjunction with any principal residential use.
- b. A detached dwelling unit accessory to a single-family residential structure shall not exceed 800 square feet nor five percent of the total lot or parcel area.
- c. A detached dwelling unit accessory to a single-family residential structure shall be constructed utilizing similar architectural features as utilized for the design and construction of the principal structure. This provision shall not be construed so as to limit ~~an attached~~ a detached accessory dwelling unit from having its own entryway, porch, or to limit the quantity or location of window space.
- d. A detached dwelling unit accessory to a single-family residential structure shall be setback a minimum distance equal to the applicable minimum rear and side yard setbacks established by the zoning district in which it is located, except that within the residential preservation zoning district, any detached dwelling unit accessory to a single-family residential structure shall be no less than 105 percent of the applicable minimum side yard setback and 110 percent of the applicable minimum rear yard setback for principal residential structures.
- e. Within the lake protection and the residential preservation zoning districts and overlays, detached accessory dwelling units are subject to the following restrictions:
 - i) As a component of a new site and development plan reviewed and approved pursuant to article VII, division 4:

<i>Zoning District</i>	<i>Minimum Lot Size</i>
Lake Protection	3.0 acres
Residential Preservation	0.3 acres (inside U.S.A.) 3.0 acres (outside U.S.A.)

- ii) In conjunction with a previously developed, existing single-family detached dwelling:

<i>Zoning District</i>	<i>Minimum Lot Size</i>
Lake Protection	3.0 acres
Residential Preservation	1.0 acres (inside U.S.A.) 3.0 acres (outside U.S.A.)

* * *

SECTION 12. Section 10-6.806 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Community Services and facilities/institutional uses" is hereby amended to read as follows:

Sec. 10-6.806. - Community services and facilities/institutional uses.

- 1
2 (a) *Purpose and intent.* The intent of this section is to establish regulations, requirements, and standards
3 for land uses and activities conducted for the public welfare. The location of community services and
4 facilities/institutional uses shall be consistent with the Comprehensive Plan.

5 This section is intended to address uses, facilities, and structures ~~necessary for the health, safety, and~~
6 ~~welfare of the general public~~, that are not typically provided for profit by private individuals and
7 establishments. This section establishes public notice requirements for the establishment of any
8 proposed community services and facilities/institutional uses as well as for the expansion or redesign
9 of any such existing uses or facilities, and provides for public participation in this process. This
10 section promulgates standards to ensure that the location of community services and
11 facilities/institutional uses is ~~as unlikely to be incompatible~~ compatible as practicable with
12 surrounding land uses and activities and to ensure that all such facilities or structures are designed to
13 minimize negative impacts upon the surrounding properties.

14
15 * * *

- 16
17 (g) *Special requirements for community services and facilities/institutional uses that may cause air*
18 *pollution.* Any new or expanded portion of a coal burning utility, ~~asphalt plant~~, resource recovery
19 facility or other potential point source of air pollution required by law to obtain an air pollution permit
20 from the state department of environmental regulation or the United States Environmental Protection
21 Agency shall be required to utilize the best available control technology and shall be subject to site
22 plan review by the Board of County Commissioners.

23
24 * * *

25
26 **SECTION 13.** Section 10-7.402 of Article VII of Chapter 10 of the Code of Laws of Leon County,
27 Florida, entitled "Development review and approval system" is hereby amended to read as follows:
28

29 **Sec. 10-7.402. - Development review and approval system.**
30

31 * * *

- 32
33 (j) *Limitation on degree of site and development plan review level reduction.* The incentives
34 provided above may be used to reduce what would otherwise be a Type C site and
35 development plan application to a Type B or Type A site and development plan
36 application, to reduce what would otherwise be a Type B site and development plan
37 application to a Type A site and development plan application, and a Type A site and
38 development plan application to an administrative streamlined application. Modifications
39 (a)—(f) shall not be applicable to any Type D application, including those establishing a
40 planned unit development concept plan, or for development of regional impact, or Florida
41 quality development.

Review Level	Zoning District → Type of use ↓	R, UF, LTR/UF	RC, WC	RP, RA, OS	LP	R-1, R-2, R-3, R-4, R-5	MH	BOR, OR-1, OR-2, C-1, BC-1, BC-2, BCS	MCR, MCN, LPN	NBO	I, M-1	OR-3, CM, MR-1, C-2, CP, IC, UP-1, UP-2, OA-1, M-1, PD, PUD, and DRI	AC
Administrative Streamlined	Residential	≤2 dwellings or lots for dwellings		≤2 dwellings or lots for dwellings		≤2 dwellings or lots for dwellings		≤2 dwellings or lots for dwellings			≤N/A	≤2 dwellings or lots for dwellings	
	Nonresidential	See Note**		N/A	Limited expansions See Note**; only for lawfully established existing uses	N/A	See Note**	See Note**	See Note**	See Note**	≤9,999 gross building, square feet	See Note**	
	Institutional	See Note**		See Note**		See Note**		See Note**				See Note**	
Type A	Residential	≤10 dwellings		3—14 dwellings		≤24 dwellings	Addition of ≤99 dwellings to an existing MH Park	≤34 dwellings		≤24 dwellings	N/A	≤299 dwellings	≤499 dwellings
	Nonresidential	≤14,999 gross building square feet	≤49,999 gross building square feet	N/A	[PUD (Type D) required] Expansion of lawfully established existing use by ≤5,000 square feet gross building area no greater than; or, an increase in total impervious surface area on the subject parcel of ≤15 percent	N/A	N/A	≤19,999 gross building square feet		≤9,999 gross building square feet	10,000—39,999 gross building square feet	≤49,999 gross building square feet	≤149,999 gross building square feet
	Institutional	≤14,999 gross building square feet	≤49,999 gross building square feet	Expansion of existing use by ≤5,000 square feet gross building area no greater than; or, an increase in total impervious surface area on the subject parcel of ≤15 percent	[PUD (Type D) required] Expansion of lawfully established existing use by ≤5,000 square feet gross building area no greater than; or, an increase in total impervious surface area on the subject parcel of ≤15 percent	Expansion of existing use by ≤5,000 square feet gross building area no greater than; or, an increase in total impervious surface area on the subject parcel of ≤15 percent	Expansion of existing use by ≤5,000 square feet gross building area no greater than; or, an increase in total impervious surface area on the subject parcel of ≤15 percent	≤19,999 gross building square feet		≤9,999 gross building square ft.	10,000—39,999 gross building square feet	≤49,999 gross building square feet	≤149,999 gross building square feet
Type B Review Level	Residential	11—74 dwellings		15—99 dwellings		25—149 dwellings	Addition of 100—199 dwellings to an existing mhp	35—199 dwellings	35—74 dwellings	25—49 dwellings	N/A	300—449 dwellings	500—649 dwellings
	Nonresidential and Institutional	15,000—149,999 gross building square feet	50,000—99,999 gross building square feet	New use of ≤5,000 square feet gross building area; expansion of existing use by ≤7,500 square feet gross building area; or, an increase in total impervious surface area on the subject parcel of ≤25 percent	[PUD (Type D) required] Expansion of lawfully established existing use by ≤7,500 square feet gross building area; or, an increase in total impervious surface area on the subject parcel of ≤25 percent	New use of ≤5,000 square feet gross building area; expansion of existing use by ≤7,500 square feet gross building area; or, an increase in total impervious surface area on the subject parcel of ≤25 percent	New use of ≤5,000 square feet gross building area; expansion of existing use by ≤7,500 square feet gross building area; or, an increase in total impervious surface area on the subject parcel of ≤25 percent	20,000—179,999 gross building square feet	20,000—79,999 gross building square feet	10,000—59,999 gross building square feet	40,000—249,999 gross building square feet	50,000—249,999 gross building square feet	150,000—499,999 gross building square feet
Type C	Residential	75 dwellings—DRI threshold	75 dwellings—DRI threshold	100 or more dwellings—DRI threshold*		150 dwellings—DRI threshold*	Establishment of a new manufactured home park; addition of 200 or more dwellings to an existing mhp, not to exceed—DRI threshold*	200 dwellings—DRI threshold	75 dwellings—DRI threshold	50 dwellings—DRI threshold	N/A	450 dwellings—DRI threshold	650 dwellings—DRI threshold
	Nonresidential and Institutional	150,000 gross building square—DRI threshold	100,000 gross building square feet—DRI threshold	Any development in excess of Type B level, not determined to be a PUD or DRI	[PUD (Type D) required] New institutional use or expansion of a lawfully established non-residential use greater than 7,500 gross square feet	Any development in excess of Type B level, not determined to be a PUD or DRI		180,000 gross building square feet—DRI threshold	80,000 gross building square feet—DRI threshold	60,000 gross building square feet—DRI threshold	250,000 gross building square feet—DRI threshold	250,000 gross building square feet—DRI threshold	500,000 gross building square feet—DRI threshold
Type D	Residential	Generally, Any Development determined to be a DRI or FQD*		Generally, Any Development determined to be a DRI or FQD*		Generally, Any Development determined to be a DRI or FQD*		Generally, Any Development determined to be a DRI or FQD*			N/A	Generally, Any Development determined to be a DRI or FQD*	
	Nonresidential and Institutional	Any Development determined to be a DRI or FQD		N/A	Any nonresidential development Optional	N/A		Any Development determined to be a DRI or FQD				Any Development determined to be a DRI or FQD	

1

*Generally, in Leon County, a development of 2,000 or more dwellings is presumed to be a DRI or FQD. The Florida Statutes and Florida Administrative Code establish a variety of exceptions.

2

**Administrative Streamlined Application Process (ASAP) limited to applications proposing one or more of the following: Gross building area of no greater than 1,000 square feet; or, an increase in total impervious surface area on the subject parcel of no greater than

3

one ten percent.

4

* * *

SECTION 14. Section 10-7.502(c) of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “General layout and design standards” is hereby amended to read as follows:

Sec. 10-7.502. - General layout design standards.

* * *

- (c) No direct driveway access shall be permitted to a canopy road or, inside the urban service area, to a major collector or arterial roadway from any newly created residential subdivision lot, unless a variance is granted by the county. New residential lots created pursuant to subsection 10-6.617(a)(4) may have direct driveway access to a major collector or arterial roadway as long as the adverse impacts to the transportation network are mitigated as provided in subsection 10-6.617(a)(4).

* * *

SECTION 15. Section 10-7.507(d) of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Additional guidelines for nonresidential development” is hereby amended to read as follows:

Sec. 10-7.507. - Additional guidelines for nonresidential development.

- (a) Parcels and proposed lots shall be suitable in area and dimensions to the types of nonresidential development proposed.
- (b) Street rights-of-way and pavement shall be adequate to accommodate the type and volume of traffic anticipated to be generated thereupon.
- (c) Off-street parking and off-street loading facilities shall be located to avoid hazardous automotive and pedestrian traffic patterns and ensure access by emergency vehicles.
- (d) Every effort shall be made to ~~protect~~ prevent off-site impacts of the development on neighboring land uses and environmentally sensitive areas.

SECTION 16. Section 10-7.522(1)(5) of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Buffer zone standards” is hereby amended to read as follows:

Sec. 10-7.522. - Buffer zone standards.

* * *

(5) The foregoing standards shall be applied between abutting parcels as follows:

BUFFERING AND SCREENING REQUIREMENTS																								
EXISTING DEVELOPMENT		PROPOSED DEVELOPMENT Land Use Code Number																						
		NONURBAN			RESIDENTIAL					COMMERCIAL					OFFICE USES				INDUSTRIAL				COMMUNITY SERVICE FACILITIES AND INSTITUTIONAL USES	
L/U Code Number	Land Use Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
	NONURBAN LAND USES																							
1	Agriculture	NR	NR	NR	A	A	A	A	A	N R	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	A	
2	Commercial forestry	NR	NR	NR	A	A	A	A	A	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	A	
3	Mining	NR	NR	NR	D	D	D	D	D	B	B	B	B	B	C	C	C	C	B	C	NA	B	D	
	RESIDENTIAL LAND USES																							
4	Single-family detached	NR	NR	D	A ¹	A	B	B	C	B	C	C	D	B	A	B	A	B	C	D	D	D	D ²	
5	Two-family, attached; duplexes	NR	NR	D	A	NR	B	B	B	B	C	C	D	B	A	B	A	B	C	D	D	D	D ²	
6	Townhouse; single-family attached	NR	NR	D	B	B	NR	B	C	B	C	C	D	B	A	B	A	B	C	C	D	D	D ²	
7	Multifamily	NR	NR	D	B	B	B	NR	C	B	B	C	C	B	A	B	A	B	C	D	D	D	D ²	
8	Manufactured mobile home park	NR	NR	D	B	B	B	C	NR	B	B	C	C	B	A	B	A	B	C	D	D	D	D ²	
	COMMERCIAL LAND USES																							
9	<20,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	N R	NR	NR	A	NR	NR	B	B	C	B	B	
10	20,000—100,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	N R	NR	NR	B	NR	NR	B	B	C	B	B	
11	100,000—200,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	N R	NR	NR	B	NR	NR	B	B	C	B	B	
12	200,000—1,000,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	N R	NR	NR	C	NR	NR	B	B	C	B	B	
13	Retail w/outside storage, not withstanding square feet	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	A	NR	C	C	A	B	
	OFFICE AND PERSONAL SERVICES LAND USES																							
14	Minor offices	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	NR	NR	NR	B	B	C	B	B	
15	Office park	NR	NR	B	B	B	B	B	B	A	B	B	C	B	NR	NR	NR	NR	B	B	C	B	B	
	Office buildings																							
16	Personal services	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	NR	NR	NR	B	B	C	B	B	
17	Major	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	NR	NR	NR	A	B	C	B	B	
	HEAVY COMMERCIAL/INDUSTRIAL LAND USES																							
18	Warehousing/distribution	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	A	NR	A	C	A	B	
19	Light industrial	NR	NR	C	D	D	D	D	D	B	B	B	B	B	B	B	A	B	A	NR	C	A	B	
20	Heavy industrial/heavy infrastructure	NR	NR	NA	D	D	D	D	D	C	C	C	C	C	C	D	B	C	B	C	NR	B	B	
21	Transportation/ utilities	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	B	A	C	B	NR	B	
	COMMUNITY SERVICE FACILITIES AND INSTITUTIONAL USES																							
22	Elementary and/or secondary schools	<u>NR</u>	<u>NR</u>	<u>D</u>	<u>D²</u>	<u>D²</u>	<u>D²</u>	<u>D²</u>	<u>D²</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	<u>B</u>	NR

KEY: A, B, C, and D indicate accompanying Landscape Standards that must be used.
NR indicates that no buffering is required.
¹ indicates that no buffering is required, except when the proposed development is adjoining a single-family detached dwelling unit located within the RP zoning district, whereupon, the proposed development must provide buffering meeting no less than the Type A landscape standard.
² indicates that a 10 foot Type “B” buffer with an 8 foot (height) opaque wooden fence may be utilized as an alternative for a required Type “D” buffer. Expansions to existing schools that do not qualify for a major modification, pursuant to Section 10-7.411, shall not be subject to the buffer zone standards.

NOTES: To determine the required buffer:
1) Locate "Existing" adjacent use on left side of table;
2) Locate "Land Use Code Number" of proposed use at top of table;
3) Read down in row of Existing Adjacent Use in final buffer requirement.

SECTION 17. Section 10-7.545(a) of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Number of off-street parking spaces” is hereby amended to read as follows:

Sec. 10-7.545. - Number of off-street parking spaces.

- (a) The standard number of off-street parking spaces required for specific land uses is established in schedule 6-2, below. The actual number of parking spaces provided in association with any proposed use may, at the developer's discretion, be equivalent to a range of number of parking spaces based upon the zoning district in which the development is located, pursuant to the following table:

Zoning District	Allowed Number of Parking Spaces
R, UF, LTRUF, RC, WC, LP, RP, RA, OS, OA-1	95%—100% of standard in schedule 6-2; up to 5% may be allowed over the standard, but shall be of an approved pervious material.
R1, R2, R3, R4, R5, OR-1, MH, MRC <u>MCR</u>	85%—100% of standard in schedule 6-2; up to 10% may be allowed over the standard, but shall be of an approved pervious material.
OR-2, MR-1, C-1, BC-1, BOR, M-1, I, MRCN <u>MCN</u> , NBO	80%—100% of standard in Schedule 6-2; up to 15% may be allowed over the standard, but shall be of an approved pervious material.
AC, BC-2, BCS, OR-3, CM, C- 2, CP, IC, UP-1, UP-2, <u>LPN</u>	75%—100% of standard in schedule 6-2; up to 15% may be allowed over the standard, but shall be of an approved pervious material.
DRI, PUD	Development-specific schedule to be included in approved development application.

* * *

SECTION 18. 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 19. 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 20. Effective date. This ordinance shall be effective according to law.

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

4
5 LEON COUNTY, FLORIDA
6

7
8 BY: _____
9 JOHN DAILEY, CHAIRMAN
10 BOARD OF COUNTY COMMISSIONERS
11

12
13 ATTEST:
14 GWEN MARSHALL, CLERK OF THE COURT
15 AND COMPTROLLER
16 LEON COUNTY, FLORIDA
17

18
19 BY: _____
20

21 APPROVED AS TO FORM:
22 LEON COUNTY ATTORNEY'S OFFICE
23

24
25 BY: _____
26 HERBERT W.A. THIELE, ESQ.
27 COUNTY ATTORNEY
28

Section #	Proposed Code Amendment Section Title	Land Development Code Sections Affected	Description of Proposed Changes	Explanation
1	Definitions	10-1.101	Update the definition of Agritourism and the definition of Community Services	The state has updated their definition of Agritourism; therefore, the County is revising this to ensure consistency. The definition of community services shall read "community services or community facilities" and shall include museums as an example of a community service or community facility that provides services directly to the general public.
2	Variations and Modifications	10-2.347(c)	Misspelling of "fee"	Updating to correct the term "free" to reflect the correct spelling of " <u>fee</u> "
3	Vested Rights	10-6.111(c)	Misspelling of "conform"	Updating to correct the term "confirm" with the correct spelling of " <u>conform</u> "
4	Lake Protection	10-6.616(9)(2)(b)	Clarify reserve area provision	Updating this section to clarify that the reserve area provisions for clustered subdivisions need to be adjacent to other reserve or open space areas <u>to the greatest extent practicable</u> .
5	Residential Preservation	10-6.617(a)(4)	Misspelling of "from"	Updating to correct the term "form" with the correct spelling of " <u>from</u> "
6	Commercial Site Location Standards	10-6.619(a)	Removal of Residential Preservation from the list of zoning districts	Revising this section to correct the list of zoning districts that the commercial site location standards apply to. Residential Preservation does not allow commercial activities.
7	Commercial Parkway District	10-6.649.2	Move use #27 to next line	Revising the chart to relocate principal use #27 to the next line.
8	BC-1 Bradfordville commercial auto-oriented district	10-6.673(14)	Correct the reference to deviations	This subsection incorrectly refers to "division 8" for the regulations pertaining to deviations. This should be corrected to reference Article I of the LDC.
9	Bradfordville Commercial Services District	10-6.675(10)	Correct the reference to the BC-2 district	Revising subsection 10 to amend the reference to BC-2 to correctly refer to BCS.
10	Bradfordville Office-Residential District	10-6.676(2)	Correct the citation under use #6	Revising the citation listed under use #6. The citation should read "see subsection <u>15</u> ". <i>There is no subsection 16.</i>

11	Accessory uses	10-6.803(4)(c)	Correct the reference from attached to detached	Revising this section to correct the reference to "...an attached accessory dwelling unit..." to "... <u>a detached</u> accessory dwelling unit..."
12	Community Services and facilities/institutional uses	10-6.806(a) and (g)	Clarify the intent and update special requirements section	Revisions to this section are necessary to clarify the intent in subsection (a) and to remove an "asphalt plant" as a community service or community facility use in subsection (g).
13	Development Review and Approval System	10-7.402; Table 10-7.1	<ul style="list-style-type: none"> • Amend LP review threshold • Revise the table to include LP Node • Revise the table to relocate M-1 into the same section as Industrial • Correct footnote "****" 	Revising the development review chart to amend LP review thresholds to be consistent with new LP standards; include the LP Node zoning district; move the M-1 (Light industrial) district to the Industrial district section for consistency; correct the ** footnote to state "...no greater than <u>10 percent</u> ".
14	General Layout and Design Standards	10-7.502(c)	Grammatical correction to include "to"	Revising this section to correct the last sentence of subsection (c) to state "New residential lots created pursuant <u>to</u> subsection..."
15	Additional Guidelines for nonresidential development	10-7.507(d)	Replace the word "protect" with the word "prevent"	Revising this section to correctly state that "Every effort shall be made to <u>prevent</u> off-site impacts.."
16	Buffer Zone Standards	10-7.522(1)(5)	Include buffer standards for proposed development adjacent to community services	Revise the buffer standards chart to include standards for proposed developments adjacent to existing community services.
17	Number of off-street parking spaces	10-7.545(a)	Parking chart does not include LPN; incorrect abbreviations used for Mahan Corridor Node and Mahan Corridor Ring	With the inclusion of the Lake Protection Node (LPN) last year, the LPN district needs to be identified in the parking standards chart. Also, the Mahan Corridor Node and Mahan Corridor Ring are incorrectly identified in the chart: MRC will be replaced with <u>MCR</u> ; MRCN will be replaced with <u>MCN</u>


Leon County
Board of County Commissioners
Notes for Agenda Item #19

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of a Resolution in Support of a Grant Application to Construct Sidewalks on Three County Maintained Roads

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

Fiscal Impact:

This item is associated with a grant. There are no match requirements associated with the grants. If awarded, FDOT will reimburse the County 100% of the cost of design, construction and construction inspection.

Staff Recommendation:

Option #1: Adopt the Resolution in support of a Grant Application to construct sidewalks on Lakeshore Drive between Mays Road and Litchfield Road, Westway Road between Crawfordville Highway and Capital Circle Southwest, and Chaires Cross Road between Green Oak Drive and Boykin Road (Attachment #1), and authorize the Chairman to execute.

Report and Discussion

Background:

This agenda item seeks Board approval of the attached Resolution (Attachment #1), which is a requirement for the County to apply for the Florida Department of Transportation's Safe Routes to School grant funding. If awarded, the funds would not be available until FY 2019. The State provides 100% of the cost of design, construction and construction inspection.

In September 2016, staff received the call for applications for Safe Routes to School Applications from the Florida Department of Transportation for FY 2019 Federal funding.

The FDOT grant criteria require that for a sidewalk to be considered a Safe Route to School (SRTS) it must be on the list adopted by the Capital Region Transportation Planning Agency Board (CRTPA). As part of CRTPA agenda Item 5C, the three proposed segments of sidewalk being recommended to apply for the grant funding were included in the list adopted at the September 15, 2014 CRTPA Board meeting.

Analysis:

According to Leon County Policy No. 13-1 "Sidewalk Eligibility Criteria and Implementation", all projects within a given Priority Tier level shall be given equal priority with respect to funding and development activities. All Tier 1 projects shall be programmed through construction prior to staff beginning work on Tier 2 projects. However, the SRTS grants, if awarded will not become available for at least three more years. Staff anticipates that all Tier 1 SRTS Projects will be programed through construction prior to realization of the FDOT SRTS Grant funding. Considering the timing of funding availability, the following projects are selected from the Tier 2 group of the Board approved Sidewalk Program Prioritization List:

- Lakeshore Drive between Mays Road and Litchfield Road
- Westway Road between Capital Circle Southwest and Crawfordville Highway
- Chaires Cross Road between Green Oak Drive and Boykin Road

The proposed sidewalk along Lakeshore Drive will be located on the east side of the roadway extending approximately 3,454 linear feet between Mays Road and Litchfield Road (Attachment #2). It will connect to a future sidewalk along Mays Road between Sharer Road and Lakeshore Drive. This sidewalk will extend the existing network of sidewalks that provides safe pedestrian passage to Sealey Elementary School.

The proposed sidewalk along Westway Road will be located on the north side of the roadway extending approximately 3,751 linear feet between Capital Circle Southwest and Crawfordville Highway (Attachment #3). The proposed sidewalk will provide the surrounding neighborhoods a safe means of pedestrian access to Oakridge Elementary School.

The proposed sidewalk along Chaires Cross Road will be located on the west side of the roadway extending approximately 1,630 linear feet between Green Oak Drive and Boykin Road

(Attachment #4). The proposed sidewalk will extend the existing sidewalk along Chaires Cross Road that provides safe passage to Chaires Capitola Community Center and Chaires Elementary School from surrounding neighborhoods.

There are no match requirements associated with the grants. If awarded, FDOT will reimburse the County 100% of the design, construction and construction inspection costs. A grant agreement to accept funds will come back to the Board for approval if the County is awarded the SRTS Grant.

Options:

1. Adopt the Resolution in support of a Grant Application to construct sidewalks on Lakeshore Drive between Mays Road and Litchfield Road, Westway Road between Crawfordville Highway and Capital Circle Southwest, and Chaires Cross Road between Green Oak Drive and Boykin Road (Attachment #1), and authorize the Chairman to execute.
2. Do not adopt the Resolution in support of a Grant Application to construct sidewalks on Lakeshore Drive between Mays Road and Litchfield Road, Westway Road between Crawfordville Highway and Capital Circle Southwest and Chaires Cross Road between Green Oak Drive and Boykin Road.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution
2. Location Map – Lakeshore Drive
3. Location Map – Westway Road
4. Location Map – Chaires Cross Road

RESOLUTION: 2016-_____

A RESOLUTION BY LEON COUNTY, FLORIDA IN SUPPORT OF A GRANT
APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR
CONSTRUCTION OF A SAFE ROUTE TO SCHOOLS (SRTS) SIDEWALK
IMPROVEMENT PROJECT ON LAKESHORE DRIVE, WESTWAY ROAD AND CHAIRES
CROSS ROAD

WHEREAS, the Leon County Board of County Commissioners seeks to increase the number of children who safely walk or bicycle to school; and

WHEREAS, Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law on July 6, 2012 providing a funding source for SRTS activities; and

WHEREAS, this support is consistent with the Capital Regional Transportation Planning Agency (CRTPA), Florida Department of Transportation, and MAP-21 policies.

WHEREAS, the proposed sidewalk on Lakeshore Drive between Mays Road and Litchfield Road will provide the neighborhood on the north side of Lakeshore Drive to have a safe means of pedestrian access to Sealey Elementary School.

WHEREAS, the proposed sidewalk on Westway Road between Capital Circle Southwest and Crawfordville Highway will provide the surrounding neighborhoods a safe means of pedestrian access to Oakridge Elementary School.

WHEREAS, the proposed sidewalk on Chaires Cross Road between Green Oak Drive and Boykin Road will provide the surrounding neighborhoods safe pedestrian passage to Chaires Capitola Community Center and Chaires Elementary School.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The Board of County Commissioners hereby authorizes the County to submit an application for a Florida Department of Transportation Sidewalk Construction Grant and expresses a willingness to enter into a Memorandum of Agreement between Leon County, Florida and the Florida Department of Transportation if said grant is awarded.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the 13th day of December 2016.

LEON COUNTY, FLORIDA

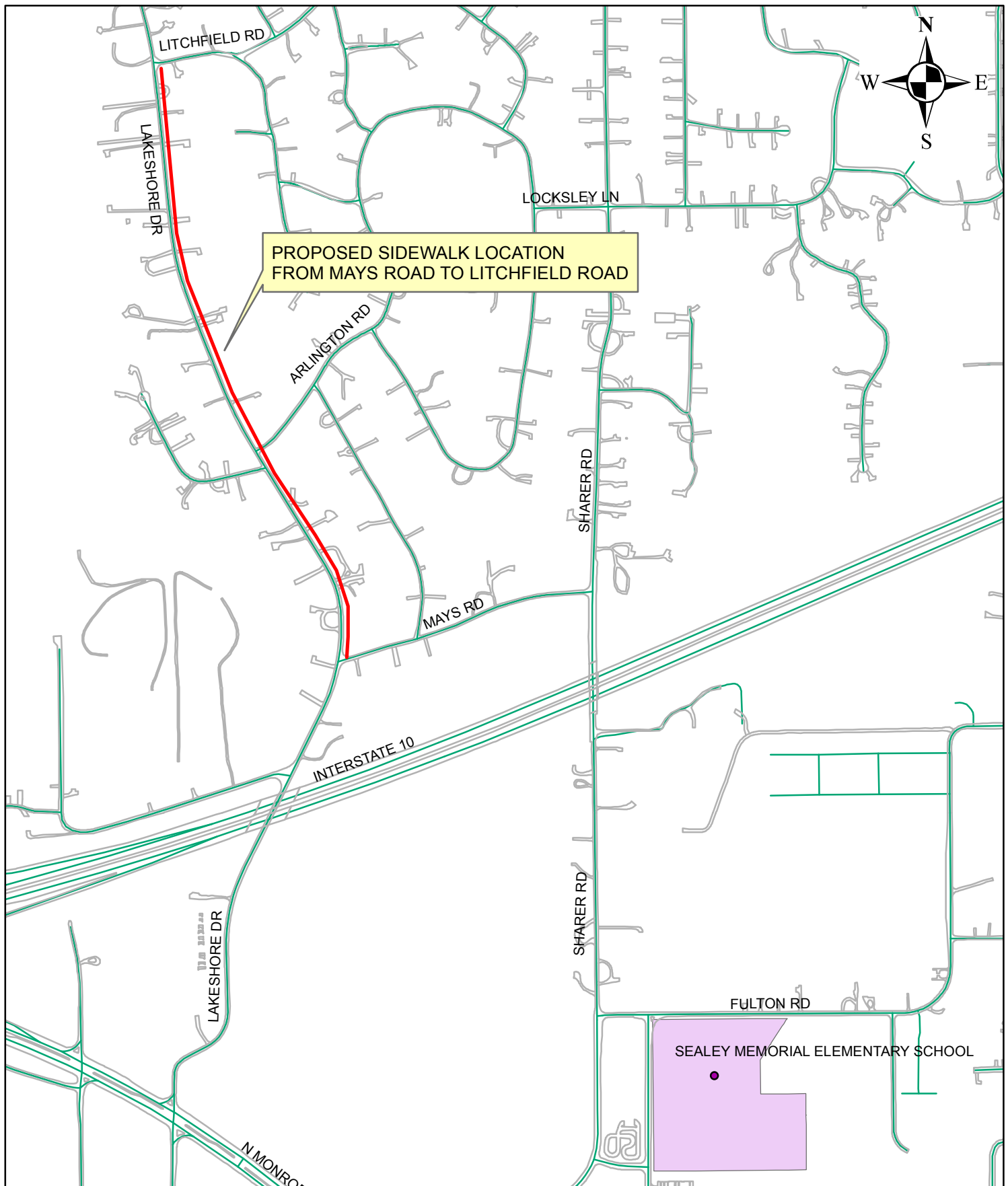
By: _____
John E. Dailey, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Circuit Court and Comptroller
Leon County, Florida

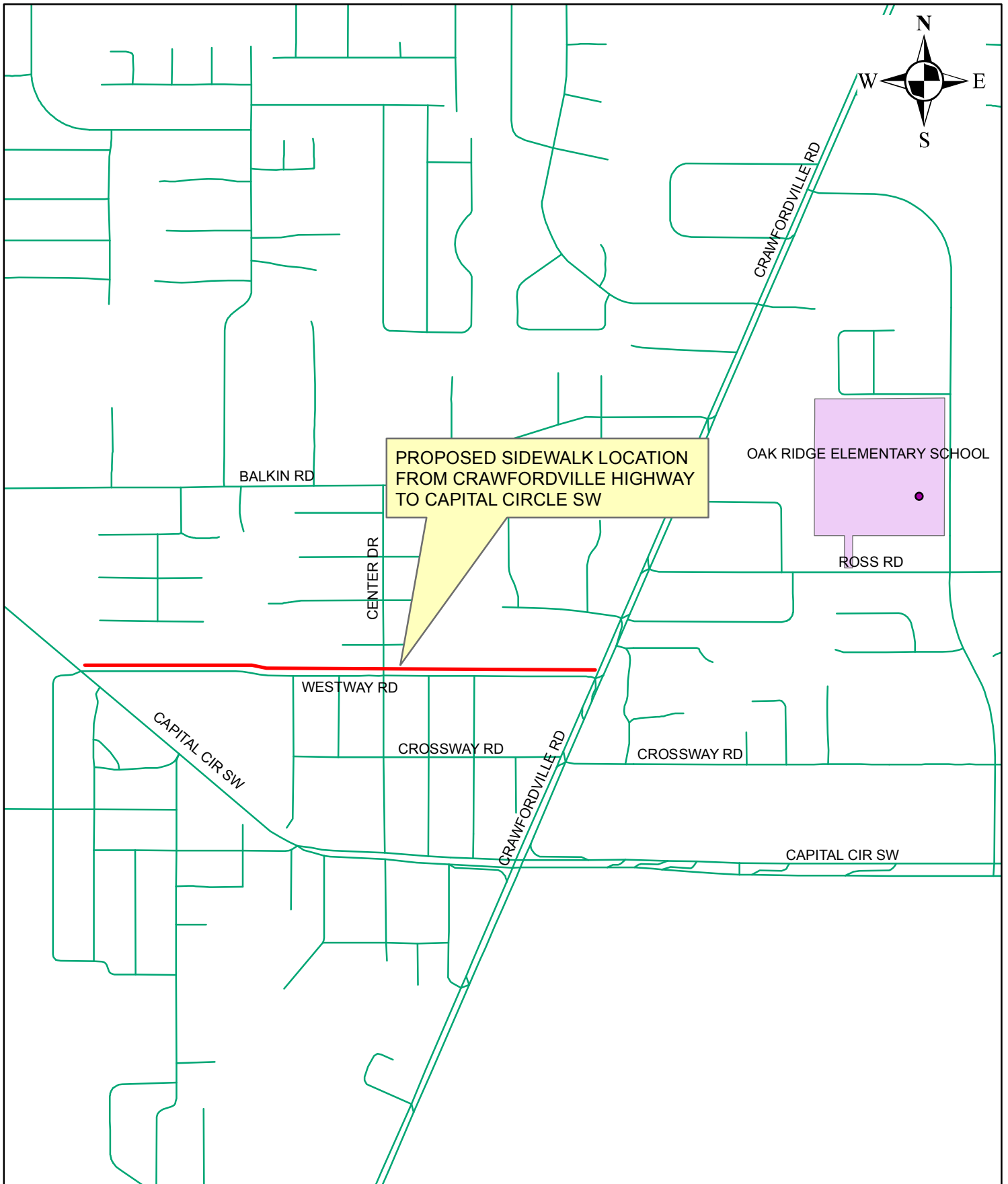
By: _____

Approved as to Form:
Leon County Attorney's Office

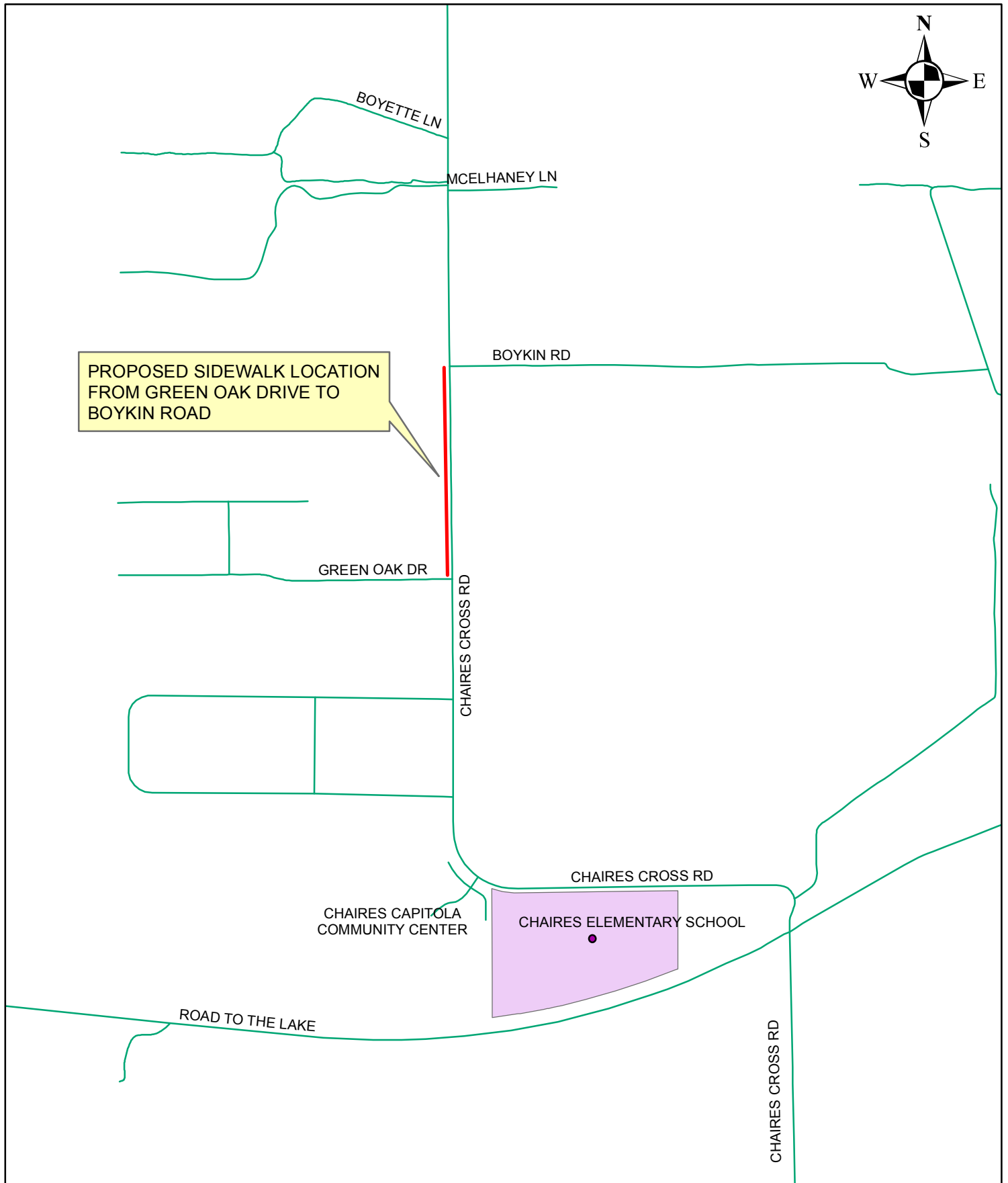
By: _____
Herbert W.A. Thiele, Esq.
County Attorney



**PROPOSED LAKESHORE DRIVE SIDEWALK BETWEEN
MAYS ROAD AND LITCHFIELD ROAD
LOCATION MAP**



**PROPOSED WESTWAY ROAD SIDEWALK BETWEEN
CRAWFORDVILLE HIGHWAY AND CAPITAL CIRCLE SW
LOCATION MAP**



**PROPOSED CHAIRES CROSS ROAD SIDEWALK
BETWEEN GREEN OAK DRIVE AND BOYKIN ROAD
LOCATION MAP**

**Leon County
Board of County Commissioners**

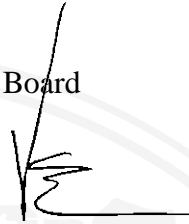
Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Update on the BP Settlement Funding to Enhance Marquee Concerts at the Capital City Amphitheater

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Kerri L. Post, Director of Tourism Development Chris Holley II, Assistant to the Director

Fiscal Impact:

This item has no fiscal impact to the County as the funds referenced in this item have already been contemplated in the FY 17 budget.

Staff Recommendation:

Option #1: Accept the status update on the BP settlement funding to enhance marquee concerts at the Capital City Amphitheater.

Report and Discussion

Background:

This item seeks to provide the Board with a status update regarding BP funds used to enhance marquee concerts at Capital City Amphitheater.

At the December 7, 2015 Annual Retreat, the Board approved the utilization of the BP oil spill settlement to pursue programming for the Capital City Amphitheater to subsidize and/or enhance concerts by featuring well-known headlining artists and events that would otherwise be viewed as cost prohibitive. For this purpose, the Board set aside \$160,000 of the \$746,692 in BP settlement funds. A portion of the settlement funds (\$586,692) were allocated to identify design concepts and cost estimates for weatherproofing the stage and electrical systems, covering the permanent seating sections, all of which should contemplate sound mitigation elements to further alleviate neighborhood concerns. Blueprint staff is working with Tourism Development and the STAGE Committee to bring options back to the Board in the spring of 2017.

Allocating BP funds to support marquee events aligns with the Board's strategic initiative to grow the tourism economy by being a regional hub for sports and cultural activities. During the STAGE Committee's May 9, 2016 meeting, the Committee approved a programming strategy to utilize up to \$40,000 of the BP monies per event to enhance four community festivals over the subsequent two years that have also been approved for the County's Tourism Signature Event Grant Program to attract visitors to the area. The goal has been to host marquee concerts in the fall and spring seasons that are directly tied to festivals/events already vetted by the Tourist Development Council and supported by Tourist Development Tax grant funds, such as Word of South and the Florida Jazz and Blues Festival.

On May 24, 2016, the Board accepted the STAGE Committee's programming strategy to utilize up to \$40,000 of the BP settlement funds, per event, to enhance community festivals approved for Signature Event Grant funding through marquee concerts featuring well-known headlining artists that may otherwise be viewed as cost prohibitive (Attachment #1).

Analysis:

The first inaugural Florida Jazz and Blues Festival took place Friday, September 23 through Sunday, September 25, 2016 with the support of \$40,000 from the BP settlement and \$42,500 in Tourism Signature Event Grant funds. The three day festival featured international artists such as Freddy Cole and The Count Basie Orchestra. The BP funds assisted in making the 2016 Festival open and available to the community, by providing free shows from 12:30 p.m. – 3:30 p.m. on both Saturday and Sunday. To date, \$40,000 of the \$160,000 in BP funds has been used to support concerts associated with multiday community festivals at the Capital City Amphitheater.

Signature Event Grant applications for 2017 were submitted to Tourism Development by the October 24, 2016 deadline and approved by the Tourist Development Council at its meeting on November 3, 2016. Both the Florida Jazz and Blues and Word of South Festivals were approved for \$45,000 each in Signature Event Grant funding for 2017. Both community festivals provide a seasonal balance to the County's investment in these outdoor activities and staff is currently working with Word of South event organizers to solidify talent for the 2017 spring event.

The table below outlines the approved general subsidy amount from the BP settlement and the Tourism Signature Event Grant funds, and the anticipated timeline for these festivals. The 2017 Word of South Festival is expected to be held the weekend of April 7-9th and staff is working with event organizers to secure performers. County support will include \$40,000 from the BP settlement and \$45,000 from the Tourism Signature Event Grant. The 2017 Florida Jazz and Blues Festival will be held again in the fall and event organizers anticipate announcing the festival dates about six months in advance. Like Word of South, County support for the Florida Jazz and Blues Festival will include \$40,000 from the BP settlement and \$45,000 from the Tourism Signature Event Grant.

Event	BP Settlement Event Subsidy	Tourism Signature Event Grant	Artists
Florida Jazz and Blues Festival (Sept. 23-25, 2016)	\$40,000	\$42,500	Freddie Cole The Count Basie Orchestra & many others
Word of South Festival (April 7-9, 2017)	\$40,000	\$45,000	TBD*
Florida Jazz and Blues Festival (Fall 2017)	\$40,000	\$45,000	TBD*
Word of South Festival (Spring 2018)	TBD. Up to \$40,000	TBD	TBD*

**Performers to be determined as part of the event planning process.*

**With the support of the STAGE Committee, Tourism Development contracts with a local promoter and allocates \$80,000 annually to book concerts at the Capital City Amphitheater to bring the highest quality product to the community. These concert funds are also made available, when financially prudent, to support these multiday community festivals with outstanding evening concerts.*

As directed by the Board, staff is also in the process of reviewing guidelines for a variety of grant programs available to all event organizers (not exclusive to concerts or festivals) in Leon County and a workshop has been scheduled for February 7, 2017 to review event funding programs and processes through Tourism Development.

Options:

1. Accept the status update on the BP settlement funding to enhance marquee concerts at the Capital City Amphitheater.
2. Do not accept the status update on BP funding to enhance marquee concerts at the Capital City Amphitheater.
3. Board direction.

Recommendation:

Option #1.

Attachment:


1. May 24, 2016 Agenda Item on the Programming Strategy to Utilize BP Settlement Funds to Enhance Marquee Concerts Associated with Multiday Community Festivals at the Capital City Amphitheater.

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

May 24, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the STAGE Committee's Programming Strategy to Utilize the BP Settlement Funds to Enhance Marquee Concerts Associated with Multiday Community Festivals at the Capital City Amphitheater.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director, Office of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Chris Holley, Assistant to the Director

Fiscal Impact:

This item has a fiscal impact. At the December 7, 2015 Annual Retreat, the Board approved the utilization of the BP oil spill settlement to pursue programming for the Capital City Amphitheater to subsidize and/or enhance concerts by featuring well-known headlining artists and events that would otherwise be viewed as cost prohibitive. For this purpose, the Board set aside \$160,000 of the \$746,692 in BP settlement funds (Attachment #2). Allocating BP funds to support marquee events aligns with the Board's strategic initiative to grow the tourism economy by being a regional hub for sports and cultural activities.

Staff Recommendation:

Option #1: Accept the STAGE Committee's programming strategy to utilize up to \$40,000 of the BP settlement funds, per event, to enhance community festivals approved for signature event funding through marquee concerts featuring well-known headlining artists that may otherwise be viewed as cost prohibitive and approve the resolution and budget amendment realizing the BP settlement funds (Attachment #1).

Title: Acceptance of the STAGE Committee's Programming Strategy to Utilize the BP Settlement Funds to Enhance Marquee Concerts Associated with Multiday Community Festivals at the Capital City Amphitheater.

May 24, 2016

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Report and Discussion

Background:

During the Board's Annual Retreat on December 7, 2015, the Board approved the utilization of the funding from the BP oil spill settlement funds (\$746,692) to create an economy opportunity for the hospitality industry (Attachment #2). A portion of the settlement funds (\$586,692) were allocated to identify design concepts and cost estimates for weatherproofing the stage and electrical systems, covering the permanent seating sections, all of which should contemplate sound mitigation elements to further alleviate neighborhood concerns. The remaining funds (\$160,000) were approved to enhance and/or subsidize concerts at the Amphitheater with marquee events featuring headlining artists/events that would otherwise be viewed as cost prohibitive. More specifically, allocating BP funds to support marquee events aligns with the Board's strategic initiative to grow the tourism economy by being a regional hub for sports and cultural activities. This programming strategy is essential to the following revised FY2012 - FY2016 Strategic Initiatives that the Board approved at the January 26, 2016 meeting:

- Thorough utilization of \$160,000 in BP settlement funds to pursue programming for the Capital City Amphitheater at Cascades Park to include subsidies for two to four concerts over the next two years in order to put on marquee events featuring well know headlining artists and events that would otherwise be viewed as cost prohibitive. (Q4, EC4) (2016)

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

- (EC4) Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities.
- (Q4) Enhance and support amenities that provide social offerings for residents and visitors of all ages.

In order to continue promoting tourism through economic development and further leverage the BP settlement funds, this item seeks the Board's approval of a programming strategy recommended by the STAGE Committee.

Analysis:

Leon County Government allocates \$80,000 in Tourist Development Taxes (TDT) to book concerts at the Capital City Amphitheater. The STAGE Committee plays an integral role in working with staff to bring the highest quality product to the community including vetting possible talent when timing permits, venue improvements such as sound mitigation and weatherization, and working to find resolutions to neighborhood concerns. The County contracts with Scott Carswell Presents to research, negotiate, and propose amphitheater concert opportunities for the County to book as part of its concert series. Staff examines the costs, revenue projections, Pollstar data, and financial structure before giving Scott Carswell Presents approval to book an act with the goal of providing a small return on the County's investment. The majority of the acts booked to date range in the \$40,000 to \$60,000 price range.

Title: Acceptance of the STAGE Committee's Programming Strategy to Utilize the BP Settlement Funds to Enhance Marquee Concerts Associated with Multiday Community Festivals at the Capital City Amphitheater.

May 24, 2016

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During the STAGE Committee's May 9, 2016 meeting, the Committee approved a programming strategy to utilize up to \$40,000 of the BP monies per event to enhance four community festivals over the next two years that have also been approved for the County's Signature Event Grant Program to attract visitors to the area (Attachment #3). The goal is to host marquee concerts in the fall and spring seasons that are directly tied to festivals/events already invested in by the County, such as Word of South and the Florida Jazz and Blues Festival. Since these festivals receive signature event funding, they are required to have an economic impact analysis to determine the return on investment. These analyses will allow the County to see the impact of allocating additional funds to enhance these festivals/events.

The table below outlines the recommended general subsidy amount from the BP funds, starting with the Florida Jazz and Blues Festival in the fall of 2016, and the anticipated timeline for these signature events. Staff considers the inaugural Florida Jazz and Blues Festival an ideal show that presents a unique opportunity to be a community wide event while bringing a level of talent to the area rarely seen with some of the biggest names in the Jazz and Blues genre. It has the potential to become a festival capable of drawing visitors from throughout the Southeast and across Florida. The Word of South Festival inspired the creation of the Signature Event Grant Program and will be in its third year by the spring of 2017.

Season	BP Subsidy Amount	Event
Fall 2016	Up to \$40,000	Florida Jazz and Blues Festival*
Spring 2017	Up to \$40,000	Word of South Festival*
Fall 2017	Up to \$40,000	TBD
Spring 2018	Up to \$40,000	TBD

**Actual acts to be determined as part of the event planning process*

Staff supports investing the BP subsidies into marquee concerts as part of these multiple day community festivals rather than standalone concerts as a way to engage a broader section of the community, further establish these early stage festivals, and to enhance the likelihood of their financial sustainability. The BP funds will be used to enhance, not supplant, the signature event funds approved by the Tourist Development Council for these festivals. As recommended herein, these community festivals will also provide a seasonal balance to the County's investment in these outdoor activities.

At this time, specific artists have not yet been confirmed for most of these future events but staff will continue to work with event organizers to bring top performers to the Capital City Amphitheater. In light of the STAGE Committee's emphasis to program more family friendly shows at the Amphitheater, staff will coordinate with the festival planners to explore family ticket packages at a reduced cost and/or free admission for children under a certain age.

Title: Acceptance of the STAGE Committee's Programming Strategy to Utilize the BP Settlement Funds to Enhance Marquee Concerts Associated with Multiday Community Festivals at the Capital City Amphitheater.

May 24, 2016

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Options:

1. Accept the STAGE Committee's programming strategy to utilize up to \$40,000 of the BP settlement funds, per event, to enhance community festivals approved for signature event funding through marquee concerts featuring well-known headlining artists that may otherwise be viewed as cost prohibitive and approve the resolution and budget amendment realizing the BP settlement funds (Attachment #1).
2. Do not accept the STAGE Committee's programming strategy to utilize up to \$40,000 of the BP settlement funds, per event, to enhance community festivals approved for signature event funding through marquee concerts.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution and Budget Amendment
2. December 7, 2015 Board Retreat Issue Paper
3. May 9, 2016 STAGE Committee Item on the Programming Strategy for Marquee Concerts at Capital City Amphitheater

**Leon County
Board of County Commissioners**

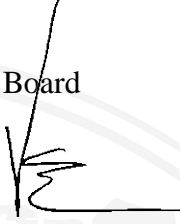
Notes for Agenda Item #21

Leon County Board of County Commissioners

Cover Sheet for Agenda #21

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Negotiate for the Consultant for Disaster Recovery Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works
Lead Staff/ Project Team:	Scott Ross, Director, Financial Stewardship Robert Mills, Assistant Public Works Director Roshaunda Bradley, Assistant to the Public Works Director

Fiscal Impact:

This item has a fiscal impact to the County. Through the hiring of a FEMA Emergency Management consultant to assist in the County's preparation and documentation of reimbursable expenditures, the County will ensure the maximum return of federal funding to Leon County. Under the FEMA Public Assistance guidelines, 75% of the consultant expenditure is reimbursable. Actual County costs will be negotiated with the selected firm based on the services required.

Staff Recommendation:

Option #1: Authorize the County Administrator to execute a contract in a form approved by the County Attorney with the successful Disaster Recovery Services proposer(s) selected consistent with FEMA's "Public Assistance Grantee and Subgrantee Procurement Requirements."

Report and Discussion

Background:

At the September 13, 2016 meeting, the Board authorized the County Administrator to procure a Federal Emergency Management Emergency Consulting Services to provide additional assurance that all eligible expenses by Leon County incurred due to Hurricane Hermine would be reimbursable by FEMA. FEMA rules only allowed the initial consultant to be hired with an initial emergency contract award (maximum 90 days with a \$150,000 limit). FEMA requires a modified competitive process for services lasting longer than 90 days. Following the September 13 meeting, the Purchasing Division solicited quotes from qualified firms, which resulted in a contract with Wheeler EMC to provide these emergency services for the first 90 days. The City of Tallahassee also obtained these services to assist with their reimbursement efforts.

In October 2016, the County and City embarked upon a joint process to procure disaster recovery consultant services beyond the initial 90 day period. This second solicitation process is required to be completed in order for the allowable consulting reimbursement costs under the initial contract to be reimbursable, and to ensure that all eligible storm expenses are recovered.

As specified in FEMA's "Public Assistance Grantee and Subgrantee Procurement Requirements", FEMA prefers jurisdictions collaborate in joint procurement of service indicating that the joint process allows for greater economy and efficiencies of scale. While jurisdictions are encouraged to procure services jointly, jurisdictions can enter into separate contracts with the successful proposer(s).

The City of Tallahassee had begun the solicitation process for permanent disaster recovery services, and after reviewing the procurement requirements asked the County to participate in this joint process. That joint process entailed the City issuing a RFP (Attachment #1) for disaster recovery services, and a joint committee reviewing all submittals for recommendations to their respective Boards. Prior to release, the RFP was reviewed to ensure all Federal procurement requirements were met. This joint approach has proved to be successful in the past as the County and City have coordinated to release joint RFPs for debris removal and debris monitoring services.

The Selection Committee was comprised of representatives of both County and City staff.

Analysis:

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

- Provide personnel to augment recovery capabilities for declared and non-declared events
- Provide pre-trained specialists under the FEMA Public and Individual Assistance Programs

- Prepare with the State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary, and prepare necessary documentation
- Provide Joint Preliminary Damage Assessments with Federal, State, and local partners
- Tracking progression of all project worksheet versions through closeout
- Provide emergency planning, disaster recovery, mitigation planning and program management services

Proposals were due on November 9, 2016, and six firms responded to the RFP. Responding firms included TLC Engineering, David M. Shapiro Disaster Planning and Recovery Consultants, CDI Maguire, Disasters, Strategies and Ideas Group, Elite Business Strategies, and Wheeler Emergency Management Consulting (EMC).

As the procurement for these services was conducted through the City purchasing process, the final list of proposer(s) needs to be initially awarded by the City of Tallahassee and the County will then be able to utilize the list to procure services independent of the City. As noted earlier in the item, the selection committee was comprised of both County and City staff. Given the timing of the respective City and County Commission meetings, the final list will not be approved by the City Commission until after the County Commission meets.

Approval of procuring these Disaster Recovery Services ensures the County's ability to proceed with the FEMA reimbursement process in accordance with FEMA rules and to optimize the County's opportunity to achieve maximum reimbursement. Total cost projections for debris removal are approaching \$7.0 million.

As timing is of the essence to proceed with seeking FEMA reimbursement, staff is recommending that the Board authorize the County Administrator to execute a contract in a form approved by the County Attorney with the successful proposer(s) of the City of Tallahassee RFP No. 0004-17-CC-BC.

Options:

1. Authorize the County Administrator to execute a contract in a form approved by the County Attorney with the successful Disaster Recovery Services proposer(s) selected consistent with FEMA's "Public Assistance Grantee and Subgrantee Procurement Requirements."
2. Do not authorize the County Administrator to execute a contract in a form approved by the County Attorney with the successful Disaster Recovery Services proposer(s) selected consistent with FEMA's "Public Assistance Grantee and Subgrantee Procurement Requirements."
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. RFP Document



REQUEST FOR PROPOSALS

NO. 0004-17-CC-BC

DISASTER RECOVERY SERVICES

October 12, 2016

The City of Tallahassee (COT) invites qualified vendors to submit responses to its Request for Proposal (RFP) for Disaster Financial Recovery Services. The purpose of this RFP is to solicit competitive proposals from companies that provide Disaster Recovery Services. This is a cooperative solicitation issued by the City of Tallahassee and Leon County, Florida. The City reserves the right to award to one or more proposers whatever is in the best interest of the City and the County. The City anticipates a contract for these services for a basic term of three (3) years with two 1-year extension options for services as needed. Whenever the word "City" is used, the word "County" would be interchangeable, unless otherwise specified.

SECTION 1.0 GENERAL INFORMATION

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced Emergency Management Consultant (hereafter referred to as "Contractor") who is capable of tracking disaster related expenses, maintaining appropriate documentation and planning the most effective strategies for recovery throughout all the phases of a disaster which may include providing staff to fill roles of the Finance Section within the NIMS/ICS structure of the City. The Contractor must be capable of assembling, directing, and managing a work force that can be assembled and remain accessible throughout the disaster closeout and audit process. The selected contractor will be expected to have a working knowledge of all applicable fiscal recovery eligibility criteria required, including but not limited to, 44 CFR, 2 CFR Part 200 "Super Circular", FEMA guidelines, FEMA DAP 9500 series, Hurricane Sandy Improvement Act, Housing and Urban Development (HUD), Federal Highway Administration (FHWA), and any other applicable local, state, federal laws and regulations.

The qualified Contractor shall be responsible for assisting the City in emergency planning, disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that are inclusive of, but not limited to, managing and monitoring flooding mitigation efforts, preparing Project Worksheets and detailed damage inspection reports, preparing Unified Hazard Mitigation Grant Program (HMGP) applications, updating the Local Mitigation Strategy (LMS) and other emergency management plans, assist with management of acquisition projects, monitor construction projects, prepare and review design documents, consult with agencies to assure compliance with the Federal programs as well as other applicable recovery and mitigation activities.

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

The Contractor shall have demonstrated experience and expertise in the public facilitation process to assist the public in meaningful participation in Disaster Recovery Programs and the Unified HMGP process. The Contractor should have skills and experience in successful public outreach and participation techniques, to include facilitating and conducting public workshops, individual and group meetings with interested homeowners, liaison with State and Federal officials, reporting at Board of Freeholder meetings and presenting information as needed.

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

SECTION 2.0 STATEMENT OF WORK

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

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

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

2.1 Disaster Recovery Services

2.1.1. During the term of this contract the Contractor shall provide disaster recovery services for City and Leon County which include, but are not limited to, the following items:

- a) Provide personnel to augment recovery capabilities for declared and non-declared events as needed by the City;
- b) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
- c) Provide pre-trained specialists under the FEMA Individual Assistance Program as needed;
- d) Prepare with the State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary, and prepare necessary documentation to support same;
- e) Collect, write and submit as necessary, State direct cost worksheets along with documentation necessary to support the writing of Category Z project worksheets;

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

2.1.2. In addition, as needed, the contractor should be capable to meet all of the City's needs including, but not limited to, the following:

- a) Provide emergency planning, disaster recovery, mitigation planning and program management services required/requested by the City
- b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed

- c) Make project eligibility determinations, research and maintain documentation to support eligibility
- d) Coordinate with the State and Federal Agencies
- e) Work with homeowners and local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications
 - 1. Conduct public and individual meetings to assist homeowners with the program requirements
 - 2. Prepare project Scope of Work and budget
 - 3. Comply with all grant program mandates and documentation requirements
 - 4. Conduct financial tracking of program funds and homeowner payments
- f) Develop and submit quarterly progress reports to the County and State
- g) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Community Development Block Grant (CDBG) and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG) processes
- h) Provide in-progress reviews as required to keep the City informed on project progress
- i) Prepare Project Worksheet closeout packages
- j) Review all procurement to ensure FEMA eligibility
- k) Track all disaster related expenses and maintain support documentation to justify each expenditure
- l) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds.

2.2 Program Staff Augmentation List

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

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

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

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

3. Program Specialist

- a. Public Assistance Specialist - Develop project worksheets, gather documentation from Subgrantees, determine eligibility of Sub grantee's work, assist in project applications, and provide programmatic assistance to Subgrantees. Knowledgeable of FEMA rules and regulations, able to work with State, Federal and local officials and be customer service oriented.

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

- b. Individual Assistance Specialist - Document the impact and magnitude of an event on housing, businesses and other private sector interests. Identify unmet needs of individuals, businesses, the public sector and the community. Prepare reports, verify impacts and assess damage of affected area. Knowledgeable of Individual Assistance response priorities, able to work with State, Federal, local officials and impacted citizens and be customer service oriented.

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

- 4. **Project Specialist** - Prepare and process grant payments, monitor grant activities, coordinate and communicate with stakeholders, ensure contract and records are maintained, prepare correspondence. Knowledgeable of grants management, able to work with State, Federal and local officials and be customer service oriented. Assists in the advancement and monitoring of Recovery projects, Stafford Act Appeals, financial monitoring and reporting, and recovery logistics. Prepare and upload project documentation, and prepare status tracking reports of projects. Must have the ability to perform administrative assignments in an accurate and efficient manner.
- 5. **Administrative Support Specialist** - Prepare and upload documents, tabulate timesheets, provide human resources support, answer phone lines, general administrative duties in the overall support of projects, field operations and management. Must have the ability to perform administrative functions in an accurate and efficient manner.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

- 3.1 A response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements listed above in a clear and concise manner in the order stated herein. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.

The submitted proposal must follow the rules and format outlined within this section. Adherence to these rules will ensure a fair and objective analysis of all proposals. Unnecessarily lengthy documents are discouraged.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

- 3.2 The City reserves the right to seek additional/supplemental representation on specific issues as needed.

- 3.3 Proposers shall construct their proposal in the following format and a tab must separate each section. **Do not submit TECHNICAL PROPOSAL and COST/FEE PROPOSAL together. Place in separate sealed envelopes/packaging.**

PROPOSAL 1 – TECHNICAL PROPOSAL (NO COST INCLUDED)

In a **SEALED ENVELOPE** (or other packaging), provide **ONE (1) signed ORIGINAL HARD COPY (SO IDENTIFIED) and SIX (6) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT** of the Proposal which is to be saved and submitted in the same format as described herein. The Department expects all to be in this format.

DO NOT INCLUDE ANY COST/FEEES IN ANY PART OF THE TECHNICAL PROPOSAL.

Tab 1. Executive Summary

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities, including a brief history and average number of employees over the past five years. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), and telephone and fax number(s). Also include the address of the office that is to perform the work, the Federal Identification Tax Number or Social Security Number, and the age of the firm. If this is a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. If a joint venture, has the joint venture previously worked together? If yes, on what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the City receiving and approving the joint venture agreement, prior to negotiating the contract. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

Title Page. Type the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the title of the RFP.

Table of Contents. Include a clear identification of the written material by section and by page number.

Tab 2. Response to Proposal. Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section 2.0.Statement of Work.

Tab 3. Section 2.0, Statement of Work. Include all the requirements and/or documentation requested under Section 2.0 Statement of Work and Section 3.0 Proposal Response Requirements. If the vendor does not meet the minimum requirements, the vendor will be eliminated from further evaluations.

Tab 4. Minimum qualifications:

Proposer shall be registered to conduct business in the State of Florida.

Proposer shall have been successfully engaged in providing similar services for a **minimum of two years** within the last ten years and shall have provided services for a minimum of three organizations of which two must be municipalities, counties or other governmental agencies.

Tab 5. References.

Include a reference list of clients to whom the Proposer has provided services similar to those being proposed to the City. Proposers shall provide the following information for each organization/agency:

- Name of Client
- Date of Services (including type of services)
- Address
- Contact Person and Title
- Telephone Number and E-mail Address
- Types of modules included in contract

Proposer shall provide information on having demonstrated extensive prior experience in the Disaster Recovery Services.

Proposer shall also indicate if any contracts have been cancelled within the last 5 years and shall provide the reason for the cancellation.

The proposer must provide evidence of its financial condition. Please state the number of years the firm has been in business and provide your most recent certified financial statement attached and made part of your proposal. Specifics on the required information to provide for each client are detailed under Section 2.0 Statement of Work and Section 3.0 Proposal Response Requirements.

Tab 6. General Statement of Experience. Include a written, verifiable statement of experience in providing and managing similar services as detailed in Section 2.0 Statement of Work. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

Tab 7. Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.

Tab 8. Proposed Management and Operations Plan.

Proposer is to provide in sufficient detail to allow the City to evaluate how Proposer's management and operating plan will achieve the goal of providing disaster recovery services.

Tab 9. Management Plan.

The Proposer must specifically name key staff members who will directly work with the City on a day-to-day basis. Please name the project team manager and clearly indicate this individual's level of authority and responsibilities necessary to successfully complete this project.

Please describe the manner in which personnel will be organized; briefly describe each team member's experience with disaster recovery services, and provide a professional resume of each team member.

Since the City is interested in the firm's commitment to the project, please indicate other commitments of your team members. The City will reserve the right to disqualify any individual from assignment to this project if it is felt to be in the best interest of the City.

Give brief resume of key persons to be assigned to the project including but, not limited to:

- a) Name & Title
- b) Job assignment for other projects/Percentage of time to be assigned to this project
- c) Experience
 - 1) How many years with this firm and how many years with other firms
 - 2) Types of projects the person has worked on and what was the specific project involvement?
- d) Education
- e) Other experiences and qualifications that are relevant to this project

Tab 10. Satisfaction of Requirements

10.1. Other Information

10.1.1 Essential Components

Anything the Proposer deems essential to the successful implementation of the requirements of this RFP (not included in the City's specifications or requirements) may be included in this part of proposal. This information should be relevant and in response to a requirement of this RFP as extraneous information will be disregarded.

10.1.2 Environmental Impact

Preference will be given to solutions that have a favorable environmental impact.

Tab 11. Miscellaneous Documents

- Attachment A – Representations/Certifications
- Attachment B – MWBE Utilization
- Attachment C – MWBE Good Faith Effort
- Attachment D – Certification of Drug-Free Workplace Program
- Attachment E – Cost/Fee Proposal
- Attachment F – LABEL for Proposal Submission
- Acknowledged and signed Addenda to this RFP (if any)

PROPOSAL 2 – COST/FEE PROPOSAL

In a **SEALED ENVELOPE** (or other packaging), provide **ONE (1) signed ORIGINAL HARD COPY (SO IDENTIFIED) and SIX (6) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT** of the Proposal which is to be saved and submitted in the same format as described herein. The Department expects all to be in this format. Failure of the Proposer to follow this outline may result in the rejection of the Proposals, or result in a lower evaluation score. Use **ATTACHMENT E** for this purpose. See **Pricing Examples** below in 3.4

DO NOT INCLUDE ANY COSTS/FEEES IN ANY PART OF TECHNICAL PROPOSAL.

A completed copy of attached *COST/FEE PROPOSAL FORM* must be included in COST/FEE PROPOSAL only. Costs must be guaranteed for a period of not less than three (3) years from the effective date of the ensuing contract.

3.4 TECHNICAL AND COST/FEE PROPOSAL SHALL BE DELIVERED AS FOLLOWS:

All proposals must be delivered SEALED to the City of Tallahassee at the address shown below no later than the time and date set for receipt of proposals (see Section 4.0 – Schedule

of Events). Failure to comply with this or any other paragraph of the Request for Proposals may be sufficient reason for rejection of the entire proposal.

DELIVER THE SEPARATE TECHNICAL PROPOSAL AND COST PROPOSAL ENVELOPES/PACKAGES TO:

**PROCUREMENT SERVICES DIVISION
3RD FLOOR, CITY HALL, CITY OF TALLAHASSEE
300 SOUTH ADAMS STREET, MAIL BOX A-28
TALLAHASSEE, FL 32301-1731**

3.4.1 EACH SEALED PROPOSAL PACKAGE SHOULD BE LABELED WITH THE PROPER IDENTIFICATION. ATTACHMENT F – PROPOSAL LABEL HAS BEEN PROVIDED FOR YOUR USE.

- For time and date set for receipt of proposals see Section 4.0 – Schedule of Events.
- Number each sealed package sequentially (i.e. "1 of 3", "2 of 3", "3 of 3").

3.4.2 ALL PROPOSALS RECEIVED WILL BE RECORDED AND CLOCKED-IN AT THE PROCUREMENT SERVICES OFFICE. The responsibility for submitting the proposal to the Procurement Services Division no later than the specified time and date is solely that of the proposer. The City of Tallahassee will in no way be responsible for delays in mail delivery, courier, or any other third-party delivery, or delays caused by any other occurrence.

LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED FOR EVALUATION.

3.4.4 All proposals must be in writing. Non-responsive proposals will not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.

3.4.5 The City shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

3.4.6 REQUEST FOR COPY OF SUBMITTED PROPOSALS

Sealed bids, proposals, or replies received by an agency [City of Tallahassee] pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [State of Florida] until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

<http://www.flsenate.gov/Laws/Statutes/2011/119.071>)

SECTION 4.0 SCHEDULE OF EVENTS

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE
Release of RFP	10/12/2016
Deadline for Requests for Clarification, Questions, etc.	10/24/2016
Anticipated Addendum in Response to Questions Received on or about	10/27/2016
Proposal Due Date/Time (Deadline)	11/09/2016, Due By 4:30 PM
Scoring by Evaluation Committee	11/22/2016
Anticipated Posting of the Bid Tab on or about	11/28/2016
Anticipated Contract Approval/Award on or about	TBD

An addendum to this RFP will be issued if any of these dates/times change.

SECTION 5.0 EVALUATION OF PROPOSALS

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

CRITERIA	MAX SCORE	FACTOR	MAXIMUM POINTS
TECHNICAL PROPOSAL			
Executive Summary	5	0	0
Response to Proposal	5	1	5
Statement of Work	5	2	10
Minimum qualifications	5	4	20
References	5	4	20
General Statement of Experience	5	2	10
Proposed Management and Operations Plan	5	7	35
Minority/Women Business Enterprise Plan and Certification	5	1	5
COST/FEE PROPOSAL			
Cost to the City	30	1	30
Maximum Points Allowed			135

SECTION 6.0 MINORITY WOMEN BUSINESS PARTICIPATION

MWBE participation shall be a selection criterion in the RFP evaluation /scoring process.

- 6.1 It is the goal of this Project to have a minimum 12.5% MWBE participation. The proposer shall include an MWBE Participation Plan within the RFP response. Key elements of the plan will include:
- 6.1.1 An explanation / narrative of how the goal of 12.5% MWBE participation shall be met for this contract.
 - 6.1.2 List of the locally certified MWBE firms that will be utilized on this contract including the services they are to provide.
 - 6.1.3 The methodology for monitoring the MWBE participation on a continuing basis.
 - 6.1.4 If no suitable MWBE participation can be found, the Proposer must demonstrate a Good Faith Effort was made to identify a suitable MWBE and Attachment C will need to be included in the RFP Response. (Need to make sure that attachments correspond to designation in the RFP)
- 6.2 Good Faith
- Failure to submit the MWBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MWBE portion of the proposal specifications. If MWBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.
- 6.3 **As part of the RFP Evaluation process, a total of 10 points may be awarded for MWBE participation: 5 points for the MWBE plan and 5 points for utilizing a certified MWBE firm(s).** The OEV's MWBE Office will evaluate the MWBE plans. Failure to submit a plan will result in the SOQ not receiving the 5 points toward the evaluation score.
- Attachment B must be submitted for each MWBE firm proposed, as supporting documentation to the MWBE Certification.** NOTE: When submitting the MWBE Utilization Form, **ensure** all proposed MWBE vendors are certified through the City of Tallahassee or Leon County and are located in the "Local Market Area" of Leon, Wakulla, Gadsden or Jefferson counties. No other certification is acceptable. An MWBE vendor **will not be considered** in the MWBE goal of 12.5% if that vendor is not certified by the City of Tallahassee or by Leon County at the time of receipt of the Qualification Statement.
- 6.4 An MWBE directory is available from the City of Tallahassee website at <http://www.talgov.com/pubworks/MinorityBusinessEnterpriseDirectory.aspx> or Leon County's website at <http://www.leoncountyfl.gov/mbe>. Information found at these websites may not be up-to-date.
- 6.5 Should you have any MWBE related questions, including Good Faith Efforts criteria, please contact LaTanya Raffington at the MWSBE Division of the Office of Economic Vitality at (850) 219-1060. For all other questions regarding this RFP contact the agent identified in Section 9.0.

SECTION 7.0 CONTRACT AWARD

- 7.1 The City intends to award to one (1) prime Contractor who will be responsible for providing services offered in the proposal to the City, whether performed by the Contractor's own employees or through the use of sub-Contractors. This prime Contractor shall be the sole point of contact for the City with regard to contractual matters.
- 7.2 The City reserves the right to award to a single Prime Contractor two (2) contracts, one for the

City and a separate contract for the County. Note: any resulting contract with Leon County shall be written and executed by Leon County.

- 7.3 The City also reserves the right to award to a second Prime Contractor who will be responsible for providing services offered in the proposal to the County, whether performed by the Contractor's own employees or through the use of sub-Contractors. This prime Contractor shall be the sole point of contact for the County with regard to contractual matters.
- 7.4 Any multiple awards, if selected, shall be awarded at the sole discretion of the City.
- 7.5 The City reserves the right to incorporate the Contractor's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- 7.2 The selected firm(s) will be required to assume responsibility for all services offered in the proposal. The City will consider a selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- 7.3 A copy of the official final scores, ranking, and recommendation will be posted and may be available for review in the City's Procurement Services Division, upon completion of the evaluation process by the evaluation committee. An electronic copy of the final results will also be posted on www.demandstar.com.

SECTION 8.0 RIGHT OF REJECTION

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 9.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS, ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

CLAUDIA COOPER , Purchasing Agent

E-MAIL: claudia.cooper@talgov.com (preferred method of communication)

TELEPHONE: (850) 891-8401 OR (850) 891-8280 (Central Desk)

FACSIMILE: (850) 891-0969

PROCUREMENT SERVICES DIVISION, CITY HALL

300 SOUTH ADAMS STREET, MAIL BOX A-28, TALLAHASSEE, FL 32301-1731

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Proposers that requested the Request for Proposals. All Questions must be submitted no later than October 24, 2016 12:00 PM, Eastern Time.

SECTION 10.0 GENERAL TERMS AND CONDITIONS USED IN THE FINAL CONTRACT

These clauses are not all inclusive; the final contract will be sent to successful Proposer:

10.1 EQUAL OPPORTUNITY AGREEMENT

- 10.1.1 In connection with work performed under a City of Tallahassee contract, the Proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.
- 10.1.2 By submitting a proposal in response to this solicitation, the Proposer agrees to –
 - (a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;

(b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

10.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Proposer is an "Equal Opportunity Employer".

10.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.3 INDEMNIFICATION

The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the Contractor, its sub-Contractors or subcontractors, or by the employees, officers, directors, or agents of the Contractor, or its subcontractors.

10.4 ISSUANCE OF ADDENDA

10.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

10.4.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

10.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

10.5 PAYMENT

10.5.1 Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

10.5.2 Withholding Payment

In the event a contract is canceled under any provision herein, the City of Tallahassee may

withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

10.5.3 Financial Consequences

The Contract will contain financial consequences language similar to the following:

The Division reserves the right to withhold payment of 5 percent from invoices for late performance, or to implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform or comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

10.6 **INSURANCE REQUIREMENTS:**

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Contractor's proposal.

10.6.1 Contractor shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

10.6.2 Other Insurance Provisions

10.6.2.1 Commercial General Liability and Automobile Liability Coverage

- The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned,

leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.6.2.2 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

10.6.2.3 All Coverage

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- City named as "additional insured" as its interest may appear.

10.6.2.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

10.6.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+, VIII or better by A.M. Best's rating service.

10.6.2.6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

10.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

10.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please contact the purchasing representative specified above in Section 9, at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted in the Procurement Services Division, City Hall, 300 South Adams Street, Tallahassee, Florida as far in advance of the meeting as possible.

10.8 CONFIDENTIALITY

10.8.1 By submitting a proposal in response to this solicitation, a Proposer acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Proposer provide the City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Proposer shall submit to City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

10.8.2 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, City, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the Proposer of that request, and the Proposer shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer

shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

10.9 GRIEVANCE PROCEDURES

10.9.1 Right to Protest. Any prospective Bidder or Proposer may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual bidder or Proposer, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or Proposer would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

10.9.2 Filing a Protest. A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager, Procurement Services.

i For a protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For a protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

10.9.3 Protest Bond. Any person who files a formal written protest shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less.

10.9.4 Final Decision. The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in

conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest

- 10.9.5 Stay of Procurement During Bid Protest. In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

10.10 PROHIBITED COMMUNICATIONS

As provided for in the City of Tallahassee Code of Ordinances, Number 11-O-03AA, subsection 2-357, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any company seeking an award of this solicitation and any City Commissioner or Commissioners staff, or any city employee authorized to act on behalf of the City Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

10.11 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 terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

10.12 CERTIFICATION OF DRUG-FREE WORKPLACE

Proposers should submit, with their proposal, an executed Drug Free Workplace Certification (Attachment B) indicating that the proposer has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes.

**ATTACHMENT A
REPRESENTATIONS / CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____
WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)



ATTACHMENT B
MWBE UTILIZATION FORM

Respondent: _____

Address: _____

Phone: _____ - _____ - _____ Email Address: _____

RFP # and Name: _____

MWBE SUB CONTRACTORS INTENDED TO BE UTILIZED ON THE PROJECT

Name of MWBE Sub-
Contractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Is the sub-contractor a certified MWBE? ____ Yes ____ No

If yes, please provide a copy of your certification letter or certificate.

Dollar amount of contract with sub-contractor/supplier: \$ _____

Percentage amount of contract with sub-contractor/supplier: _____ %

Description of scope of work performed under agreement with the sub-contractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-CONTRACTOR/SUPPLIER.

ATTACHMENT C

STATEMENT OF GOOD FAITH EFFORTS MWBE Professional Service Projects

PROPOSER: _____

DATE: _____

This form is to be completed if proposer fails to achieve the MWBE goals established for this project. The proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the proposal being determined as non-responsive to the MWBE goals.

The following list is not intended to be exclusive or exhaustive and the City will look not only at the different kinds of efforts the proposer has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the proposer to exercise good faith efforts. Any act or omission by the City shall not relieve the proposer of this responsibility.

Criteria listed below are consistent with the intent of **Section 16.5.9 of the City's Administrative Policies & Procedures Manual, as amended.** A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. **Attendance at Pre-Proposal conference, if held:**

____ Yes ____ No X Not Held
(10 POINTS)

2. **Whether and when the proposer provided written notice to certified MWBE's listed in the City of Tallahassee MWBE and/or Leon County Government Program directories that perform the type of work to be subcontracted and advising the MWBE's of the specific work the proposer intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications. (20 POINTS)**

All letters from proposers to prospective MWBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to proposal opening.

A. Provide complete list of all MWBE's solicited.

B. Provide **DATE** letters were mailed (MWBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MWBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.
- Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.
- Availability of specifications and plans through your office.
- Best time to reach you by phone (MWBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. **Whether the proposer selected feasible portions of work to be performed by MWBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the proposer to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals. (10 POINTS)**

If appropriate, detail any subcontracting category that you have broken down to assist MWBE firms and list firms that have been made aware of this reduced scope.

<u>Subcontracting Category</u>	<u>MWBE Firm</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. **Whether the proposer considered all quotations received from MWBE's and for those quotations not accepted, the proposer should provide an explanation of why the MWBE will not be used during the course of the contract. Receipt of lower quotation from non-MWBE will not in itself excuse a proposer's failure to meet project goals. (15 POINTS)**

List all MWBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MWBE firm) and their quote:

<u>Name of MWBE</u>	<u>MWBE's Quote</u>	<u>Name of non-MWBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. **Whether the proposer provided interested MWBE's assistance in reviewing the contract plans and specifications. (5 POINTS)**

Name the MWBE firms provided assistance and describe how your firm provided such assistance.

6. **Whether the proposer assisted interested MWBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary. (5 POINTS)**

If the project was above \$200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the MWBE's assisted and describe the assistance provided.

7. Indicate whether the proposer has utilized MWBE subcontractors on City, or other local, contracts within the past six months. (10 POINTS)

<u>Project Name</u>	<u>MWBE Firms Used</u>	<u>Dollar Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Whether the proposer advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities. (10 POINTS)

List which papers carried your ad and attach a copy of the ad.

9. Written documentation that the proposer contacted the City of Tallahassee's MWBE Office, other local M/WBE Offices or, if applicable, Federal MWBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down. (10 POINTS)

List minority/women organizations contacted. (A minimum of three organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts. (5 POINTS)

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.

Attachment D

Certification of Drug-Free Workplace:

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 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, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community 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 that this firm complies fully with the above requirements. False statements are punishable at law.

BIDDER'S NAME:

By: _____
Authorized Signature Print Name and Title

Attachment E
COST / FEE Proposal
(Sample)

Submit your recommended deliverables, timeline and pricing shall be submitted in MICROSOFT EXCEL FORMAT. Please add additional lines as needed.

DO NOT INCLUDE ANY PRICING IN ANY PART OF THE TECHNICAL PROPOSAL.

RESPONDENT/COMPANY NAME: _____

DELIVERABLES #	DESCRIPTION	ANTICIPATED TIME TO COMPLETE DELIVERABLE	DELIVERABLE COST
* GRAND TOTAL COST			

* Evaluation Points will be calculated on the Grand Total Cost.

The following cost breakdown is required to identify the key personnel, roles and pay scale of those working on this project. These costs outlined below are not additional to those Task costs identified above. Add additional pages as needed to include proposed Personnel.

EMPLOYEE #	PERSONNEL NAME - TITLE	HOURLY RATE	PERCENTAGE OF TIME DEDICATED TO PROJECT
1			
2			
3			
4			

**Attachment F
PROPOSAL LABEL**

Each Proposal envelope/box shall be sealed and identified as specified below:

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFP RESPONSE PACKAGE(S).
Cut out label and tape to outer sealed envelope(s) or package(s).



DO NOT OPEN - SEALED PROPOSAL	
RFP NO.: 0004-17-CC-BC	RFP TITLE: Disaster Recovery Services
DUE DATE AND TIME:	
<u>LATE PROPOSAL WILL NOT BE ACCEPTED</u>	
<u>FROM</u> Name of Firm:	
Contact Name:	Phone No.:
Email Address:	Fax No.:
Deliver To: PROCUREMENT SERVICES DIVISION 3RD FLOOR, CITY HALL, CITY OF TALLAHASSEE 300 SOUTH ADAMS STREET, MAIL BOX A-28 TALLAHASSEE, FL 32301-1731	



NOTICE TO RESPONDENTS

October 28, 2016

ADDENDUM No. 1

**REQUEST FOR PROPOSALS (RFP) NO. 0004-17-CC-BC
DISASTER RECOVERY SERVICES**

1. This addendum incorporates changes and/or clarifications to the above referenced RFP only in the manner and to the extent stated herein and shall become part of the resulting contract.
2. Respondent must acknowledge this addendum by one of the following methods:
 - a. IF THIS ADDENDUM IS RECEIVED PRIOR TO SUBMITTING A PROPOSAL TO THE CITY OF TALLAHASSEE PROCUREMENT SERVICES OFFICE:

By signing and returning the addendum with the sealed PROPOSAL 1 – TECHNICAL PROPOSAL specified in the RFP.

OR
 - b. IF THIS ADDENDUM IS RECEIVED AFTER SUBMITTING A PROPOSAL TO THE CITY OF TALLAHASSEE PROCUREMENT SERVICES OFFICE:

By signing and returning the addendum in a separate sealed envelope/package (original and same number of copies). The City of Tallahassee Procurement Services Office must receive acknowledged addendums by the time/date set for receipt of proposals specified in the RFP.

Changes and Clarifications to the RFP:

- c. First Paragraph of the RFP is hereby revised to read:

The City of Tallahassee (COT) invites qualified vendors to submit responses to its Request for Proposal (RFP) for Disaster Financial Recovery Services. The purpose of this RFP is to solicit competitive proposals from companies that provide Disaster Recovery Services. This is a cooperative solicitation issued by the City of Tallahassee and Leon County, Florida. The City reserves the right to award to one or more proposers whatever is in the best interest of the City and the County. The City anticipates a contract for these services for a basic term of three (3) years with two 1-year extension options for services as needed. Whenever the word "City" is used, the word "County" is interchangeable, unless otherwise specified.
- d. Section 3.3 Tab 11 has been hereby revised:
Tab 11. Miscellaneous Documents
 - Attachment A – Representations/Certifications
 - ~~Attachment B – MWBE Utilization~~
 - ~~Attachment C – MWBE Good Faith Effort~~
 - Attachment D – Certification of Drug-Free Workplace Program
 - ~~Attachment E – Cost/Fee Proposal~~
 - Attachment F – LABEL for Proposal Submission
 - Attachment G – References
 - Acknowledged and signed Addenda to this RFP

d. Section 5.0 Evaluation Of Proposals has been hereby revised:

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

CRITERIA	MAX SCORE	FACTOR	MAXIMUM POINTS
TECHNICAL PROPOSAL			
Executive Summary	0	0	0
Response to Proposal	5	1	5
Statement of Work	5	2	10
Minimum qualifications	5	4	20
References	5	4	20
General Statement of Experience	5	2	10
Proposed Management and Operations Plan	5	7	35
COST/FEE PROPOSAL			
Cost to the City	30	1	30
Maximum Points Allowed			130

e. Section 6 has been deleted.

f. Section 7.0 Contract Award Has been hereby revised:

7.2 The City reserves the right to select a single Prime Contractor for two (2) contracts, one for the City and a separate contract to be awarded by the County. Note: any resulting contract with Leon County shall be written and executed only by Leon County.

7.3 The City also reserves the right to select a second Prime Contractor who will be responsible for providing services offered in the proposal to the County, whether performed by the Contractor's own employees or through the use of sub-Contractors. This prime Contractor shall be the sole point of contact for the County with regard to contractual matters.

7.4 Any multiple awards, if selected, shall be awarded at the sole discretion of the City/County

7.5 The City reserves the right to incorporate the Contractor's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

7.6 The selected firm(s) will be required to assume responsibility for all services offered in the proposal. The City will consider a selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

7.7 A copy of the official final scores, ranking, and recommendation will be posted and may available for review in the City's Procurement Services Division, upon completion of the evaluation process by the evaluation committee. An electronic copy of the final results will also be posted on www.demandstar.com.

g. Section 10.6.2.1 Commercial General Liability and Automobile Liability Coverage bullet one has been hereby revised as follows:

- The City of Tallahassee and Leon County, Florida, members of its Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee or Leon County, members of the Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- h. Attachment G – References form has hereby been added to the RFP to be submitted with your proposal by the designated deadline.
- i. Answers to Questions submitted timely. (See attached)

RESPONDENT'S ACKNOWLEDGMENT

COMPANY/FIRM NAME _____

PERSON AUTHORIZED _____
TO SIGN FOR PROPOSER (Print Name) (Signature)

DATE SIGNED _____

3. If you have any questions on this addendum or any related matter, please contact: Claudia Cooper

E-mail: Claudia.Cooper@talgov.com; Ph (850) 891-8401, or through FRS TDD at 771.

- i. Answers to Questions submitted timely. Questions presented exactly as submitted.

Question 1:

To follow up our discussion on paragraph 2.1(q), this paragraph reads as if any billing by your consultant would be paid only if the Federal government paid the City. The consultant billing, invoicing, or claimed costs would be disallowed all together or reduced by the amount not reimbursed by FEMA. This would be viewed by FEMA as costs that are contingent on Federal funding, which is not permitted by 2 CFR §200.459.

The paragraph in the RFP and the CFR citation are included below.

The wording of the paragraph should not reference that the funding paid to the consultant is dependent on funding received from the Federal Government. The paragraph could reference maximizing the reimbursement of administrative costs.

Paragraph 2.1:

q) The Contractor should provide only Direct Administrative Costs (DAC) eligible activities unless otherwise requested by the City. If the City requests a non-DAC eligible item, the Contractor must inform the City that such activities are non-reimbursable by FEMA. If the Contractor is to perform any non-DAC eligible activities without a request, the Contractor must inform the City prior to claiming such costs. Project Worksheets (PWs) submitted by the Contractor and unapproved by FEMA will be deemed unallowable costs under this agreement and subject to refund for the costs allocated to such project worksheet. In addition, should direct administrative costs obligations approved by FEMA for individual project worksheets be less than the amount the City reimbursed the Contractor for the same project worksheet, the difference may be subject to refund back to the City. This provision shall survive the term of the contract and the City is entitled to seek all necessary relief in the enforcement of this provision.

§200.459 Professional service costs.

(a) Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the non-Federal entity, are allowable, subject to paragraphs (b) and (c) when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

Answer 1:

The City is requesting that the costs that are submitted within project worksheets are DAC eligible. As the contract expert, the contractor is responsible of claiming only DAC eligible items within Project Worksheets. If FEMA responds saying they are ineligible, the City is stating that they are unallowable costs under the contract and therefore should be recouped by the City from the contractor. If the City requests that the contractor performs tasks that are ineligible to claim DAC, then the contractor must inform the city of these tasks, so the City

understands those tasks will be not be eligible to claim reimbursement. These tasks should be marked on the contractor's invoice so the City is aware of the costs it will incur outside of what is reimbursable.

Question 2:

Section 2.1.1 (q) – Will there be any discussion regarding modifying the language in this section making reimbursement to the awarded Contractor by Leon County contingent on FEMA reimbursement? The following is taken from FEMA Policy Digest 321: “Although it is not prohibited, it is generally not advisable to make payments to a contractor contingent upon the applicant's receipt of funding from FEMA.”

Answer 2:

See Answer #1.

Question 3:

Section 2.1 - several areas seem to be quite ambiguous when utilizing the wording of either "timely" or "when requested." Can you please be more specific on what the expectations are to the prime contractor so that we can accurately address in our proposal?

Answer 3:

“Timely” tasks will be defined and negotiated in the contract phase, along with a schedule of deliverables. Anything that states “when requested” refers to the City's need to request additional information when necessary. The City is seeking contractors who can show their ability to respond to immediate needs when requested.

Question 4:

Section 5.0 Evaluation of Proposals - in past proposals or projects of similar size and scope, there has been some level of consideration and/or credit to those contractors that utilize either Service Disabled Veteran-Owned Small Businesses or Veteran-Owned Small Businesses. Will there be any additional consideration and/or credit to those contractors that utilize an SDVOSB or VOSB?

Answer 4:

As per Section 6.0 the RFP considers a good faith effort of utilizing Minority/Women Business Participants. No other considerations are provided at this time.

Question 5:

P. 6 Tab 3 Section 2.0 Statement of Work states that we need to include all requirements and/or documentation requested in section 2.0 Statement of Work and section 3.0 Proposal Response Requirements. Section 3.0 is the proposal format and is separated into 11 tabs each with their own requirements. Is this tab for additional attachments that aren't specifically asked for in the rest of the tabs?

Answer 5:

Tab 11 is for additional attachments that are not asked for in others Tabs.

Question 6:

P. 8 Tab 11 asks for Attachment E Cost/Fee Proposal, but later the RFP states that the Cost/Fee Proposal is not to be included in the Technical Proposal. Are we to omit Attachment E from Tab 11 of the Technical Proposal?

Answer 6:

Tab 11 has been deleted in its entirety and replaced with the following:

Tab 11. Miscellaneous Documents

- Attachment A – Representations/Certifications
- ~~Attachment B – MWBE Utilization~~
- ~~Attachment C – MWBE Good Faith Effort~~
- Attachment D – Certification of Drug-Free Workplace Program
- ~~Attachment E – Cost/Fee Proposal~~
- Attachment F – LABEL for Proposal Submission
- Attachment G – References
- Acknowledged and signed Addenda to this RFP

Question 7:

Please confirm if a bid bond is required with the submittal. If so, in what amount?

Answer 7:

No bid bond is required.

Question 8:

Does Attachment C need to be filled out if we have a MWBE Subcontractor in place?

Answer 8:

Yes.

Question 9:

Can the City provide an approximate dollar figure of the damages incurred by Hurricane Hermine?

Answer 9:

Costs are still being identified but our original PDA estimate was \$6,293,634.

Question 10:

Regarding Section 1.0, the City is requesting the selected consultant to provide updates to hazard mitigation plans and other plans in addition to Public Assistance/disaster recovery services. Is this an expected deliverable on the cost proposal or does the respondent only need to demonstrate capability and experience?

Answer 10:

The respondent only needs to demonstrate capability and experience.

Question 11:

Section 1.0, paragraph 2 notes that the selected firm will prepare and review engineering design documents, but no corresponding positions are listed in Section 2.2 (program staff augmentation list). Does the City desire to have the selected consultant provide engineers?

Answer 11:

They do not have to be engineers just as long as they can prepare and review engineering design documents. However, if an engineer is required, the Contactor is required to provide adequate and qualified personnel to fulfill the job.

Question 12:

Section 2.1.1 (c) states that the selected consultant will provide specialists to FEMA Individual Assistance needs. This is generally a State-managed process. Additionally, there is a staff position for Individual Assistance provided in Section 2.2.3 (b). Can the City please clarify this need?

Answer 12:

This is correct. It is state-mandated. The City is seeking a Contractor who can explain this process to leadership in future events and work with the State as needed.

Question 13:

Section 2.1.1 (e) states that the selected consultant will support the writing of Category Z Project Worksheets. Category Z is typically another term for "State Management Costs," and is therefore only applicable to State-level disaster recovery operations. Can the City please clarify this need?

Answer 13:

Section 2.1.1 (e) is hereby stricken from the RFP.

Question 14:

Section 2.1.2 (b) states that the selected consultant should be able to prepare DDIRs – that is an FHWA requirement which only deals with State-owned roads, not locally-owned roads. Can the City please clarify this need?

Answer 14:

Section 2.1.2(b) is hereby stricken from the RFP.

Question 15:

Regarding Section 3.3, Tab 5 (references) – How many references should be provided?

Answer 15:

Proposer should submit a minimum of three (3) references of clients to whom the Proposer has provided services similar to those being proposed to the City. Attachment "G" has been added to the solicitation. Please complete and submit as part of your Technical Proposal (See attached).

Question 16:

Regarding Section 6.3 (minority women business participation) – our firm regularly engages several minority-owned firms that are certified by the Florida Department of Management

Services, Office of Supplier Diversity. Will the City accept those certifications for the purposes of the proposal evaluation?

Answer 16:

No, the City has its own MWSBE certification process. The City encourages vendors to seek participation of MWSBE, veteran, and other certified minorities, however, no points or preference are being given for this solicitation.

Question 17:

Attachment E Cost Proposal – Will the City consider providing a list of expected deliverables for this contract or consider having bidders only submit a rate sheet (either with allocated hours, or average weight on agreed upon positions) so that there can be consistency in price across firms? Due to the varied scope provided, it will be difficult for firms to assume and provide an accurate list of deliverables and timeframes.

Answer 17:

The City will not provide deliverables at this time Attachment E Cost / Fee Proposal has been provided for Proposers to submit deliverables, to the best of their ability, based on previous experience on other Disaster Recovery Contracts. Also, the bottom part of the attachment requests for a breakdown (hourly rate) of key personnel by position type identified for the job. This sheet will further assist in pricing tasks/deliverables.

Question 18:

Is there an incumbent for this work?

Answer 18:

Yes, the City currently has a Contractor to assist with the Hurricane Hermine disaster recovery services effort.

Question 19:

Cost proposal requests submission of costs by deliverable. Please identify the anticipated deliverables that need to be priced.

Answer 19:

By the scope of work that is provided, please list deliverables that you see fit based off your experience to fulfill the City's needs. With those deliverables, please provide costs.

Question 20:

Can additional rates be provided?

Answer 20:

Yes, you may submit any rates that you typically charge. Breakdown the cost and provide a description for each. The City will negotiate rates prior to any award and has the right to accept or decline other charges.

ATTACHMENT G

REFERENCES

(This page must be submitted with the proposal and shall become an integral part of the resultant contract.)

Respondent Name:

REFERENCES

Proposer should submit a minimum of three (3) of clients to whom the Proposer has provided services similar to those being proposed to the City.

Description of Work – i.e. Length of Contract Period. Type of Work Performed.	Contact name, title, phone number, address and email address
1	
2	
3	

END OF ADDENDUM



NOTICE TO RESPONDENTS

November 7, 2016

ADDENDUM No. 2

**REQUEST FOR PROPOSALS (RFP) NO. 0004-17-CC-BC
DISASTER RECOVERY SERVICES**

1. This addendum incorporates changes and/or clarifications to the above referenced RFP only in the manner and to the extent stated herein and shall become part of the resulting contract.
2. Respondent must acknowledge this addendum by one of the following methods:
 - a. IF THIS ADDENDUM IS RECEIVED PRIOR TO SUBMITTING A PROPOSAL TO THE CITY OF TALLAHASSEE PROCUREMENT SERVICES OFFICE:

By signing and returning the addendum with the sealed PROPOSAL 1 – TECHNICAL PROPOSAL specified in the RFP.

OR
 - b. IF THIS ADDENDUM IS RECEIVED AFTER SUBMITTING A PROPOSAL TO THE CITY OF TALLAHASSEE PROCUREMENT SERVICES OFFICE:

By signing and returning the addendum in a separate sealed envelope/package (original and same number of copies). The City of Tallahassee Procurement Services Office must receive acknowledged addendums by the time/date set for receipt of proposals specified in the RFP.
3. It is a goal of this solicitation to encourage the utilization of Minority, Women and Small Business Enterprise Program (MWSBE) and Small Local Business Enterprise Program (SLBE) companies. Directories for those companies can be found at the following websites:
City of Tallahassee website at <http://www.talgov.com/pubworks/pubworkshome.aspx>
Leon County at <http://cms.leoncountyfl.gov/Home/Departments/OfficeofEconomicDevelopment/MWSBE>
State of Florida at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd
4. If you have any questions on this addendum or any related matter, please contact: Claudia Cooper at E-mail: Claudia.Cooper@talgov.com; Ph (850) 891-8401, or through FRS TDD at 771.

END OF ADDENDUM

**Leon County
Board of County Commissioners**

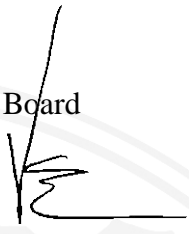
Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on the 2016 Leon Works Expo

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Heather Peeples, Special Projects Coordinator Cristina Paredes, Deputy Director of Tallahassee/Leon County Office of Economic Vitality

Fiscal Impact:

This item has no fiscal impact; however, during the 2016 session, the Florida Legislature appropriated \$100,000 to support the 2016 Leon Works Expo and an entry-level skills training initiative, Leon Works Junior Apprenticeship Program. As part of the Board's 2017 State and Federal Legislative Priorities, Leon County is requesting the same level of state appropriations to support these programs in FY16/17.

Staff Recommendation:

- Option #1: Accept the Status Report on the 2016 Leon Works Expo.
- Option #2: Direct staff to prepare a Budget Discussion Item to consider continuing to host the Leon Works Expo in 2017 and on an annual basis thereafter.

Report and Discussion

Background:

This item seeks the Board's approval of a Status report on the 2016 Leon Works Expo held on October 20, 2016 at Lively Technical Center and to continue to hold the Leon Works Expo on an annual basis.

During the December 8, 2014 Annual Retreat, the Board directed staff to collaborate with community partners in order to promote middle-skill (skilled) job and training opportunities, specifically to high school students. Skilled careers are those that require more education and training than a high-school diploma, but less than a four-year college degree.

Subsequently, staff engaged the Leon Works Workgroup (Workgroup), which includes representatives from the Office of Economic Vitality (OEV), Leon County Schools (LCS), CareerSource Capital Region (CSCR), Tallahassee Community College (TCC), Keiser University, the Florida Department of Education, World Class Schools of Leon County, and the City of Tallahassee. Through the efforts of the Workgroup, the following goals were achieved: (1) develop a shared definition of skilled workforce to ensure that all stakeholders understood and addressed the same topic; (2) identify shortages of skilled labor in our community and challenges in filling those jobs and; (3) identify the challenges associated with promoting both training and career opportunities in our community to high school students.

On March 10, 2015, the Board directed staff to collaborate with community partners and the skilled business community to host the Leon Works Exposition (Expo), specifically to educate high school students (15-18 years old), on the skilled jobs anticipated locally and raise awareness regarding a wide range of career and training opportunities available.

The Workgroup continued to meet monthly in 2015 to plan the Expo which was held at Lively Technical Center on October 23, 2015. Over 330 high school students attended the event during the morning session and approximately 200 members of public attended the afternoon session. Over 80 area business and academic exhibitors participated in the Expo. A Post-Expo Summary is included as Attachment #2.

During the June 2016 Budget Workshop, the Board directed staff to host the 2016 Leon Works Expo on October 20, 2016 at Lively Technical Center and to plan to host the Leon Works Expo on a two-year cycle thereafter and authorized the County Administrator to execute a grant funding agreement with TCC to receive the \$100,000 appropriated by the Legislature for Leon Works Strategic Initiatives.

The Leon Works Expo is essential to the following FY2012-FY2016 Strategic Initiatives approved by the Board at the January 26, 2016 meeting:

- *Evaluate and identify the projected unmet local market for middle-skill job opportunities (2015), and*

- *Based upon the projected unmet local market for middle-skill jobs, and with Board approval, collaborate with community and regional partners to host a new “Leon Works” exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities. (2016)*

These particular Strategic Initiatives align with the Board’s Economy Strategic Priorities:

- **(EC2)** *Support business expansion and job creation, including the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program (2012).*
- **(EC6)** *Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce” (2012).*

Analysis:

On October 20, 2016, the Leon Works Expo was held to promote skilled careers and training opportunities. A complete overview of the outcomes of this year’s Expo is included in Attachment #1.

Over 360 students, primarily juniors and seniors, from eight local high schools attended the event during the morning session where they toured several exhibit spaces and demonstration areas.

Students also attended both the Pathways to Success panel discussion with representatives from TCC, Keiser University, and Lively Tech as well as a professionalism workshop coordinated by CareerSource and the Greater Tallahassee Chamber of Commerce. The number of student attendees at this year’s Expo is an 18% increase from 2015.

Approximately 220 people attended the afternoon session, a 10% increase from the previous year. During the afternoon, attendees could receive free professional head shots, interview coaching with the TCC Career Center, resume assistance and a Professionalism Workshop with CareerSource.

One-hundred (100) area business, academic exhibitors, as well as County and City Departments participated in the Expo. These exhibitors were divided into the categories of business & IT (24), creative (10), health (14), trade (42), partners (8), and other (2). Of these exhibitors, 37 were private organizations. The number of exhibitors participating in the 2016 Expo is approximately a 20% increase from the previous year.

On November 12, 2016, the stakeholders’ workgroup held a wrap-up meeting to discuss the expo and next steps for raising awareness about skilled jobs. Attachment #1 contains more detailed information regarding outcome of the Expo and stakeholder wrap-up meeting.

Based on feedback from the stakeholders’ workgroup and the increased participation and interest from the business community, local high schools, and members of the public, the Board may wish to consider hosting the Leon Works Expo on an annual basis.

During the 2016 session, the Florida Legislature appropriated \$100,000 to support both the Leon Works Expo (\$30,000) and Junior Apprenticeship Program (\$70,000). As part of the Board's 2017 State and Federal Legislative Priorities, Leon County is requesting the same level of state appropriations to support these programs in FY17/18. Staff recommends that a Budget Discussion Item be prepared for the Board subsequent to the Legislature's decision regarding these appropriations, to consider hosting and possibly allocating funds for the Leon Works Expo in 2017.

Options:

1. Accept the Status Report on the 2016 Leon Works Expo.
2. Direct staff to prepare a Budget Discussion Item to consider continuing to host the Leon Works Expo in 2017 and on an annual basis thereafter.
3. Board direction.

Recommendation:

Option #1 and #2.

Attachment:

1. Post-Expo Summary



Leon Works Expo

POST-EXPO SUMMARY

On October 20, 2016, Leon County hosted the Leon Works Expo in partnership with the following organizations:

- Career Source Capital Region
- City of Tallahassee
- Florida Department of Education
- Leon County Schools
- The Foundation for Leon County Schools
- Keiser University
- Lively Technical Center
- Tallahassee Builders Association
- Tallahassee Community College
- Tallahassee-Leon County Office of Economic Vitality
- Talquin Electric Cooperative
- World Class School of Leon County

Attendance: The Expo was attended by 363 Leon County high school students, 25 chaperones, approximately 220 members of the public, as well as 60 County and OEV staff members and volunteers who helped to coordinate the event at Lively Technical Center. This is an increase in attendance from the previous year which was attended by 318 students and approximately 200 members of the public.

Exhibitors: In 2015, 85 organizations participated in the Leon Works Expo. This year, 100 organizations participated as exhibitors. These exhibitors were divided into the categories of business & IT (24), creative (10), health (14), trade (42), partners (8), and other (2). Of these exhibitors, 37 were private organizations. For a detailed list of exhibitors participating in the Expo see Exhibit A.

Communication and Marketing: A complete summary of staff's communication and marketing efforts for the 2016 Leon Works Expo can be found in Exhibit B. OEV staff assisted in the coordination of these efforts, and our community partners participated in the distribution of marketing materials.

Post-Expo Exhibitor Survey: The post-Expo exhibitor survey results summarize responses from 52 of the participating exhibitors. Overall, the exhibitors felt the event was worthwhile:

- The majority of exhibitors heard about Leon Works through "word of mouth" or "other" sources (Chamber, partner organizations, email promotions, etc.)
- Approximately 89% of the exhibitors felt the morning session was either "somewhat effective" or "very effective" in connecting their organization with potential students or employees.
- Almost 75% of exhibitors felt the afternoon session was equally as effective.
- 85% of exhibitors rated the Expo as "good" or "excellent" overall.
- 88% of exhibitors said they would attend a similar event next year.

Public Attendee Survey: The public attendee survey results summarize responses from a survey administered during the public portion of the Expo. Staff was able to survey 57 members of the public that attended in the afternoon. Key points from the survey include:

- The majority of attendees heard about the Leon Works Expo through "word of mouth" or "other" sources (academic institutions, recommended by parent, etc.).
- 30% of attendees said they planned to take professional headshots.
- 45% of attendees said they planned to participate in interview coaching session with the TCC Career Center.
- 40% of attendees said they planned to attend the Professionalism Workshop with CareerSource.
- 26% of attendees said they were employed, 48% said they were seeking a new career opportunity, and 26% said they were both.
- 75% of public attendees were under the age of 40.

Leon Works Expo
Post-Expo Fact Sheet
Page 2

Post-Expo Student Survey: The post-Expo student survey results summarize and compare student survey responses from before and after the event.

- Prior to the Expo, about 10% of students responded that they didn't know what career areas they were interested in. After the Expo, this number fell to about 4%.
- 96% of students reported that the Leon Works Expo helped them decide if pursuing a skilled career is right for them.
- Nearly all students rated the Leon Works Expo as "good" or "excellent."
- Over three quarters of students said they intended to follow up with a business that exhibited at the Expo.

Leon Works Workgroup Debrief: On November 8, 2016, the Leon Works Expo Workgroup met to debrief and discuss the future of the event moving forward and ways to expand the impact of the Leon Works Initiative. Key takeaways from the meeting include the following:

- To reach additional students in Leon County, partnerships with local charter and/or private schools should be considered.
- Increased public participation in the afternoon session shows that there is a need in the community. The Workgroup agreed that collectively additional promotional efforts are needed.
- To increase the number of valuable interactions between students and exhibitors, additional steps can be taken to prepare students for attending the Expo. CareerSource and the Foundation for Leon County Schools volunteered to assist in the process and assess the possibility of going into schools to educate students about the need for skilled careers in the area and how to act professionally when engaging with employers.
- Increased outreach and engagement of local educators is needed, specifically to ensure that they are aware of the workforce development needs in the area. The workgroup discussed possibly hosting a continuing education workshop for career and technical education instructors to share labor market information and the growing need for skilled workers.
- Additional career and technical education programs for Leon County students are needed to fill the unmet local market for skilled job opportunities.

Exhibits:

- A. Leon Works Expo Exhibitor List
- B. Communication and Marketing Summary
- C. Post-Expo Exhibitor Survey Results
- D. Public Attendee Survey Results
- E. Post-Expo Student Survey Results

2016 Leon Works Exhibitors

Attachment #1
Page 3 of 10

#	Career Sector	Category	Company/Association	Contact Name
1	Business & IT	Camera and Digital	Canon Solutions America, Inc.	Chris Niro
2	Business & IT	Entrepreneurship	Capital City Pedicabs	Mike Goldstein
3	Business & IT	HR	City of Tallahassee - Human Resources	
4	Business & IT	Customer Service/Staffing	City of Tallahassee Utility Business & Customer Service	
5	Business & IT	Call Center	Consolidated Dispatch	Will Blanton
6	Business & IT	Finance	First Commerce Credit Union	Donna Utecht
7	Business & IT	Financial Literacy/Tax Assistance	Impact America Florida/VITA Progra	Kim Harris
8	Business & IT	Education-financial literacy and entrepreneurship	Junior Achievement Big Bend	Kristi Strickland
9	Business & IT	Information Technology	Keiser - Information Technology	
10	Business & IT	Business Administration	Keiser - Business Administration	
11	Business & IT	CAD	Leon County - Engineering	Chales Wu
12	Business & IT	GIS/IT	Leon County - Office of Information & Technology	Ned Cake Elizabeth Ostrus
13	Business & IT	HR	Leon County HR	Candice Wilson
14	Business & IT	Business	Lively - Business Administration	
15	Business & IT	Digital Design, Web Development, & Digital Media/Multimedia Design	Lively - Digital Design, Web Development, & Digital Media/Multimedia Design	
16	Business & IT	Digital Media & Multimedia Design	Lively - Digital Media & Multimedia Design	
17	Business & IT	Payroll	PayOut USA	Micah Miley
18	Business & IT	Entrepreneurship	Proper Channel/Domi Station	William McCluskey
19	Business & IT	Staffing Firm	Remedy Staffing	Kammie Gargan
20	Business & IT	Business & Entrepreneurship	TCC - Business & Entrepreneurship	Stephen Dunnivant Amy Bentley Jessica Jones Gideon Nnaji Karen Washington

2016 Leon Works Exhibitors

Attachment #1
Page 4 of 10

#	Career Sector	Category	Company/Association	Contact Name
21	Business & IT	Technology	TCC - Engineering Technology TCC - Digital Media & Computer Technology	Ha Hoang Sue Bickford Brian Venclauskas Roopli Kambo Carlos Miranda
22	Business & IT	Workforce Development	TCC Workforce Development Division - Retail & Customer Service	Kimberly Moore Marissa Mainwood
23	Business & IT	Finance	Tyndall Federal Credit Union	Larry Black
24	Business & IT	Restaurant Management	Whataburger	Nicki Keller
25	Creative	Photography	Aerial Tallahassee	Alex Workman
26	Creative	Cosmetology	Aveda Institute Tallahassee	Julie Todd
27	Creative	Culinary	Keiser - Culinary Arts	
28	Creative	Culinary	KitchenShare	Michele Gomez
29	Creative	Barbering	Lively - Barbering	
30	Creative	Cosmetology	Lively - Cosmetology	
31	Creative	Culinary	Lively - Culinary	
32	Creative	Photography	Lively - Photography	
33	Creative	Cosmetology	North Florida Cosmetology Institute	Anita Coppedge
34	Creative	Photography	Steven Saccio Photography	Steven Saccio
35	Health	Mental Health	Apalachee Center	Stephanie Luckie
36	Health	Captioned Call Center for those with hearing loss	CapTel Outreach	Jenny Klobuchar Kathryn Graham
37	Health	Senior Care	Hopewell In-Home Senior Care	Jami Eddy
38	Health	Medical Assisting	Keiser - Medical Assisting	
39	Health	Nursing	Keiser - Nursing	
40	Health	Radiology	Keiser - Radiologic Technology	
41	Health	Occupational Therapy	Keiser Occupational Therapy	
42	Health	Sports Medicine	Keiser -Sports Medicine & Fitness Technology	
43	Health	EMS	Leon County - EMS	Sally Davis
44	Health	Practical Nursing, Massage Therapy, Pharmacy Technician	Lively Tech - Health Education	
45	Health	Medical Assisting, Patient Care Technician	Lively Tech - Health Education	
46	Health	Nursing/Physical Rehabilitation	St James Health and Rehab	Kristine Baust

2016 Leon Works Exhibitors

#	Career Sector	Category	Company/Association	Contact Name
47	Health	Hospital	Tallahassee Memorial Healthcare	Ingrid V. Ross
48	Health	Community Health Center	North Florida Medical Centers	Diane Papka
49	Other	Library / Job Assistance	Leon County Libraries	Cay Hohmeister
50	Other	Elections	Leon County Supervisor of Elections	Susan "Susie" Caplowe
51	Partner	CareerSource	CareerSource	Jim McShane
52	Partner	Apprenticeships	FDOE Division of Career and Adult Education	Patrick Wright
53	Partner	Academic Registrar	Keiser University Admissions	
54	Partner	Volunteer Services	Leon County - Volunteer Leon	
55	Partner	Adult Education/ GED	Leon County Schools Adult & Community Education	Martha Clark
56	Partner	Academic Registrar	Lively - Student Services	
57	Partner	Academic Program	Lively - Transition	
58	Partner	Academic Registrar	TCC Admissions & Recruiting	Christen Bennett Jonathan Davis Amy Gaughf
59	Trade	Construction	Alpha Foundation Specialists	Lisa Scully
60	Trade	Cabinetry	Cabinetry Design Studio	Jonathan Gladu
61	Trade	Building Inspection	City of Tallahassee - Building Inspection	
62	Trade	Electricity	City of Tallahassee - Electric	
63	Trade	Auto Mechanics	City of Tallahassee - Fleet / Starmetro	
64	Trade		City of Tallahassee - Gas & UCBS	
65	Trade	Fire Protection	City of Tallahassee Fire Department	Ashante Petties
66	Trade		City of Tallahassee Fleet/Star Metro	
67	Trade	Aviation	City of Tallahassee International Airport	
68	Trade	Law Enforcement	City of Tallahassee Police Department	Dione Grimes
69	Trade		City of Tallahassee Underground Utilities	
70	Trade	Utilities	City of Tallahassee Utilities	
71	Trade	Job Training & Placement	DCF - Building Futures Program	Tatum Drazen
72	Trade	Aviation	Florida Aviation Center	Faith Dewry
73	Trade	Forestry	Florida Forest Service	Todd Schroeder
74	Trade	Law Enforcement	Florida Highway Patrol	Sgt. Mellow D. Scheetz
75	Trade	Criminal Justice	Keiser - Criminal Justice	Shyam Mistry
76	Trade	HVAC/Electricity	Leon County - Facilities Management	Shelly Cason
77	Trade	Auto Mechanics	Leon County - Fleet	John Pompey
78	Trade	Construction	Leon County - Operations (Public Works)	Dale Walker

2016 Leon Works Exhibitors

Attachment #1
Page 6 of 10

#	Career Sector	Category	Company/Association	Contact Name
79	Trade	Law Enforcement	Leon County Sheriff's Office	Pattie Jackson
80	Trade	Auto Mechanics	Lively - Auto Mechanics & Motorcycle	
81	Trade	Aviation	Lively - Aviation	
82	Trade	Electricity	Lively - Electricity	
83	Trade	HVAC	Lively - HVAC	
84	Trade	Welding	Lively - Welding Jones Welding Supply Lincoln Electric	Mann Roberts
85	Trade	Manufacturing	Manufacturers Association of Florida	Amanda Bowen
86	Trade	Brickmasons	Masonry Apprentice & Educational Foundation	Al Herndon
87	Trade	Plumbing	Mr. Rooter Plumbing of Tallahassee / Reed-Tillman Corp	Shiela Jones
88	Trade	Surveying	Nobles Consulting Group, Inc.	Allen Nobles
89	Trade	Construction/Workforce	OnBoard4Jobs Construction Careers	Jill Cappadoro
90	Trade	Construction	Roberts Sand Co.	Trish Jacobs
91	Trade	Truck Driving	Sandco, LLC	Carlton Jackson
92	Trade	Service Tech	Savannah Sound Apartments	Misty Rowe
93	Trade	Auto Maintenance	Super-Lube/Auto Super-Service Center	Dee Dodd
94	Trade	Construction	Tallahassee Builders Association	Lynn Edwards
95	Trade	Utilities	Talquin	Maicel Green
96	Trade	Advanced Manufacturing	TCC - Industrial Machine Maintenance	Amy O'Donnell
97	Trade	Advanced Manufacturing	TCC - Machining TCC - Welding	Joy Cross Marc Dick Irv Leonard
98	Trade	Workforce Development	TCC Workforce Development Division - Truck Driving & Cybersecurity	Jessica Griffin Rick Frazier Jynelle Robinson
99	Trade	Military	United States Army	Justin R. Thomas
100	Trade	Waste Management	Waste Pro	Gion Louis



Leon Works Communication and Marketing

- 1. News Advisory**
 - a. Distributed on October 4
- 2. Radio Advertisements**
 - a. Rotations on WFSU and Red Hills Radio (99.9 Hank FM and 103.1 The Wolf)
 - b. Rotations on Cumulus Broadcasting (102.3), (96.1), and (98.9)
- 3. Print Ads**
 - a. Tallahassee Democrat (1/4 page ad in employment classifieds section) – Sunday, October 9 and Sunday, October 16
 - b. Added- Mon-Wed October 17-19
 - c. Leon County LINK – October 2 (Democrat) and Thursday, October 6 (Capital Outlook)
- 4. Digital Ads**
 - a. Tallahassee Democrat Push Down – Friday, October 14 and Saturday, October 15
 - b. Tallahassee Democrat Homepage Banners – October 7-October 19
 - c. CareerBuilder Job Posting Ad- October 7-October 19
- 5. Print Materials**
 - a. Postcard (Exhibitor Recruitment)
 - b. Rack Cards
 - c. 11x17 Poster
- 6. Social Media – began September 30**
 - a. Facebook
 - b. Twitter
 - c. Instagram
 - d. LinkedIn
- 7. TV**
 - a. Comcast & CenturyLink
- 8. Media Outreach**
 - a. WTXL
 - b. WCTV
 - c. Tallahassee Democrat
 - d. Capital Outlook
 - e. WFSU
- 9. Community Partners**
 - a. Career Source
 - b. UPHS
 - c. Leon County Veterans Resource Center
 - d. CONA and others
- 10. Community Calendars**
 - a. Tally Connection
 - b. WFSU, WTXL, WCTV
 - c. More...



Leon Works Expo

POST-EXPO EXHIBITOR SURVEY RESULTS

Summary Points:

- 52 total responses (21% Academic Institutions; 27% Business & IT; 8% Creative; 13% Health; and 31% Trade)
- Almost all of the exhibitors (89%) felt that the morning layout of the exhibit areas and demonstrations were either somewhat efficient or very efficient.
- The afternoon layout was a little less effective – 83% of exhibitors found the layout of the exhibit areas either somewhat efficient or very efficient.
 - This is an improvement from the 2015 afternoon session, which only 73% of exhibitors felt was either somewhat efficient or very efficient. Based on previous exhibitor comments, staff made several efforts to improve signage and direct traffic to all areas of the exhibit hall and will continue to do so for the next Leon Works Expo.
- Approximately 2/3 of exhibitors found the “Passport to Success” useful in encouraging student participation.
 - Most others were “unsure,” but left some good suggestions in the comments field regarding how to further encourage interactions between exhibitors and students.
- About 85% of exhibitors felt the morning session was either somewhat effective or very effective in connecting their organization with potential students or employees.
- Almost 75% of exhibitors felt the afternoon session was either somewhat effective or very effective in connecting their organization with potential students or employees.
 - Exhibitor comments were all positive about those that attended the afternoon session; however, many commented on the decrease in attendance compared to the morning session.
- Almost all of the exhibitors (95.5%) found the exhibitor meals and Hospitality room useful.
- Most importantly, the Expo left a great impression on those who attended
 - Over 85% rated the Expo as good or excellent overall.
 - And 88% of exhibitors said they would attend a similar event next year. The remaining 12% said “Maybe.”



Leon Works Expo

PUBLIC ATTENDEE SURVEY RESULTS

Summary Points:

- When asked how they heard about the Leon Works Expo, the majority of public attendees said Word of Mouth (39%), Career Builder (14%), or Other (18%).
- 30% of public attendees planned on taking a free professional headshot.
- 45% of public attendees planned on participating in an interview coaching session with the TCC Career Center.
- 40% of public attendees planned on attending the Professionalism Workshop with CareerSource.
- The majority of public attendees (48%) said they were seeking a new career opportunity.
 - 26% of public attendees said they were currently employed and another 26% said they were both employed and seeking a new career opportunity.
- 47% of attendees were in the 22-39 year age range, 28% were in the 16-21 year age range, and 25% were in the 40-59 year age range.



Leon Works Expo

POST-EXPO STUDENT SURVEY RESULTS

Summary Points:

- Over 96% of students felt their interactions with exhibitors were somewhat useful or very useful.
- All students responded that they found the outdoor demonstrations somewhat useful or very useful.
- Over 88% of students felt the “Professionalism, Social Media, and Soft Skills for Workplace Success” workshop was somewhat useful or very useful.
- Over 96% of students felt the “Pathways to Success” panel of speakers during the closing program was somewhat useful or very useful.
- Almost all students (96%) responded that the Leon Works Expo has helped decide whether pursuing a skilled career is right for them
- Prior to the Expo, about 11% of students responded that they didn’t know what career areas they were interested in. After the Expo, this number fell to below 4%.
- After attending the Expo, there was an across-the board increase in how students perceive the importance of the soft skills – the biggest increase was in “positive attitude.”
- Over three quarters of the students who attended the Expo plan to follow up with a business that exhibited.
- Nearly all students (96%) rated the Leon Works Expo as “Good” or “Excellent.”

**Leon County
Board of County Commissioners**

Notes for Agenda Item #23

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a Status Report on Lake Munson

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Status Report on Lake Munson and direct staff to update the Lake Munson Action Plan with primary assistance from the Science Advisory Committee and as needed input from the Water Resources Committee.

Report and Discussion

Background:

As a direct result of the SAC's Lake Munson stakeholders meeting conducted on June 9, 2016, staff is recommending that the 1994 Lake Munson Action Plan be updated with primary assistance from the SAC, and as needed, assistance from the Water Resources Committee. An updated plan will provide guidance on approaches to address the on-going health and preservation of the lake. An updated plan will also be used to support future grant requests and as a basis for funding from governmental agencies. Staff projects a revised draft plan will be completed in 2018.

At the May 13, 2008 Board meeting, Public Works staff provided a Status Report on Lake Munson Restoration. In that report, it was determined that lake restoration funds from the Florida Fish and Wildlife Conservation Commission (FWC) were potentially available, but typically account for less than 10% of the project costs. Until such time as other agencies participate in its funding, FWC could not justify allocating funds to the Lake Munson Restoration Project. As there were no other funding sources available, the Board directed staff to establish a restoration committee, chaired by Dr. Bill Landing, Chairman of the Science Advisory Committee (SAC), to establish a restoration plan for Lake Munson.

On June 26, 2009, the SAC and the Ochlockonee River Soil and Water Conservation District (ORSWCD) hosted a Lake Munson Workshop. The SAC provided a summary statement for the workshop that contained recommendations for periodic drawdowns to improve the water quality in the lake. The committee determined that the organic and nutrient rich sediments that have accumulated over time in Lake Munson contribute significantly to poor water quality. These sediments need to be removed; however, this would be extremely expensive, and polychlorinated biphenyl (PCB) contamination in some areas would make disposal even more expensive. Additional funding sources to initiate the sediment removal have not been identified.

A drawdown was planned in concert with the Lake Munson Dam Restoration Project in an effort to improve the lake's water quality. It was anticipated the drawdown would be beneficial to the lake by allowing the sediments to de-water, oxidize and form a hardened crust over the lake bottom. Basically, the drawdown could serve to "cap" the underlying sediment and provide habitat for fish spawning. The general consensus was that the least expensive restoration option was to drain Lake Munson to allow this process to occur. The drawdown began in October 2010 and continued until June 2011.

Lake Munson received a Total Maximum Daily Load (TMDL) by the Florida Department of Environmental Protection (FDEP) in 2013. The TMDL requires a 50% reduction to the Biological Oxygen Demand (BOD), a 32.5% reduction for Total Nitrogen (TN), a 76.7% reduction for Total Phosphorous (TP) and a 31.9% reduction in turbidity.

The Annual Water Quality Report was presented to the SAC on August 7, 2015. The report indicated that the drawdown appeared to not have improved the water quality in the lake. The SAC drafted a letter to the County Administrator offering their assistance and provided a recommendation to bring together stakeholders and the expertise necessary to plan the best methods for improving the water quality and further restoration of Lake Munson. The plan was to conduct a meeting similar to the one conducted in 2009, to build on the first report and explore potential new restoration and water quality improvement options. At the November 22, 2015 Board meeting, the Board authorized staff to provide assistance to the SAC for another Lake Munson Meeting.

Analysis:

The Lake Munson Meeting was conducted on June 9, 2016, at the Leon County Extension Office. There were 38 attendees with diverse backgrounds, including citizens and representatives from the Northwest Florida Water Management District, the FDEP, FWC, Blueprint 2000, Department of PLACE, City of Tallahassee and Leon County (Attachment #1). Detailed summaries of all the presentations are included as Attachment #2. The following is a synopsis of the presentations.

The meeting opened with Dr. Bill Landing providing a history of Lake Munson. He also expressed the need for coordination to find ways to restore and keep this lake as an ecological, recreational and economic asset. He noted the goal is to restore the lake to a high-quality water resource.

Johnny Richardson, Leon County Public Works, provided history and a refresher on the TMDL and an update on the sampling data. Since the last drawdown, the lake is still not meeting the TMDL and the water quality has not improved. Theresa Heiker, Leon County Public Works, provided a summary of completed projects in the Lake Munson Basin and indicated that there were a significant number of older, developed sites with no stormwater facilities. Stormwater retrofit in some of these areas could improve the water quality of upstream waterbodies as well as Lake Munson and Munson Slough. She referenced projects remaining to be completed from the 1994 Lake Munson Action Plan. Other alternatives were also discussed, such as alum in stormwater facilities and planting of bulrush as a bioremediation technique currently being utilized at Lake Munson.

Mr. Woo-Jun Kang, FDEP Division of Environmental Assessment and Restoration, presented results from a sediment study conducted to quantify changes in nutrient characteristics of Lake Munson sediments in response to the 2011 lake drawdown. He noted reductions in both total nitrogen and total phosphorous in sediment over the drawdown period. His findings suggest that sediment nutrient removal can be accomplished at low cost by a drawdown, especially for total nitrogen in the sediment.

Charles Hargraves and Gary Phillips, Blueprint 2000, provided a summary of projects completed within the basin that were intended to reduce flooding and improve water quality. Franklin Boulevard, Cascades Park and wetland mitigation in the Capital Circle S.W. widening were some examples of projects funded by Blueprint 2000.

Steve Hodges, Tallahassee-Leon County Planning Department, presented a summary of land use in the Lake Munson Basin. The size of the basin is 42,529 acres (66.5 square miles). Approximately 45% (29.9 square miles) of the basin is urbanized, 31.5% (22.3 square miles) is protected open space (the majority within the Apalachicola National Forest) and 19.5% (13 square miles) is undeveloped land. He identified 15 greenway trail projects in the basin and properties targeted for acquisition.

Mark Heidecker, City of Tallahassee, presented sampling data on some of the monitoring locations along drainage ditches that discharge into Lake Munson. He identified internal lake nutrient loading as a major issue. He indicated that 72 projects, ranging from small private site drainage improvements to large channel projects, have been completed, designed or planned at a cost of \$78 million. He indicated that efforts should focus on in-lake options to address the internal loading from sediment. He advocated in-lake alum treatment to inactivate the sediment, establishment of plant communities, muck removal and drawdowns.

Dr. Harvey Harper, Environmental Research & Design, was contracted by the City to evaluate the feasibility of sediment nutrient inactivation (by alum treatment) in Lake Munson. The executive summary of his report is found in Attachment #2. Sediment inactivation is a lake restoration technique which is designed to reduce sediment phosphorous release by combining available phosphorus in sediments with aluminum to bind it and render it unavailable for release into the lake. He indicated that this technique is a viable option for lake restoration, but additional sediment monitoring is necessary.

The presentation by the FWC involved three sections: Division of Freshwater Fisheries Management (DFFM), Invasive Plant Management (IPM), and Aquatic Habitat Restoration/Enhancement (AHRE). B.J. Jamison, DFFM, summarized fish sampling data and population. He noted the overall fish condition was good, but there was a possible issue with largemouth bass recruitment, possibly due to lack of protective vegetative habitat. Derek Fussell, IPM, reviewed the history of the invasive plant community and presented the current work plan to treat any reappearance of water hyacinth and hydrilla. Megan Keserauskis and B.J. Jamison, AHRE, reviewed the types of restoration and enhancement projects typically funded and the application process. They reviewed past projects and stressed the importance of collaboration in project development and funding, and there may be opportunities for limited funding projects through their program. They also indicated that a lake drawdown should take place every 7-10 years to benefit the lake habitat.

The last presentation was provided by Jim Stevenson on the Ames Sink Acquisition Proposal. Ames Sink is located on Cottonwood Lane approximately one mile north of the Leon/Wakulla County line. Scientists found a direct connection to Wakulla Springs after placing dye in Ames Sink. Mr. Stevenson advocates purchasing Ames Sink to protect this valuable resource. The purchase would be for three vacant lots totaling 3.5 acres. He indicated that the Property Appraiser's total market value for these three lots is \$105,000.

There were various topics discussed at the Munson Meeting that require further analysis. These topics include:

- Vision for the lake;
- Drawdown of the lake;
- Summary of COT, County, Blueprint 2000 and State upstream projects completed/expected in the next five years;
- Muck removal: cost update, sediment testing for PCBs and other contaminants, funding source, and disposal site;
- Alum sediment stabilization - further research and analysis;
- Mass balance of nutrients that the lake receives and discharges over the dam;
- Other in-lake restoration techniques: alternative muck stabilization during drawdown, bioremediation, treatment facility, macrophyte re-establishment, etc.;
- Update on fish testing;
- Sediment sampling and speciation;
- Invasive plant and animal management;
- Stormwater treatment standard for undeveloped property;
- Ames Sink acquisition; and
- Update the Lake Munson Action Plan.

The Munson Meeting provided a unique forum which produced many new ideas that require further exploration and analysis. One of the primary topics discussed was updating the January 1994 Lake Munson Action Plan. The SAC noted that the plan is outdated and needs to be revised. The issues and topics mentioned above could be included in the update of the plan. The SAC is requesting the Lake Munson Action Plan be updated. Staff agrees with the SAC and recommends updating the plan. An updated plan could be used as support for future grant requests and as a basis for funding from governmental agencies.

Options:

1. Accept the Status Report on Lake Munson and direct staff to update the Lake Munson Action Plan with primary assistance from the Science Advisory Committee and as needed input from the Water Resources Committee.
2. Do not accept the Status Report on Lake Munson and do not direct staff to update the Lake Munson Action Plan with primary assistance from the Science Advisory Committee and as needed input from Water Resources Committee
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Lake Munson Meeting Attendees List
2. Lake Munson Meeting Presentation Summaries

LAKE MUNSON MEETING
Leon County Extension Office
Thursday, June 9, 2016
Attendees

Name	Email Address		
Gary Phillips	GMPhillips@mbakevintl.com		
Mark Heidecker	mark.heidecker@talgov.com		
Brandon Wanner	brandonwanner@cardno.com		
Theresa Heiker	heikert@leoncountyfl.gov		
Megan Keserauskis	megan.keserauskis@myfwc.com		
Edgar Wade	wadee@leoncountyfl.gov		
Woo-Jun Kang	woojun.kang@dep.state.fl.us		
Jim Stevenson	florida_springs@comcast.net		
Catherine Bray	catherine.bray@talgov.com		
Skip Cook	cook05@comcast.net		
Jerrick Saquibal	jerrick.saquibal@nwfwater.com		
BJ Jamison	bj.jamison@myfwc.com		
Paul Johnson	Pjounhson@ene.com		
John Buss			
Richard Wieckowicz			
David Henry	david.henry@talgov.com		
Rick Jenkins	rickijenkins@blueprint2000.org		
Jason Icerman	jason.icerman@talgov.com		
Johnny Richardson	richardsonjo@leoncountyfl.gov		
Amy McKenna	mckenna@magnetfsu.edu		
Sharon Gray	apfamtomeet@earthlink.net		
Kristina Bridger	bridgerk@leoncountyfl.gov		
Mark Repasky	repaskymd@aol.com		
Stephen Hodges	stephen.hodges@talgov.com		
Courtney Schoen	courtney.schoen@talgov.com		
Cal Jamison	caljamison@msn.com		
Mark Tancig	tancig00@ufl.edu		
Rick Dunkel	rdunkel@earthlink.net		
Amy Datz	amaliedatz@mac.com		
Curtis Baynes	curtis@cebaynes.com		
Barry Wilcox	barry.wilcox@talgov.com		
Derek Fussell	dereck.fussell@myfwc.com		
Larry Hendricks	larry4taly@yahoo.com		
Sam Ward			
John Kraynak	kraynakj@leoncountyfl.gov		
Will Sheftall	sheftall@ufl.edu		
Donna McKenzie	dmck22@earthlink.net		
Ariel Robinson	robinsona@leoncountyfl.gov		

LAKE MUNSON MEETING JUNE 9, 2016

MEETING OBJECTIVES:

TO WORK TOGETHER TO FIND WAYS TO RESTORE AND KEEP
THIS LAKE AS AN ECOLOGICAL, RECREATIONAL, AND
ECONOMIC ASSET;

TO JOINTLY ASSESS THE REQUIRED ACTIONS TO BRING THE
LAKE TO THE HIGH QUALITY WATER RESOURCE THAT IT CAN BE

LAKE MUNSON ACTION PLAN

Restoring and Preserving for Future Generations

A REPORT WITH RECOMMENDATIONS

*Produced by the Lake Munson Action Team
for the
Leon County Board of County Commissioners
and the
Citizens of Leon County*

JANUARY, 1994



Nutrient pollution and sedimentation from municipal wastewater effluent and stormwater input, extensive channelization of drainage systems and encroachments into wetlands and waterbodies throughout the drainage system, prolonged impoundment, and poor maintenance and water management practices have severely degraded the water quality, fisheries, and esthetics of Lake Munson.

A clearly defined Watershed Management program is critical to lake restoration and protection. The Action Team strongly endorses the City of Tallahassee-Leon County Lake Munson Stormwater Management Plan (Bartel et al, 1991). While the cost of this plan totals approximately \$16,000,000, the projected reduction in the cost of flood damage alone is \$1,000,000 per year, and creative approaches to funding projects and programs can ease the financial burden to any one funding source.

In-Lake Restoration hinges on removing a two-foot thick layer of nutrient-rich, organic sediment at a cost of \$2,000,000. Without an in-lake source of excessive nutrients, Lake Munson will be able to thrive as an outstanding fishery and recreational area.

Though Lake Munson is one of the most abused waterbodies in the region, it has tremendous potential and can be completely restored in ten years. Consider this Action Plan an investment portfolio, one which, if implemented, will pay dividends of a lasting and higher quality of life for the citizens of Leon County.

Table 3
FINAL RANKING OF POSSIBLE SOLUTIONS

RANK	POSSIBLE SOLUTION	AVERAGE	STD. DEV.
1.	Determine ownership of dam and responsibility for its operation and maintenance	25.50	3.24
2.	Increase funding for Stormwater Utility	24.89	2.18
3.	Place trash racks in proposed wet detention facilities	24.6	2.05
4.	Generate support for the implementation of the City/County Stormwater Management Plan	24.56	2.11
5.	Stop development in wetlands	24.50	3.54
6.	Repair dam structure	24.22	1.93
7.	Improve stormwater conveyance systems only after wet detention ponds are built	24.00	3.74
8.	Remove trash from lake bottom during drawdown	23.56	3.62
9.	Implement the NFWFMD's Stormwater Management Plan	23.22	1.03
10.	Create "greenways" next to floodplains	23.13	3.02
11.	Purchase important areas such as Black Swamp, etc.	23.00	2.11
12.	Restock lake with sports fish after restoration efforts	22.89	2.47
13.	Establish joint County/Federal park	22.83	2.34
14.	Assess fines for sewage spills	22.78	3.33
15.	Conduct winter drawdowns	22.78	3.54

NOT RECOMMENDED

36.	Lower overflow at dam	19.89	3.70
37.	Mitigate sewage spills	19.88	2.98
38.	Improve water conservation measures	19.78	3.70
39.	Require sewer hook-up for new construction	19.44	3.74
40.	Use aeration in deep areas	19.43	3.70
41.	Require separate septic systems for gray water	19.25	3.93
42.	De-channelize Munson Slough	19.13	4.37
43.	Require sewer hook-up of all businesses and residences in watershed	19.00	4.08
44.	Promote composting toilets	18.78	3.97
45.	Restore certain wetlands	18.44	2.11
46.	Increase street sweeping	18.11	5.00
47.	Burn lake bottom	17.33	2.54
48.	Draw down the lake prior to flooding	17.11	3.21
49.	Decentralize sewage treatment	16.78	4.89
50.	Eliminate ditches	14.50	5.43
51.	Use alum injection system	14.13	5.49
52.	Divert water around Lake Munson	12.44	5.89



**OCHLOCKONEE RIVER
SOIL AND WATER CONSERVATION DISTRICT
And the
Leon County Science Advisory Committee.**

SERVING ALL OF LEON COUNTY

October 5, 2009:

Scott Matteo
Chair
Supervisor
District II

RE: Summary of the June 26, 2009 Lake Munson Workshop.

Blas Gomez
Supervisor
District I

The Ochlockonee River Soil and Water Conservation District and the Tallahassee-Leon County Science Advisory Committee hosted the Lake Munson Workshop on June 26, 2009 at the Leon County Agricultural Extension Office. Mr. Darrell Johnson, the regional NRCS Agent prepared a fine lunch for the group. There were 65 attendees representing almost all of the state and local agencies and environmental groups. Dr. Bill Landing, Department of Oceanography, FSU, the Chair of the Tallahassee-Leon County Science Advisory Committee, moderated the workshop.

Misty Penton
Supervisor
District III

Mission: To continue and expand protective and restorative efforts of Lake Munson/Munson Slough water quality and biological health. The goal is to return Lake Munson to healthy water quality levels.

Brian Acosta
Supervisor
District IV

Objectives: Soliciting major concerns from various agencies to acquire a condensed list of issues.

Sean McGlynn
Supervisor
District V

Jess van Dyke spoke of the necessity to accomplish something now. He advised the Lake Munson Action Team that authored a Lake Management Plan in 1994. This plan called for restorative efforts, including sediment removal, 15 years ago.

The presentation by Johnny Richardson, Leon County Water Quality Scientist, used Leon County's water quality monitoring data to show that the water quality in Lake Munson is actually worse than the inflow water quality. He discussed the complexities and expenditures involved with removing sediments contaminated with PCBs. Mr. Richardson mentioned the invasive exotic Island Apple Snail (*Pomacea insularum*) recently established throughout the Lake Munson watershed.

The presentation by John Cox, City of Tallahassee Stormwater, mentioned numerous water quality improvement projects the City has planned for the Lake Munson Watershed and an equally impressive expenditure of funds.

Matt Phillips, FWC Biologist, Invasive Plant Management Section, stated that

Leon County Agricultural Extension Office
615 Paul Russell Road, Tallahassee, FL 32301
(850) 877-3724

1. All governmental and non-governmental agencies should work together ... to inform the public and each other about their plans for current and future projects that will affect Lake Munson and the Lake Munson watershed.
2.Effective planning should include water quality modeling to assess the combined effects of each project and maximize water quality improvement for Lake Munson.
3. There should be an effort to re-establish macrophytes in Lake Munson to enhance nutrient assimilation, stabilize the sediments, and provide fish habitat in Lake Munson.
.....The invasive Island Apple Snail seems to consume most native aquatic plants, however there are some resistant plant species worthy of investigation. Control of the snails is difficult.

4. There should be a planned drawdown regime for Lake Munson. The timing of the drawdowns should be at least every seven years and possibly as often as every three years.

5. A sediment removal or treatment program for Lake Munson would be the most challenging and expensive part of any restoration effort, but all of the agencies involved should develop a sediment improvement plan that could be accomplished if funding were made available in the future.

Request from SAC to BOCC, Feb. 9, 2016:

To restore and keep this lake as an asset (economically, ecologically, and recreationally for the citizens) the Leon County Science Advisory Committee urges the Commissions to jointly assess the required actions to bring the lake to the high quality water resource that it can be.

The City and County Commissions should bring together stakeholders and the expertise necessary to plan the best methods for improvement of water quality and further restoration of the lake.

Summary of Lake Munson Presentation 2016

Johnny Richardson

Lake Munson is an approximately 255 acre, cypress-rimmed, nitrogen-limited lake located south of the City of Tallahassee. Lake Munson receives the majority of its water from the heavily altered Munson Slough and its tributaries. Lake outflow continues southward via Munson Slough and finally drains into Ames Sink. Dye trace studies have confirmed a direct connection between Ames Sink and Wakulla Springs.

Approximately 45% of land use in the 42,526 acre Munson basin is industrial, commercial, residential, or transportation. Increases in stormwater runoff, and waterbody nutrient loads can often be attributed to these types of land uses.

The Lake and Slough has a history of severe water quality and ecological problems including fish kills, algal blooms, exotic vegetation and snails, high nutrient and bacterial levels, low game fish productivity, sediment contamination, depressed oxygen levels and fish consumption limits.

Lake Munson and Munson Slough received Total Maximum Daily Loads (TMDLs) by the Florida Department of Environmental Protection (FDEP) for several parameters, including biological oxygen demand, total nitrogen, total phosphorus, turbidity, fecal coliforms and ammonia. Unfortunately, most of the above parameters continue to be consistently above the TMDL limits. The geometric means of chlorophyll *a*, total nitrogen and total phosphorus have also exceeded the state Numeric Nutrient Criteria (NNC) several times over the sampling period.

There has been a general consensus that the organic and nutrient-rich sediments in Lake Munson are contributing to the poor water quality and that sediment removal would be the best way to improve the lake's water quality. Unfortunately, sediment removal would be logistically very difficult and extremely expensive. It was decided that the best option was to periodically drain the lake. The lake drawdowns were expected to result in de-watering,

compaction, and partial oxidation of sediments that that would create a sediment "cap" that would serve to improve water quality and simultaneously generate suitable habitat for fish spawning.

The lake drawdown commenced on October 18, 2010. The drawdown continued until June 14, 2011. Sampling recommenced in the third quarter of 2011. Unfortunately, it does not appear that the initial drawdown improved water quality.

While the lake drawdown appeared to consolidate the sediment, there seems to have been little to no effect regarding nutrient reduction in the water column. Algal blooms, represented by chlorophyll-*a*, also continue to be a problem in Lake Munson.

Ironically, the Lake Vegetation Index score for Lake Munson was 58, placing the lake's vegetative community in the healthy category.

Conclusions

Based on ongoing sampling, Lake Munson and Munson Slough continue to not meet TMDL and NNC limits. Algal blooms, represented by chlorophyll-*a*, continue to be a problem in the lake. The aforementioned statements suggest that the initial lake drawdown seemed to have had little or no effect regarding nutrient reduction in the water column.

Title: BMP Recommendations for the Lake Munson Basin
Theresa Heiker – Presenter

Leon County reviewed ecosystem impacts to the Lake Munson Basin due to historic development and drainage practices. Major water features within the Lake Munson Basin include West Drainage Ditch, East Drainage Ditch, Central Drainage Ditch, Gum Creek, Bradford Chain of Lakes, Bradford Brook, Munson Slough, Lake Munson, and Ames Sink. Leon County views the Lake Munson Basin as a whole system, recognizing the continuing interaction between the developed/alterd channels and the waterbodies and watercourses which retain their natural character. Development in the past did not require stormwater quality or quantity controls. This resulted in increased flows, volumes and pollutant loads into the Lake Munson waters.

It is appropriate to continue stormwater retrofit facility construction for commercial and residential development built without stormwater controls in order to reduce these historic impacts. Significant retrofit has occurred in the Central Ditch watershed. Attention is needed for the West Ditch and the East Ditch. The altered hydrology of the Munson Basin increases the difficulties in addressing water quality within Lake Munson.

Leon County summarized past projects such as the targeted land Acquisition for the Munson Slough Overflow and Lake Henrietta. Since completion in 2002, the Lake Henrietta facility has intercepted over 60,000 cubic yards of sediment or roughly 1/3 the volume of the Munson sediment delta. In addition, Leon County Operations Division has retrieved approximately 2,740 cubic yards of trash since 2011. The County also identified projects remaining to be pursued from the Lake Munson Stormwater Management Plan (Bartel et al, 1994), which include detention facilities for the East Drainage Ditch (East Branch Stormwater Facility and Orange Pond) and West Drainage Ditch (Vega Drive Pond and Eisenhower Avenue Pond).

Alum may be an appropriate stormwater treatment option. One site for consideration is the Capital Cascades/FAMU Way Extension facility near Lake Elberta. The design can incorporate Alum flocc capture and discharge it to the adjacent wastewater system.

Innovative alternatives suggested were:

(1) Bioremediation, a known Best Management Practice (BMP) that addresses fish, plant, and bacteria communities resulting in improved in-lake nutrient processes. For example the Florida Fish and Wildlife Commission (FWC) planting of bulrush is a bioremediation technique currently being utilized at Lake Munson. Living walls or shorelines are also known bioremediation techniques.

(2) Living Eco Machine is a BMP typically used in the Northeast for lakes, canals and streams. It is an integrated aquatic remediation and removal BMP facility (nutrient and sediment reduction). The input into the Living Eco Machine (Greenhouse Garden) is nutrient and sediment enriched water (stormwater discharge or wastewater effluent). It creates cooperative partnerships between Leon County and/or City of Tallahassee, TCC, FAMU, FSU, Leon County Extension Office, and National Audubon Society.

Leon County reviewed the floodplain purchases in the vicinity of Ames Sink. Residential property affected by floodwaters were prioritized for acquisition as funds are made available, either from County funds or grants.

Lake Munson: Spatial and Temporal Changes in Characteristics of Sediment Nutrients during an Extreme Drawdown Event

Woo-Jun Kang, Douglas K. Gilbert, Erin Rasnake, Bettina Steinbock, and Colin Wright

Division of Environmental Assessment and Restoration, Florida Department of Environmental Protection, 2600 Blair Stone Rd., MS3555, Tallahassee, FL 32399, USA

Summary

A sediment biogeochemical study was conducted to quantify temporal and spatial changes in nutrient characteristics of the Lake Munson sediments in response to the recent lake drawdown, focusing on whether the extreme drawdown helps with future nutrient reduction in the lake and thus possible improvement of water quality after the lake is refilled. Water and sediment quality sampling began on February 21, 2011 and continued monthly through May 24, 2011. Surface and core sediments were retrieved at selected sites within the lake, and surface water samples were collected from the incoming and outgoing waters and in the channelized pool of the lake for each sampling event. All chemical analyses for water and sediment samples were conducted in the laboratory of the Florida Department of Environmental Protection (FDEP) in accordance with the laboratory quality assurance and control protocols.

During the period of drawdown, inorganic nitrogen and phosphorus were released into the water column via oxidation of organic-rich sediments, contributing to algal production in a channelized pool within the lake. As a result, total nitrogen (TN) and total phosphorus (TP) concentrations in the pool peaked in a warm month of March up to about 13 to 21 times higher than those observed in upstream Munson Slough. Sediment TN removal via the lake drawdown can be optimized at sediment percent solids of about 60%. However, lake-wide concentrations of sediment TP may remain unchanged over the period of drawdown. The finding is most likely due to different adsorption behaviors of nitrogen and phosphorus, resulting in lake-wide reductions in sediment TN but not in sediment TP. While sediment TN strongly correlated with sediment total organic carbon (TOC), sediment TP showed a better relationship with sediment Al. A comparison in sediment TP and Al concentrations between state-wide lakes versus Lake Munson indicates that elevated sediment TP is most likely related to inputs of aluminosilicates from the Lake Munson watershed. Compared to the un-vegetated sites, the vegetated sites showed noticeable reductions in both sediment TN (by 40%) and sediment TP (by 20%) over the drawdown period. While temporal reduction in sediment TP was minor over the period of lake drawdown due to sorption behavior of phosphorus, a combination of planting and harvesting could maximize TN and TP removal from the exposed lake sediments. Overall, our findings suggest that sediment nutrient removal can be accomplished at low cost via the lake drawdown, especially for sediment TN; however, due to enriched phosphorus in the Lake Munson system, an aggressive (or a combined) restoration tool would be needed to accomplish a further reduction in the system.

Science Advisory Committee Meeting

Charles Hargraves, P.E.
Blueprint Manager

Gary Phillips
GEC Project Manager

CITY OF TALLAHASSEE - LEON COUNTY, FLORIDA

BLUEPRINT
INTERGOVERNMENTAL AGENCY

June 9, 2016



BLUEPRINT 2000 PROJECTS

Capital Circle

- N1-CCNW I-10 to US 90
- N2-CCNW/SW US 90 to Orange Avenue
- W1-CCSW Orange Avenue to Crawfordville Road
- E3-CCSE Crawfordville Road to Woodville Highway
- E2-CCSE Woodville Highway to Tram Road
- E1-CCSE Tram Road to Connie Drive

Capital Cascades Trail

- Segment 1 - Franklin Boulevard
- Segment 2 - Cascades Park
- Segment 3 - FAMU Way
- Segment 4 - Central Drainage Ditch

Land Acquisitions

- Fred George Basin
- Headwaters of St. Marks
- Nuebkokel

Magnolia Drive Multi Use Trail

-

Segment 1
Franklin Boulevard
Construction \$8.9M
Complete June 2013

Segment 2
Cascades Park
Construction \$30 Million
Complete March 2014

Capital Cascades Crossing
Trail and Bridge
Construction \$C 3 million
Estimated Completion May 2015

Segment 3
A - Construction \$2.5 M
Complete 2013
B/C Under Construction
E1L Construction \$23M
D - Conceptual Design Phase

Segment 4
Under Design

Fred George Basin
\$2.7 M toward the
acquisition of
Fred George Sr.'s
and surrounding 174 acres

N1-CCNW
Cons. \$26.4 M
R/W \$46.4 M
Completed June 2013

N2-CCNW
Cons. \$26.4 M
R/W \$46.4 M
Completed June 2013

W1-CCSW
P&S 100% Complete
Design \$27.7 M
R/W \$46.4 M
Forecast for R/W 2015

Magnolia Drive Multi Use Trail
Phase 1 - Under Construction
Estimated Construction
\$620,000
Phase 2 - VI Under Design

Headwaters of St. Marks
Recreation Land Acquisition
Amount Awarded \$3,343,747.76
Blueprint Match - \$1,866,244.25
Total Amount - \$5,209,992.00

Nuebkokel
Lago Lajayette Basin
Total Amount - \$1,480,000.00

E1-CCSE
Construction \$9.5 M
Complete November 2012

E2-CCSE
Construction \$9.5 M
Complete November 2012

E3-CCSE
Construction \$9.5 M
Complete November 2012

LEON COUNTY, FLORIDA



COMPLETED PROJECTS

- CAPITAL CIRCLE, S.E.
- CONNIE TO TRAM
- TRAM TO WOODVILLE
- WOODVILLE TO CRAWFORDVILLE

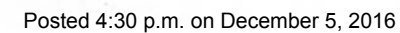


COMPLETED PROJECTS

CAPITAL CIRCLE, N.W.
• COMMONWEALTH TO
W. TENNESSEE STREET







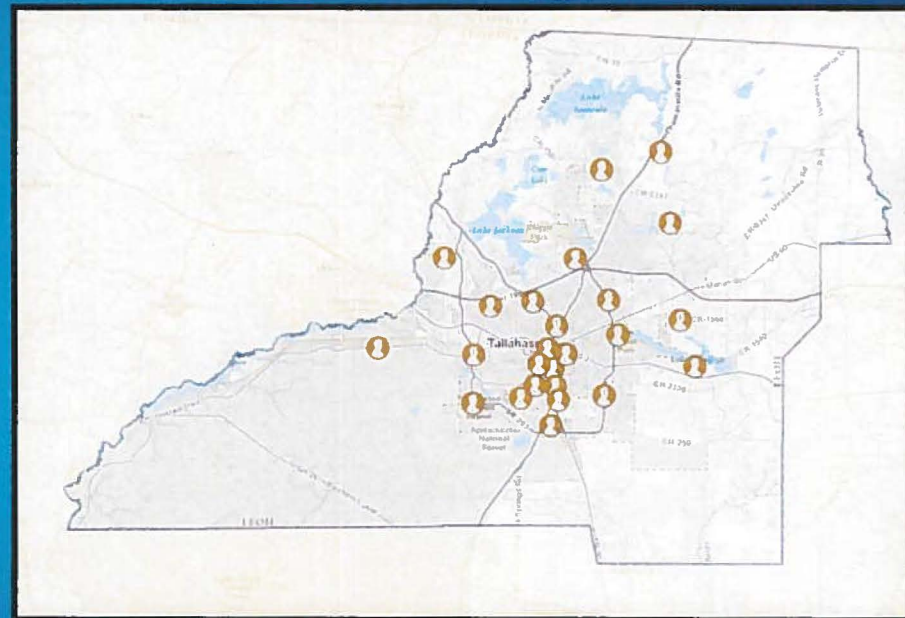




FUTURE PROJECTS

"2020" PROJECTS

CITY OF TALLAHASSEE - LEON COUNTY, FLORIDA
BLUEPRINT
INTERGOVERNMENTAL AGENCY



Community Enhancement Districts

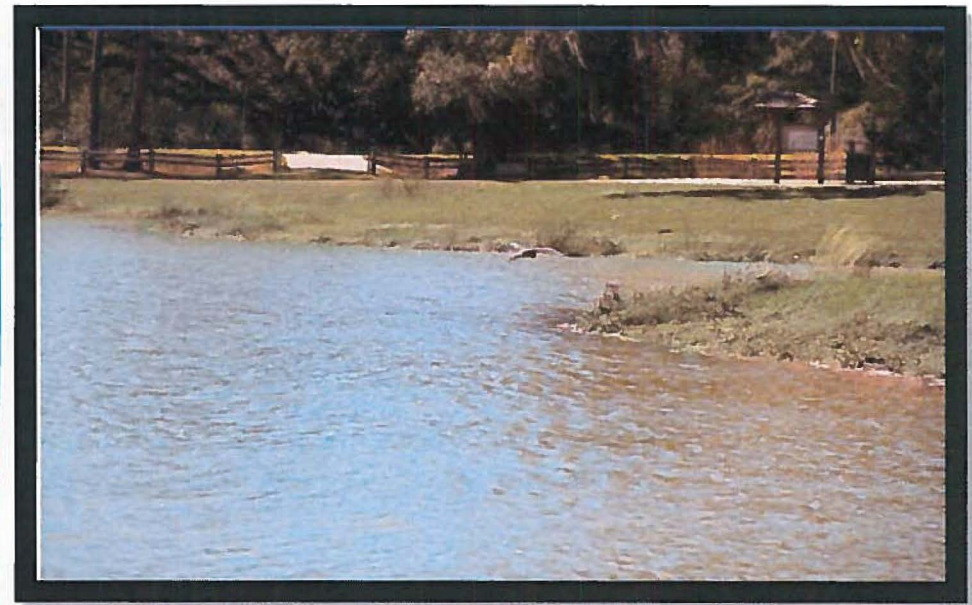
ORANGE AVENUE/MERIDIAN
ROAD PLACEMAKING

STORMWATER IMPROVEMENTS

➤ ENCLOSURE OF EAST DRAINAGE
DITCH

➤ BEAUTIFICATION OF
STORMWATER FACILITY SOUTH
OF ORANGE AVENUE

➤ EST. TOTAL COST \$4.1 M



Gateways

WESTSIDE STUDENT CORRIDOR

- Conducts a comprehensive stormwater study
- Increases stormwater capacity in Gum Creek/West Drainage Ditch

SOUTHSIDE GATEWAY ENRICHMENT

- Provides green space allowing for water filtration and stormwater ponds



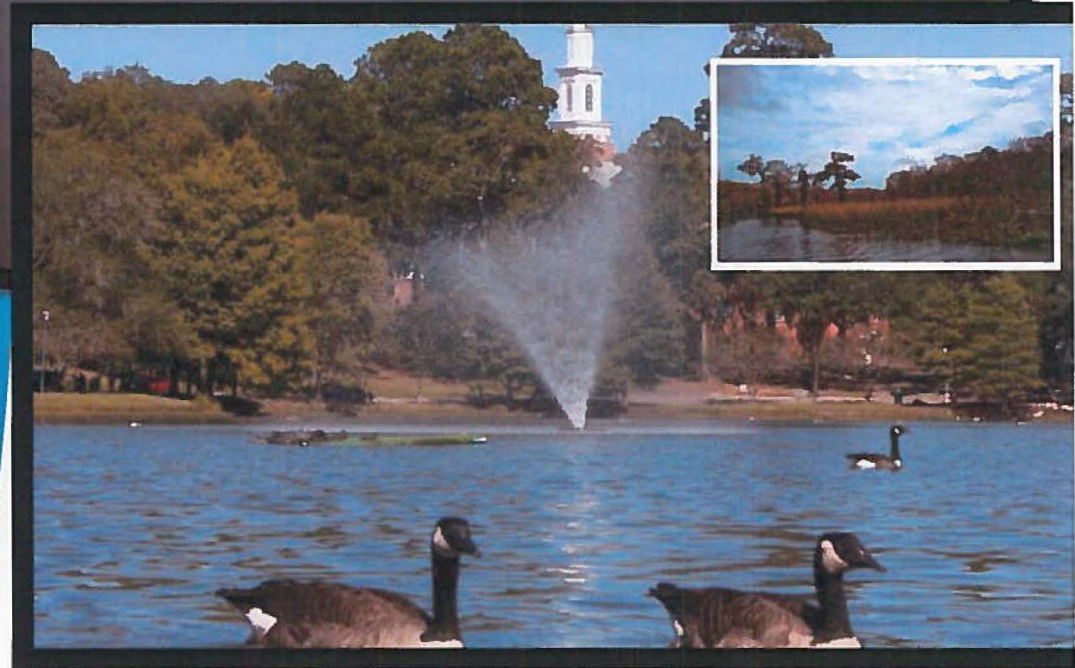
Quality of Life

ALTERNATIVE SEWER SOLUTIONS STUDY

- Studies wastewater treatment options for the Primary Springs Protection Zone
- ESTIMATED COST: \$2.8 M

WATER QUALITY & STORMWATER IMPROVEMENTS – COUNTY WIDE

- Funding for projects that
 - Reduce stormwater impacts
 - Implement sewer infrastructure
 - Improve Water Quality
- ESTIMATED COST: \$85 M





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CITY OF TALLAHASSEE - LEON COUNTY, FLORIDA

BLUEPRINT
INTERGOVERNMENTAL AGENCY

Summary of Lake Munson Presentation 2016
Stephen Hodges
Tallahassee – Leon County Planning Department

Conservation and Other Land Uses Within the Lake Munson Watershed

Lake Munson is an approximately 255 acre, cypress-rimmed, nitrogen-limited lake located south of the City of Tallahassee. The size of the Lake Munson watershed is 42,529 acres (66.5 square miles), which comprises 9.5 percent of Leon County. The size of the portion of the Lake Munson watershed within the City of Tallahassee is 19,220 acres (30 square miles), which comprises 45.2 percent of the watershed.

Approximately 45 percent of the Munson basin is urbanized. However, the largest single-purpose land use is protected open space, which comprises 31.5 percent (22.3 sq. miles) of the watershed. The second largest land use category is vacant (undeveloped), which comprises 19.5 percent (13 sq. miles) of the watershed. The third largest land use category is single family detached/mobile home, which comprises 17.3 percent (11.5 sq. miles) of the watershed. The remaining land uses comprise a mix of industrial, commercial, residential, or transportation.

Traditionally, associated stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses, but many of these areas were developed prior to the modern stormwater standards required by both the City and the County.

Approximately 39.3 percent of Leon County is protected open space of various kinds, including conservation easements intended to protect preservation features identified in the Comprehensive Plan. Of the 31.5 percent of the basin that is protected open space, approximately 22 percent of the basin is within the Apalachicola National Forest; 5.6 percent of the basin is within a local or state park or other recreational or conservation area; and 4.2 percent of the basin comprises either local greenway lands or conservation easements. The latter includes 29 parcels with a total area of 734.8 acres.

The Tallahassee – Leon County Greenways Master Plan identifies 15 greenway trail projects that are either wholly within or intersect the Lake Munson drainage basin. The plan also includes a map of properties targeted for potential voluntary acquisition (fee simple and/or easement) by local government within this basin. The intent of the Greenways Master Plan is to propose a system of greenway trails that connect 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. These greenways trails will function both as transportation corridors for pedestrian and bicycle users, and as recreational corridors.

In particular, the proposed Pine Flats Greenway will provide bike/ped access to Lake Munson as part of 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.

City of Tallahassee – Lake Munson Presentation Summary
June 9, 2016
Mark Heidecker – Presenter

The City of Tallahassee (City) reviewed the water quality criteria that apply to Lake Munson. In the case of Lake Munson, a Total Maximum Daily Load (TMDL) was established in 2013 for both Munson Slough and the Lake. In the FDEP hierarchy these site specific criteria supersede numeric nutrient criteria; therefore the nutrient targets for the Slough are the TMDL values of 0.15mg/L TP and 0.72 mg/L TN and in-lake the targets are 0.044 mg/L TP and 0.765 mg/L TN.

The City monitors locations along the drainage ditches (east, central & west) leading to Munson Slough. The current monitoring locations are the West Ditch at Orange Avenue, the Central Ditch at the discharge into the West Ditch and Munson Slough at Capital Circle. The monitoring is part of the City MS4 program and is completed bi-monthly (every other month) by Cardno, Inc. The data presented are the geometric mean of data collected for each ditch segment for the period of 2010-2016. The geometric mean for TP at Munson Slough/ Capital Circle is 0.12 mg/L, which is below the TMDL of 0.15 mg/L. The geometric mean of TN at Munson Slough/ Capital Circle is 0.83, which is slightly above the TMDL of 0.72 mg/L. Although slightly above the target, all ditch segments discharging into Munson Slough have a geometric mean less than 0.72 mg/L. What is the additional source of Nitrogen? The City showed a photograph where the Central Ditch drains into the West Ditch. The photo showed a demarcation line of clear Central Ditch water meeting with the tannin stained water from the West Ditch indicating that the additional source of Nitrogen may be from upstream swamps such as Gum & Black Swamps that drain into the West Ditch.

The City showed graphs of yearly Leon County geometric mean TP & TN data for within Lake Munson. The data indicate that for TP and TN Lake Munson is consistently well above the TMDL of 0.044 mg/L and 0.765 mg/L, respectively. A line representing the Munson Slough geometric mean discharge from 2010-2016 was placed on the graph to visually reference the increases that occur within the lake indicating significant internal loading. The geometric mean from 2010-2016 for Munson Slough vs. geometric mean from 2010-2015 for Lake Munson indicate nutrient increases in-lake of 75% and 48% for TP and TN, respectively. Lake Munson doesn't act as a typical lake as no nutrient assimilation occurs – typical lakes in Florida should expect TP reductions of 50-80% and TN reductions of 30-50% when compared to the major inflow. The internal nutrient loading issues were identified almost 30 years ago. Both the 1988 NFWMD Report and 1994 Lake Munson Action Plan identified internal nutrient loading as a major issue.

The City highlighted improvements to management of stormwater within the drainage basin that likely contribute to the relatively good quality of water being discharged into Lake Munson. Seventy-two City projects have either been completed, are designed and active or are planned at a cost that exceeds \$78 million. Projects discussed included Carter-Howell Strong Park (Frenchtown), COT/FSU regional stormwater facility, East Ditch drainage ditch improvements and the upcoming Central Drainage Ditch project. The City also discussed the extensive public education program – TAPP and new efforts that target the Lake Munson Drainage Basin.

To properly address Lake Munson the City expressed that efforts should focus on in-lake options to address internal loading from sediment. Options to be considered include in-lake alum treatment for sediment inactivation, establishment of a vascular plant community, muck removal (where appropriate) and drawdowns. Additionally, stormwater improvements that are planned from the City, County and Blueprint will continue to improve the quality of water discharged to the Lake.

To remediate Lake Munson the City identified the following necessities:

- Set a vision and understand community and stakeholder priorities.
- Update Management Plan
- Complete necessary studies to better understand in-lake sediment
- Identify grant opportunities to assist with project funding
- Implementation of projects to mitigate sediment impacts
- Monitor, assess and adjust – periodic reviews and updates of management plan

EVALUATION OF THE FEASIBILITY OF SEDIMENT NUTRIENT INACTIVATION IN LAKE MUNSON

**FINAL REPORT
July 2016**

Prepared For:



**City of Tallahassee
Water Resources Engineering**

Prepared By:



**Harvey H. Harper, III, Ph.D., P.E.
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407-855-9465**

EXECUTIVE SUMMARY

Introduction

Lake Munson is a 255-acre shallow eutrophic lake located southeast of Tallahassee in Leon County. The lake has received nutrient-rich inflows from urban areas and wastewater treatment facilities for more than 50 years, and has developed a deep accumulation of nutrient-rich sediments which are suspected of contributing significant internal loadings of nutrients to the water column of the lake. Discharges of treated wastewater effluent to Munson Slough ceased in the 1980s, and advances in stormwater treatment have significantly improved the water quality within Munson Slough which is the primary inflow to the lake.

In-lake monitoring data for Lake Munson indicates increases in concentrations of both nitrogen and phosphorus between the inflow and outflow of the lake which is a strong indication of significant internal recycling processes. There is a growing consensus among Lake Munson stakeholders that the organic- and nutrient-rich sediments in Lake Munson are contributing to the existing poor water quality, and the impacts of the sediments on water quality must be addressed to improve overall water quality within the lake. A previous lake drawdown was conducted in Lake Munson by the Florida Fish and Wildlife Commission from October 2010-June 2011, but subsequent water quality monitoring indicated that the drawdown had little impact on water quality characteristics within the lake.

Physical Characteristics

A bathymetric survey of Lake Munson was conducted during 2005 by Environmental and Geotechnical Specialists, Inc., and bathymetric maps were developed for water depth and muck thickness within the lake. The bathymetric contour maps were integrated by ERD to develop depth-area-volume relationships for the lake. Based upon this analysis, Lake Munson has a surface area of 317 acres, with water depths ranging from 0-6 ft, and a total volume of 1,212 ac-ft. The lake contains muck accumulations ranging from 1-8 ft, with an average muck depth (obtained by dividing the total muck volume by the lake area) of approximately 2 ft.

Water Quality Characteristics of Lake Munson

Relatively extensive water quality monitoring has been conducted in Lake Munson by Leon County at multiple monitoring sites within the lake. Available historical water quality data were reviewed by ERD, and data collected from 2007 to the present were selected to reflect current water quality characteristics within the lake. In general, Lake Munson is characterized by moderate to highly elevated concentrations of total nitrogen and elevated concentrations of total phosphorus. Regression analyses indicate statistically significant trends of increasing concentrations of total nitrogen, total phosphorus, and chlorophyll-a from 2007-2015.

ES-1

Lake Munson has also exhibited a statistically significant increase in trophic state over time, with hypereutrophic conditions currently existing within the lake. Calculated TN/TP ratios for the lake indicate nitrogen-limiting conditions. However, TN/TP ratios are not applicable in hypereutrophic lakes where cyanobacteria can fix atmospheric nitrogen when available inorganic sources become limiting. Although TN/TP ratios suggest nitrogen limitation, it is likely that water quality conditions in Lake Munson can only be improved by reducing in-lake concentrations of total phosphorus.

Water Quality Characteristics of Munson Slough

Extensive ambient water quality monitoring has been conducted in Munson Slough by the City of Tallahassee at multiple monitoring locations, with data available from 2010 to the present. The monitoring site located closest to Lake Munson is designated as Site LMB-02 which reflects inputs from Munson Slough into Lake Munson. Measured concentrations of total nitrogen and total phosphorus in Munson Slough inflows appear to be equal to or less than concentrations of total nitrogen and total phosphorus measured in Lake Munson. Since in-lake nutrient concentrations in Lake Munson are higher than the primary inputs, significant additional sources of nutrient loadings must occur to Lake Munson to generate the higher in-lake nutrient concentrations. Since no other significant inflows in Lake Munson are known to exist, the data provides strong evidence of internal recycling as the unidentified source of nitrogen and phosphorus.

Sediment Characteristics in Lake Munson

Collection and analysis of sediment samples from Lake Munson have been conducted by Leon County on multiple occasions. However, the samples were collected as grab samples, and the depth of the collected sample is not known. In addition, the sediment samples were processed as soils rather than sediments which further limit the usefulness of the data.

Additional monitoring of sediment characteristics in Lake Munson was conducted by FDEP in 2011 to evaluate the impacts of the drawdown on sediment characteristics within the lake. As part of this work, vertical profiles of ammonia and PO_4^{3-} were conducted in pore water extracted from sediment core samples from Lake Munson. The results indicate that release of phosphorus in the sediments is occurring to a depth of approximately 15 cm which is useful in evaluating treatment techniques to reduce internal recycling.

Feasibility of Sediment Inactivation

Sediment inactivation is a lake restoration technique which is designed to reduce sediment phosphorus release by combining available phosphorus in the sediments with aluminum to form an insoluble inert precipitate, rendering the sediment phosphorus unavailable for release into the overlying water column. The application strategy is based upon phosphorus bonding mechanisms in the sediments which can be determined using a sequential laboratory extraction technique on collected core samples.

A preliminary cost estimate for sediment inactivation in Lake Munson was developed by ERD based upon assumed sediment characteristics. This estimate would need to be revised based upon the results of actual sediment monitoring within the lake. Inactivation of sediment phosphorus release in Lake Munson would require approximately 588,056 gallons of alum (equivalent to approximately 131 tankers). ERD recommends that this application be divided into 10 smaller treatments, with approximately 73,507 gallons of alum added during each treatment. The total estimated application costs (including chemicals, labor, and monitoring) is \$704,450 or \$70,445 per treatment.

Alum sediment inactivation has no impact on rooted vegetation within treated lakes, and quite frequently, alum surface treatments result in rapid expansion of rooted vegetation as a result of clarification of the water column. Alum has been shown to have beneficial impacts to benthic populations which typically exhibit increases in species diversity and a reduction in the number of pollution-tolerant organisms. Alum sediment inactivation projects have been shown to improve the diversity of fish species in limited studies conducted by FWC.

Additional Data Needs

Based upon the review of available information for Lake Munson, it appears that the existing water quality data and bathymetric information are sufficient to supply information needed for sediment inactivation. However, additional sediment monitoring will be required, with particular emphasis on sediment phosphorus speciation. This information will form the basis for any sediment inactivation project and will allow a more specific cost estimate to be developed.

Leon County Science Advisory Committee, Lake Munson Meeting (6/6/2016)

Summary of the FWC Presentation

The PowerPoint presentation contained three sections, Division of Freshwater Fisheries Management (DFFM), Invasive Plant Management (IPM), and Aquatic Habitat Restoration/Enhancement (AHRE).

DFFM (BJ Jamison for Katie Woodside) reviewed actions performed from 2010 to current. Actions included sport fish sampling and fish population manipulations (stocking). The sport fish sampling from Fall 2013 and Spring 2014 were compared. Overall the fish condition was considered good, however there appeared to be a possible issue with Largemouth Bass recruitment. One reason for the lack of juvenile survival to adulthood may be the lack of protective vegetative habitat. DFFM reminded the group of the Department of Health fish consumption advisory, which is unchanged, and of the new statewide Largemouth Bass regulation. FWRI (FWC's Fish and Wildlife Research Institute) plans on collecting sport fish from Munson to determine if Florida DOH consumption advisories need to be updated in 2019-2020.

IPM (Derek Fussell) reviewed the history of the invasive plant community on Lake Munson, from a dense infestation of water hyacinth with little open water to minimal invasive plant presence with mostly open water. IPM continues to survey the lake annually and presented the current workplan, which includes plans to treat any reappearance of water hyacinth and hydrilla.

AHRE (Megan Keserauskis & BJ Jamison) reviewed the types of restoration and enhancement projects typically funded and how funding is applied for (this is not a grant). They stressed the importance of collaboration in project development and funding. Past projects on Lake Munson were listed. No projects are currently planned for the 2016/2017 fiscal year. The next round of applications will be due this fall and that planning should start early in order to complete the application by the deadline.

DFFM, IPM, and AHRE then spoke briefly on the issues requested by Dr. Landing: drawdowns, muck removal, and alum injection. The last lake drawdown took place in 2010-2011. Ideally to benefit the lake habitat, a drawdown should take place every 7-10 years. The drawdown should begin in the fall and coincide with a natural drought. Muck removal has been considered in the past. This management strategy needs questions answered before a decision can be made whether this is an appropriate tool for Lake Munson. Previously PCBs were found in the lake bottom. What are the current concentrations? Are PCBs found throughout the lake bottom or in isolated areas? Contaminated soil/muck must be stored/disposed of properly. What options are available locally, preferably in close proximity to the lake? What acreage of muck should be removed? With contaminated muck this could be a very expensive project. Project partners with expertise and financial contributions would be key for a successful AHRE application. Alum injection is a possible technique, however there are concerns about the impact of the alum on the lake habitat, as well as the health of aquatic species. Research into lakes that have already had alum injections is needed to see post-injection habitat impacts, and fish health during treatments. Water quality during any alum treatment would need to be closely monitored as rapid changes in pH or acidic conditions could increase the likelihood of a fish kill.

Jim Stevenson

Ames Sink Acquisition Proposal

Approximately 30% of Tallahassee's stormwater flows south through the Lake Munson watershed. This water has been traced from the Capital to Wakulla Spring. After passing through Lake Munson, the water flows underground into the aquifer, through a geological feature called Ames Sink. It is located in Bradford Brook on Cottonwood Lane about a mile north of the Leon/Wakulla County line. In 2004, scientists released dye in Ames Sink and it reached Wakulla Spring 20 days later---a distance of six miles. This research contributed to the designation of the Leon County Springs Protection Zone.

Ames Sink is a unique geological feature which serves educational and scientific purposes. The Northwest Florida Water Management District maintains a flow meter in the sink and water quality testing has been conducted there sporadically. Since it is private property the nearest public location to collect water samples is up-stream on Oak Ridge Road.

Monthly "Saving Wakulla Springs" educational tours of this portion of the Wakulla Spring Basin have been conducted for the past four years and Ames Sink is a popular stop during the tour. The owner, Mr. Sam Wommack, has graciously permitted these tours on his property. Hundreds of county residents have observed this geological phenomenon during these tours. Four Leon County Commissioners, Democrat Publisher Skip Foster, U.S. Representative Gwen Graham and other officials have taken the tour and seen Ames Sink. Acquisition of this property would ensure the continuation of education tours, scientific monitoring and research and also help to mitigate flooding and water quality problems.

Relatively recent acquisitions in the Munson watershed have contributed to the protection of Wakulla Spring. In 2010 Leon County obtained the 8-Mile Pond tract consisting of 132 acres. Munson Slough flows into and out of 8-Mile Pond and then continues to Ames Sink about ½ mile downstream. The cave conducting the water from Ames Sink to Wakulla Spring passes beneath the 700 acre Chason Woods property purchased in 2013 by the state and managed as a state forest by the Florida Forest Service. The property is in Leon County and borders the south county line and State Road 61 and is about ¼ mile from Ames Sink.

Ames Sink is privately owned by Mr. Wommack and his son. They each own two lots. The two lots that contain Ames Sink are often flooded by the stormwater draining from Tallahassee. The lots are not developable due to frequent flooding. Mr. Wommack lives in a frame house on one lot, part of which also floods. He has lived there over 30 years. His wife died on April 3rd. He is 84 and is a willing seller. His two lots and one of his son's lots totaling 3.5 acres should be acquired.

Management would involve periodic inspections to protect the property from misuse. As it is only ½ mile from the county's 8-Mile Pond and several other nearby residential lots owned by the county, such oversight will be simple. These lots were purchased by the county to deal with flooding and the septic tanks were eliminated which reduced the risk to Wakulla Spring.

Another advantage of this project is to satisfy some of the county's responsibility for the Wakulla Springs and River BMAP requirements. The aquifer in this area is the "most vulnerable" to pollution. Each of the county's properties in this drainage provide cumulative water quality benefits. Funding partners could include Leon County, Blueprint, the NFWFMD springs appropriation and the Friends of Wakulla Springs. The Wakulla Springs Alliance has formally requested that the Northwest Florida Water Management District participate in the acquisition of Ames Sink. The Property Appraiser's total market value for the three lots is \$105,000. The Blueprint Citizen Advisory Committee voted to explore options for acquisition of Ames Sink.

There is a precedent for acquiring a geological swallet to protect a major spring. The Trust for Public Lands, using donated funds, acquired Rose Sink, in Columbia County that was proven to be connected by cave to Ichetucknee Springs five miles downstream. The purpose of the acquisition was to protect the water flowing to the springs and to permit educational and scientific activities that benefit the springs. The state Environmental Regulation Commission designated Rose Sink as an extension of the Ichetucknee River Outstanding Florida Water.

Acquisition of such geological features raises public awareness about protection of our drinking water and our springs.

For further information: florida_springs@comcast.net

June 12, 2016


Leon County
Board of County Commissioners
Notes for Agenda Item #24

Leon County Board of County Commissioners

Cover Sheet for Agenda #24

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of the July 12, 2016 Workshop on the Existing Court Diversion Programs and Acceptance of the Status Report on Data Sharing Among Court Diversion Programs

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Teresa Broxton, Director, Office of Intervention and Detention Alternatives

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Ratify the July 12, 2016 Workshop on the Existing Court Diversion Programs and accept the Status Report on Data Sharing Among Court Diversion Program.

Report and Discussion

Background:

This item seeks ratification of Board actions taken at the July 12, 2016 Workshop on Existing Court Diversion Programs (Attachment #1) and also provides a status report of staff actions in response to the Board direction provided at the workshop.

As highlighted during the workshop, Leon County Courts utilize five major diversion programs: Crisis Intervention Team (CIT) Training, Veterans Treatment Court, Felony Drug Court, State Attorney Misdemeanor Diversion and Adult Civil Citation. Of the five major programs, the State Attorney Misdemeanor Diversion and the Adult Civil Citation (ACC) Programs are the most utilized as jail diversion alternatives. In addition, the State Attorney Misdemeanor Diversion Program and the ACC Program both capture similar demographic and statistical data that can be readily compiled for review and analysis. Based on these factors, data from these two programs will be used as the pilot to develop a process for data sharing, review and analysis of the existing court diversion programs.

The Board also expressed interest in a comparative review of Leon County's ACC Program to those in other jurisdictions. However, since the ACC Program first launched in Leon County in 2013, only Pinellas County has instituted a similar program. Created in October 2016, their ACC Program is still in its infancy and no substantive data is available for a comparative review.

During the workshop, the President of the Civil Citation Network, who provided an overview of Leon County's ACC Program and its benefits, also shared that a comprehensive report on Leon County's ACC Program was being compiled and that he intended to present the report to the Board after it was completed; this report is included as Attachment #2.

The analysis below details staff actions to date to facilitate data sharing among the existing diversion program stakeholders.

Analysis:

At the July 12, 2016 workshop, the Board and the criminal justice stakeholders discussed various aspects of the existing court diversion programs including program objectives, benefits and opportunities for improvement. After discussion, staff was directed to coordinate a process that would facilitate data sharing among the stakeholders, considering the following:

- Potential for program improvements
- Opportunities to streamline processes
- Opportunities to increase program efficiency
- Options for monitoring and analyzing recidivism among program participants

After the workshop, the Office of Intervention and Detention Alternatives (OIDA) coordinated a meeting on August 4, 2016 that included diversion programs stakeholders from the Civil Citation Network, the State Attorney's Misdemeanor Diversion Program, Court Administration Veterans Treatment Court, CIT Training, Felony Drug Court and Leon County Management Information

Services (MIS) Justice Information System (JIS) Team. The stakeholders discussed their respective current data management systems and process changes that would be required to allow for data sharing. In addition, the group provided MIS/JIS with the parameters needed to begin compiling data currently captured through the Leon County Justice Information System. As indicated during the workshop, the President of the Civil Citation Network offered the services of a criminologist and statistician from Western Carolina University to assist with the project.

A second meeting of the stakeholders was held on September 27, 2016 to review the initial test data produced by the MIS/JIS team. During this meeting, the group focused on identifying the specific data fields and logic needed to assess the outcomes for the State Attorney's Misdemeanor Diversion Program participants. By consensus, the group agreed that the MIS/JIS staff would provide the data to the criminologist/statistician at Western Carolina University every six months for compilation and analysis.

A final meeting was held on October 4, 2016 where stakeholders participated in a conference call with Western Carolina University's criminologist/statistician. The statistician asked questions of the stakeholders to gain clarity of the data elements, report format and analysis. Minor revisions to the data format were assessed, completed by MIS and returned to the criminologist on November 16, 2016.

This initial communication and process development has established a framework for the diversion program stakeholders to continue sharing and analyzing program data which will meet the objectives identified by the Board during the workshop. The criminologist/statistician has indicated that a preliminary report should be available for the stakeholders to review within the next 30 days to be followed by a more comprehensive report prior to the summer of 2017. Staff will continue to monitor these activities and provide an update to the Board at a future meeting.

Options:

1. Ratify the July 12, 2016 Workshop on the Existing Court Diversion Programs and accept the Status Report on Data Sharing among Court Diversion Programs.
2. Do not ratify the July 12, 2016 Workshop on the Existing Court Diversion Programs and do not accept the Status Report on Data Sharing among Court Diversion Programs.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. July 12, 2016 Workshop on Existing Court Diversion Programs
2. Tallahassee/Leon County Three-Year Outcomes Pre-Arrest Diversion Adult Civil Citation Program

**Board of County Commissioners
Leon County, Florida**

**Workshop
on
Existing Court Diversion Programs**

**July 12, 2016
1:00 p.m. – 3:00 p.m.**

**Leon County Board of County Commissioners
Leon County Courthouse, 5th Floor**

Leon County Board of County Commissioners

Notes for Workshop

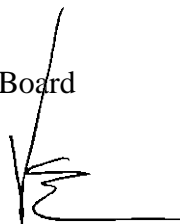
Leon County Board of County Commissioners

Cover Sheet for Workshop

July 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Status Report on Existing Court Diversion Programs

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Teresa Broxton, Director of Office of Intervention and Detention Alternatives

Fiscal Impact:

This item has no current fiscal impact.

Staff Recommendation:

Option #1: Accept status report on existing court diversion programs.

Report and Discussion

Background:

During the Citizens to be Heard portion of the April 12th meeting, the Board discussed local diversion programs relative to the criminal justice system and directed staff to schedule a workshop to provide an overview of existing diversion programs, including the Adult Civil Citation (ACC) Program.

Diversion programs vary in design and scope among authorizing agencies nationwide and are generally designed in consideration of population size and other demographic factors. For example, most State Attorneys offer some form of diversion through pretrial intervention or deferred prosecution, but may not necessarily operate a full scale diversion program. Full scale diversion programs perform such functions as mass identification of offenders meeting predefined criteria and notifying them of options that preclude their participation in the formal trial process. Some authorities operate diversion programs with limited objectives, such as jail population management. Leon County's Supervised Pretrial Release and Probation programs serve primarily as jail population management tools, but also provide limited services and monitor the offender's compliance with court imposed conditions intended to modify behavior. Some local governments adopt ordinances directing how certain law violations are to be addressed. It is relevant to note, however, that diversion programs and local ordinances may not conflict with Florida law, but some may be deemed supplemental and complementary thereto.

The concept of an Adult Civil Citation Program was first discussed with the Public Safety Coordinating Council at its January 15, 2013 meeting. The Board was provided a status report on the Adult Civil Citation Program at its February 26, 2013 meeting (Attachment #1). The program was also presented to the City Commission at its March 12, 2013 meeting (Attachment #2).

Although the Board received a status report on the ACC Program at its inception, it should be noted that Leon County Government is not a formal party to this process. Agreements were executed between DISC Village and key stakeholders. Specifically, a Memorandum of Understanding (MOU) was signed by the Court Administrator on September 7, 2012 authorizing DISC Village to provide services to adults meeting the criteria for participation in the ACC Program (Attachment #3). The Tallahassee Police Department Chief of Police executed an MOU with DISC Village on October 12, 2012 (Attachment #4) and the Leon County Sheriff also signed an MOU with DISC Village on November 30, 2012 (Attachment #5). DISC Village continues to strengthen the ACC Program by expanding its outreach for broader participation among law enforcement agencies. They secured an MOU with the Florida Fish and Wildlife Commission on July 15, 2014 (Attachment #6) and another with Tallahassee Community College on August 4, 2015 (Attachment #7). DISC Village staff shared they have negotiated an agreement with Florida A & M University and has executed an MOU outlining their commitment to use the ACC Program as well.

Analysis:

Formal diversion programs generally target first time non-violent offenders or other specialized populations. They provide eligible offenders an opportunity to avoid the full and often long term effects of criminal prosecution by participating in counseling or other training programs designed to address the behaviors that led to the criminal charge. Offenders may also be required to pay restitution and/or perform community service. A defendant who meets the eligibility requirements for participation must sign an agreement and pay a fee as operational expenses for these programs are paid with the fees collected. Upon successful completion of the program the charge is dismissed.

Currently, there are five adult diversion programs associated with Leon County's court system with entry points ranging from pre-arrest to post sentence. They include:

- Adult Civil Citation
- State Attorney Misdemeanor Diversion Program
- Crisis Intervention Team Training
- Veterans Treatment Court
- Felony Drug Court

Adult Civil Citation "Pre-Arrest Diversion":

The Adult Civil Citation Program began in March, 2013 as a 36 month pilot project initiated by DISC Village, Inc. The program was designed with a two-fold objective: first, to offer law enforcement an additional tool and alternative to arrest while ensuring public safety; and secondly, to promote the use of additional cost effective alternatives to the formal criminal justice process from arrest through case disposition. DISC Village indicates that the ACC Program was designed by officials of DISC Village, the Smart Justice Alliance, Tallahassee Police Department, Leon County Sheriff, Public Defender, and State Attorney to create a cost effective alternative to arrest for minor criminal infractions. The design mirrors the Juvenile Civil Citation Program that is currently utilized as a state-wide model to divert youth from the criminal justice system and is also managed locally by DISC Village, Inc. Although DISC Village is continuing in its efforts to expand the Adult Civil Citation Program, it is unique to Leon County. In other counties and municipalities throughout Florida, diversion programs are usually administered by the State Attorney.

The following are the ACC Program participation criteria for the 2nd Judicial Circuit:

- Adult 18 years or older; no age cap
- Must reside within the 2nd Judicial Circuit
- First time offender
- Misdemeanor offense
- Must voluntarily agree to participate

Applicable misdemeanor offenses include the following:

- *Non-domestic simple battery/assault*
- *Petit theft with restitution less than \$50*
- *Possession of alcohol by person under 21*
- *Trespass*
- *Disorderly conduct*
- *House party*
- *Selling or providing an alcoholic beverage to a minor*
- *Possession of marijuana less than 20 grams*

The ACC process begins when a law enforcement officer is called to investigate an incident and evaluates whether there is probable cause for an arrest. If the officer determines there is probable cause, the offender is advised of his or her Miranda rights. The officer must first obtain an admission of guilt prior to determining if the offender is eligible for and offering the choice of the Adult Civil Citation Program. If the officer determines that a civil citation is not the appropriate action, the officer is to cite the reason in the probable cause report.

If the offender accepts the citation, he/she has up to seven days to schedule an appointment with DISC Village's ACC Program representative. Several criteria must be met beginning with the participant completing an on-line assessment which serves as the basis for developing a customized diversion plan for each participant. The tool is designed to identify whether the offender suffers from co-occurring disorders such as substance/alcohol abuse and a mental health condition. Participants are also screened to determine whether other educational interventions, such as anti-theft or anger management counseling are needed. A \$350.00 fee is assessed for each participant. If the person is unable to make full payment at the time of enrollment, the ACC Program may establish a payment plan agreed upon by both the participant and the ACC Program representative. If the participant is indigent or does not have the ability to pay, they must submit a Financial and Fee Waiver Request which will be reviewed and a final determination made by the ACC Program representative.

Participants may also be required to complete the following conditions:

- Attend no fewer than 3 counseling sessions with a behavioral therapy specialist
- Participate in substance abuse treatment
- Attend at least two Narcotics Anonymous or Alcohol Anonymous meetings
- Complete courses in anger management or petit theft/shop lifting education which are available through the internet.

All conditions must be completed within 120 days. If the offender does not make contact with the ACC Program representative within the seven day time frame, two documented attempts are made to contact him or her before the referral is returned to the law enforcement agency's liaison for further action. Participants who fail to meet the imposed conditions after enrolling are terminated from the Program and a notice to appear is issued for the original offense.

In 2015 the Tallahassee Police Department and the Leon County Sheriff's Office issued a combined total of 356 civil citations on behalf of the ACC Program. The Tallahassee Police Department issued 248 (70%) and the Leon County Sheriff's Office issued 108 (30%). Of the total citations issued 279 (78.4%) were closed successfully.

State Attorney Misdemeanor Diversion Program

Chapters 939 and 944 of Florida Statutes along with Administrative Order 95-1 support the State Attorney in the operation of a Misdemeanor Diversion Program. It provides the State Attorney with an alternative to prosecution in handling certain misdemeanor cases for first time offenders; however, the State Attorney has the discretion to allow some second time offenders to participate. Eligible offenses include the following:

- *Disorderly conduct,*
- *Disorderly Intoxication*
- *Petit Theft*
- *Possession of Alcohol by Minor,*
- *Open container violation*
- *Loitering/Prowling,*
- *Unlawful Use or Display of Driver's License*
- *Use/Possession of Drug Paraphernalia*
- *Open House Party*
- *Resisting Arrest without Violence*
- *Trespass*
- *Driving While License Suspended or Revoked*
- *No Valid Driver's License*
- *Possession of Marijuana less than 20 grams*

The State Attorney's Misdemeanor Diversion Program is a three stage process. Stage one begins immediately after arrest. All newly assigned misdemeanor cases are reviewed and screened to determine if they meet the basic eligibility requirement of being a first time offender who resides in the 2nd Judicial Circuit. Those deemed eligible are sent a letter explaining the process for participation.

Stage two is triggered by the arraignment process. All offenders are assigned an arraignment date at the time they are booked into jail. Once these names are entered into the Justice Information System database they are placed on a docket maintained by the Clerk of Courts Criminal Division. The State Attorney's Diversion Program Coordinator provides a list naming those who met the criteria to the Clerk of Court Criminal Division staff so that those names can be removed from the arraignment docket.

During the third and final stage of the State Attorney's Misdemeanor Diversion Program, eligible participants meet with the State Attorney's Diversion Program Coordinator who explains their options. If they choose to participate and forego the trial process they must sign a contract agreeing to complete a minimum of one day in the Leon County Work Program, pay a non-negotiable \$170 program fee; and, complete the education component of the program. All conditions must be completed within 90 days. Based upon the participant's request and valid

documentation of need, the 90 day term may be extended at the discretion of the State Attorney's Misdemeanor Diversion Program Coordinator. Upon successful completion of the requirement, a "no information" is filed with the Clerk of Court's Criminal Division dismissing the charge. In 2015, a total of 1935 cases were placed in the Diversion Program. Of that total 1,635 cases (84%) (1,162 misdemeanor and 473 traffic) were successfully diverted.

Crisis Intervention Team (CIT) Training:

Crisis Intervention Team Training provides law enforcement with the skills and resources to assess and identify people experiencing a mental health crisis. CIT better equips law enforcement to exercise discretion in diverting people they encounter who may be in crisis from jail to a crisis stabilization facility for treatment. In many cases, they are diverted from jail to a receiving center for stabilization or other community agency for services in lieu of arrest. In more severe cases, such as those involving violence, the officer must request that the offender be held and require the receiving facility to notify law enforcement after the offender is stabilized so that they may be transported to jail. While there are a number of anecdotal success stories related to CIT training, program administrators do not capture or retain specific data on the number of defendants diverted since each participating law enforcement agency tracks service calls differently.

Veterans Treatment Court

During 2015 Florida Legislative session, the Legislature appropriated and the governor approved recurring state funds for the establishment of veteran's courts in eight jurisdictions, including 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 Board was notified of the state funding for the establishment of a Veterans Court at the July 7, 2015 meeting and agreed to support the Court by providing office space and some operating supplies (Attachment #8).

Veterans Treatment Court is a four phase process that offers services to military veterans and service members suffering with mental health and/or substance abuse issues. The four phase process includes: orientation and treatment, relapse prevention, transition training to prepare them for discharge and an aftercare plan to help continue their success with sobriety and mental health compliance. Each plan is tailored to the participant and provides an array of services that include residential treatment beds and a veteran peer support and mentoring system to help encourage their success. Although this program is still in its infancy, 35 military veteran defendants were enrolled at the end of June, 2016.

Felony Drug Court

Leon County's Felony Drug Court was established in 1993 with the financial support of a federal grant. The Program is now supported through participant fees and funding from Big Bend Community Based Care, a state contracted non-profit agency responsible for providing substance abuse and other services to 18 counties in Northwest Florida. Defendants charged with a second or third degree drug purchase/possession offense who resides in the 2nd Judicial Circuit are

eligible to participate. Upon arrest and booking, participants are screened by Leon County Pretrial Release staff and the State Attorney. Felony Drug Court is a 12 to 18 month voluntary program that requires the participants to submit to regular drug testing, attend counseling and appear before the court for periodic status updates. A total of 65 defendants participated in Felony Drug Court in 2015.

Conclusion

In addition to those diversionary programs administered in Leon County, staff also reviewed the practices of other Florida counties in establishing and managing the diversion process and found that they encompass similar misdemeanor offenses to those in Leon County and are by and large administered by the State Attorney. In determining if a local program can be established, if federal or state law is silent on an issue, especially in an area deemed important to the life, health, safety and well-being of its citizens, a county may approve an ordinance and promulgate rules and regulations addressing the issue. Staff's review found that diversion programs in Florida that are established by ordinance tend to be singularly focused on the misdemeanor offense of marijuana possession, less than 20 grams. Several counties, including Broward, Miami-Dade, Palm Beach, Volusia as well as the City of Orlando have adopted ordinances that specifically address the misdemeanor offense of marijuana possession, less than 20 grams. These ordinances vary widely in terms of compliance criteria ranging from ticket and fine to treatment and counseling and community service. If the Board desires, a county civil citation ordinance could be developed as an additional tool for law enforcement. The ordinance could identify the applicable offenses, criteria for participation, the fine to be imposed as well as conditions required for successful completion.

In attendance at the workshop to address the Board's questions relating to the diversion programs discussed herein will be representatives from DISC Village's Adult Civil Citation Program, Court Administration, State Attorney's Office, Public Defender's Office, Leon County Sheriff's Office and the Tallahassee Police Department. Each party is responsible for administering or was instrumental in drafting criteria for one or more of the diversion programs utilized in Leon County and throughout the 2nd Judicial Circuit. With the exception of DISC Village, each agency referenced above serves on the Public Safety Coordinating Council (PSCC). The PSCC serves as the Board's advisory body for initiatives and programs designed to assist in jail population management.

Diversion programs regardless of authority or design assist in managing the jail population and reducing the burden on the court system, thereby offsetting the high costs associated with the trial process of the criminal justice system. Moreover, participants are afforded an opportunity to atone for criminal behavior and get assistance in identifying and addressing self-destructive behaviors without suffering the lifetime repercussions of a criminal record.

Options:

1. Accept Status Report on Existing Court Diversion Programs
2. Do not accept Status Report on Existing Court Diversion Programs
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. February 26, 2013 Agenda Item Acceptance of Status Report on the Adult Civil Citation Program
2. March 13, 2013 Agenda Item City of Tallahassee Discussion and Approval of TPD's Participation in the Adult Civil Citation Program
3. Memorandum of Understanding between DISC Village and Court Administration, 2nd Judicial Circuit
4. Memorandum of Understanding between DISC Village and the Tallahassee Police Department
5. Memorandum of Understanding between DISC Village and the Leon County Sheriff's Office
6. Memorandum of Understanding between DISC Village and Florida Fish and Wildlife Commission
7. Memorandum of Understanding between DISC Village and Tallahassee Community College
8. July 7, 2015 Agenda Item Acceptance of State Funding for Establishment of a Veterans Court in Court Administration

BOARD OF COUNTY COMMISSIONERS

MEMORANDUM

DATE: February 22, 2013

TO: Honorable Chairman and Members of the Board

FROM: Vincent S. Long, County Administrator

SUBJECT: Additional Information for Agenda Item #12, Acceptance of Status Report on the Adult Civil Citation Program

Subsequent to the transmission of the above-referenced agenda item, Jordan Cowart with Disc Village provided additional information to staff.

The changes are reflected in strikeout and underline format in the attached revised Agenda item and include:

1. The price of the Adult Civil Citation Program is reduced from \$300 to \$200 (page 3).
2. If an individual completes all of the necessary steps, their record will be closed rather than expunged (page 3).
3. Failure to complete all of these steps will result in the issuance of a notice to appear rather than an arrest affidavit and warrant (page 3).
4. A copy of the Memorandum of Understanding between Sheriff Campbell and Disc Village has been added as Attachment #6 (page 5).

If you have any questions, please feel free to contact me.

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

February 26, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Status Report on the Adult Civil Citation Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Director, Office of Intervention and Detention Alternatives
Lead Staff/ Project Team:	Nicholas Chaviano, Diversion Alternatives Analyst

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status report on the Adult Civil Citation Program.

Report and Discussion

Background:

At the January 29, 2013 meeting of the Board of County Commissioners, staff was directed to provide a status report on the Adult Civil Citation Program. To address this request, staff spoke with the CEO of DISC Village, the State Attorney, and the staff of the Tallahassee Police Department, instrumental in developing the criteria for participation. Information and documents referenced in the report were obtained from DISC Village and The Office of the Court Administrator. Provided below is an analysis of the program and status of implementation.

Analysis:

The Adult Civil Citation (ACC) Program is 36-month pilot project initiated by DISC Village, Inc. The Program was designed with a primarily two-fold objective in mind: first, to offer law enforcement an additional tool and alternative to arrest while still promoting accountability and public safety, and secondly, to promote the use of additional cost effective alternatives to the formal criminal justice process from arrest through case disposition. Officials of DISC Village, The Smart Justice Alliance, Attorney General, State Attorney, Public Defender, Leon County Sheriff's Office, and Tallahassee Police Department worked collaboratively in the design of the Leon County Adult Civil Citation Program. In addition, the proposal was shared with the Public Safety Coordinating Council during its January 15, 2013 meeting. The ACC Program design mirrors many aspects of the Juvenile Civil Citation Program that is currently utilized as a statewide model to divert youth from the criminal justice system. Information outlining the success of the Juvenile Civil Citation Program and its applicable principles in the design of the Adult Program is described in the "*Smart Justice for Drug, Alcohol and Other Non-Violent Misdemeanor*" white paper written by Tom Olk, CEO of DISC Village, and included as Attachment #1.

Eligibility requirements for participation in the ACC Program include the following:

- must be 18 years or older,
- must reside in the 2nd Judicial Circuit,
- must be a first time [adult]offender

An adult may be eligible even if he or she received a Juvenile Civil Citation in the past. Eligible offenses include non-domestic battery and assault, petit theft (restitution may not exceed \$50), criminal mischief (restitution may not exceed \$50), possession of alcohol by person under 21, trespass offenses, possession of marijuana less than 20 grams/paraphernalia, disorderly conduct, house party, and alcoholic beverage selling/selling to a minor.

The process of issuing a civil citation as described in the ACC Program Process and Procedure Review and included as Attachment #2 is as follows:

The police officer will

1. Investigate the incident
2. Determine the existence of probable cause
3. Advise Miranda Warnings
4. Obtain an admission of guilt from the offender
5. Determine eligibility of diversion for the offender
6. Use his/her discretion to choose whether to offer the offender the choice of diversion

Participants of the Adult Civil Citation Program are required to pay a ~~\$300~~ **\$200** fee. There are additional fees if the participant is required to submit to random urinalysis testing. In addition, there is a \$25 fee for printed material, if the participant does not complete services online. However, the CEO of DISC Village stressed that participants would not be screened for participation based on their ability to pay. Options for addressing those who do not have the ability to pay are being considered. If an individual meets all of the eligibility requirements and elects to participate, he or she must contact the Central Intake Center within seven days of referral, and follow the guidelines of rules and requirements. If those who are referred fail to call Intake within seven days, the case is referred back to the local law enforcement agency, which will make a determination on how to proceed.

Program participants are required to

1. call and schedule an appointment with the Central Intake Center within seven days of referral.
2. complete comprehensive behavioral assessments where he/she receives an individual diversion plan.
3. take online educational courses,
4. complete a minimum of 25 hours of community service,
5. attend a work group.
6. attend job and life skills training, and participate in counseling.
7. complete a mid-term review.
8. refrain from using alcohol, drugs, or other mood altering substances during the duration of the program.
9. pay all associated fees.
10. complete an exit interview where the program milestones are reviewed.
11. complete a client satisfaction survey.

Participants must complete all requirements within 120 days of enrollment to be considered successful. If successful, the participant will not have a criminal record. If an individual completes all of these steps, he or she will receive a certification of completion, and their record will be **closed**. Failure to complete all of these steps will result in the issuance of a **notice to appear**.

Sheriff Larry Campbell indicated that he is in support of the concept of the ACC program, but wants to ensure that it is administered fairly. Further, he indicated that he wants to ensure that other service providers have a chance to participate.

Barney Bishop, representative for the Florida Smart Justice Alliance, has stated that the ACC Program is the smarter way to approach non-violent first time misdemeanor offenders. He explained that currently, law enforcement has three choices to address these types of issues:

- (1) law enforcement may choose to take no action;
- (2) they may issue a notice to appear which may dispose of the case by using one of the currently available diversion alternatives; or
- (3) the Adult Civil Citation Program.

The third option includes immediate referral to treatment; a component lacking in the first two options. In this scenario, the officer makes an assessment that there is an underlying issue that led to the behavior and offers a remedy to immediately address the behavior. The goal of assigning individuals to the ACC Program is the possibility of avoiding repeated or more severe criminal behavior. By participating in and successfully completing the Adult Civil Citation Program, the person has not only avoided a criminal record, but has received treatment for the underlying cause of the offense.

If the participant does not successfully complete the program, the ACC Program Coordinator for DISC Village will notify the State Attorney for resolution. The State Attorney has indicated that its long-standing Diversion Program will continue to be an available option for minor offenses of these types. First time misdemeanor offenders who participate in the Diversion Program must pay a fee of \$170, participate in an orientation/counseling session, and complete a minimum of 10 hours in the Leon County Work Program within 90 days to be considered successful. Upon completion, the participant's record is expunged.

Mr. Dale Landry, President of the local chapter of the NAACP, has stated that the ACC Program is needed in the community. Although he originally expressed concerns regarding the lack of opportunity for other local service providers to participate, he recently stated he is satisfied that a meeting is planned with representatives from local government, DISC Village and other community interest groups to address these concerns. DISC Village recently posted a notice on their website that solicits interest among other service providers to join the ACC provider network for substance abuse or mental health services.

An independent Program evaluation will be conducted by the Juvenile Research Center at the end of the pilot to determine whether the program reduces recidivism and lowers costs in comparison to other methods of processing like offenders. Program assessment involves three components: process evaluation, outcome evaluation, and cost analysis. All costs associated with the evaluation will be born solely by DISC Village, Inc. Constitutional officers who participated in the program's design also approved the evaluation process. Details of the Program's process flow are outlined in the Adult Civil Citation Program Process and Procedure Review document.

The Juvenile Justice Steering Committee will provide local oversight of the ACC Program. This Committee is comprised of the Juvenile Assessment Center director, the Chair of the Juvenile Service Providers, community providers, representatives from the Leon County Sheriff's Department, Tallahassee Police Department, Leon County Clerk of Courts, State Attorney, Public Defender, and the Henry and Rilla White Youth Foundation. Key stakeholders and partners include the State Attorney, Public Defender, Circuit Trial Court, local law enforcement agencies, local community service providers, Tallahassee DISC Village, and Associated Industries of Florida Foundation; other key stakeholders and partners are referenced in DISC Village's Adult Civil Citation Brochure (Attachment #3).

A Memorandum of Understanding (MOU) was signed by the Court Administrator on September 7, 2012 authorizing DISC Village as the designated community-based agency to provide services to pre-arrest Civil Citation and Diversion adults. The MOU is included in this item as Attachment #4. Further, Tallahassee Police Department Chief of Police executed a Memorandum of Understanding with DISC Village on October 12, 2012 (Attachment #5), **and Sheriff Larry Campbell signed a Memorandum of Understanding with DISC Village on November 30, 2012 (Attachment #6).**

Implementation of the ACC Pilot Program is pending. In the January PSCC meeting, Tom Olk indicated that the pilot program is ready for implementation. During the pilot, a quarterly report will be generated and made available to all the stakeholders who assist in ensuring the success of the program.

Options:

1. Accept the status report on the Adult Civil Citation Program.
2. Do not accept the status report on the Adult Civil Citation Program.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Smart Justice for Drug, Alcohol and Other Non-Violent Misdemeanors white paper
2. Adult Civil Citation Program Process and Procedure Review
3. DISC Village, Inc. Adult Civil Citation Program Brochure
4. Pre-Arrest Adult Civil Citation and Diversion Program Memorandum of Understanding between DISC Village and the Trial Court Administrator, 2nd Judicial Circuit
5. Pre-Arrest Adult Civil Citation and Memorandum of Understanding between DISC Village and Chief of Police, Tallahassee Police Department
6. **Pre-Arrest Adult Civil Citation and Memorandum of Understanding between DISC Village and Larry Campbell, Leon County Sheriff**



Agenda Item Details

Meeting	Mar 13, 2013 - City Commission Meeting & Summary
Category	13. POLICY FORMATION AND DIRECTION
Subject	13.04 Discussion and Approval of TPD's Participation in the Adult Civil Citation Program--DENNIS JONES, POLICE
Type	Action, Discussion
Preferred Date	Mar 13, 2013
Absolute Date	Mar 27, 2013
Fiscal Impact	No
Recommended Action	Option 1 - Endorse the Adult Civil Citation pilot program and authorize the Police Department to participate.

FOR INFORMATION CONTACT:

Greg Frost, Police Department 891-4411

STATEMENT OF ISSUE

The Police Department is seeking Commission approval to participate in the Adult Civil Citation program for the Second Judicial Circuit. The program is the first of its kind in the U.S. and, as proposed, is a two-year pilot program designed to determine if early, non-criminal justice, intervention will reduce recidivism rates for first-time offenders who commit misdemeanor offenses. The pilot project will also be used to determine the extent using civil citations, rather than criminal charges, reducing the workload on the criminal justice system. Civil citations will also provide officers with an alternative to issuing a "Notice to Appear." When a civil citation is issued central intake, assessment, community service coordination, and case management will be provided by DISC Village with other services (e.g. mental health counseling, drug abuse counseling, etc.) referred to licensed providers. The program will be available to adult residents of the Second Judicial Circuit – Leon, Gadsden, Wakulla, Jefferson, Franklin, and Liberty.

RECOMMENDED ACTION

Option 1: Endorse the Adult Civil Citation pilot program and authorize the Police Department to participate.

FISCAL IMPACT

There is no cost to participating government agencies.

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

HISTORY / FACTS AND ISSUES

Extensive coordinated effort has gone into developing the proposed Adult Civil Citation program. The program's eligibility criteria was developed by representatives from the Tallahassee Police Department (TPD) and the Leon County Sheriff's Office (LCSO). Follow-up meetings with officials from the State Attorney's Office, Public Defender's Office, Court Administrator's Office for the Second Judicial Circuit, DISC Village, and the Tallahassee Branch of the NAACP have been held to refine program procedures and obtain endorsement. Agreement has been reached among these officials for the program to operate as follows:

- Law enforcement officers have independent discretion to issue citations based upon the eligibility criteria. TPD and LCSO jointly developed the criteria for law enforcement agencies operating within Leon County:
 - The adult admits to committing a misdemeanor offense that does not require restitution in excess of \$50.00.
 - The adult is cooperative and does not have any prior arrests or prior adult civil citations.
 - The adult agrees to accept a civil citation.
 - The offense committed is not traffic related – criminal traffic offenses will be considered for program expansion in the future.
 - The offense committed does not involve domestic violence, stalking, loitering and prowling or exhibition of sexual organs.
 - The adult resides within the Second Judicial Circuit (Leon, Franklin, Wakulla, Liberty, Jefferson, or Gadsden County).
- DISC Village will provide an on-line Adult Civil Citation Eligibility Verification System (EVS) that is available 24 hours a day, 365 days a year. The verification system will be used by law enforcement officers to determine if an offender has previously received a civil citation and will be updated daily to ensure integrity and accuracy of information. This system has been developed and is operational at - www.floridacivilcitationnetwork.com.
- When an individual receives a civil citation the following services will be provided by DISC Village at a cost of \$200 to the participant. It should be noted that offenders who process through the criminal justice system will usually pay an equal or greater amount in fines and court fees. Payment for the program will be on a sliding scale based upon income; payment options will be available, and no one will be denied services for the inability to pay.
 - Conduct an assessment using the nationally recognized Global Appraisal of Individual Needs (GAIN) biopsychosocial assessment tool. DISC Village is licensed to use this proprietary tool.
 - As part of the assessment, all participants will be required to complete one drug screening. The results of the screening will be used only for development of an appropriate intervention/ treatment plan.
 - If the offense is narcotics related, the participant will receive three drug screenings during the course of the program.
 - Provide a minimum of 3-hours of individual, face-to-face counseling.
 - Case management for each participant.
 - Provide a written intervention/treatment plan for each participant based on offense and assessed needs. In addition, the following services will be available to participants at no additional cost:
 - 25 hours of community service hours – sites for completing community service hours will be available throughout the Second Judicial Circuit.
 - Substance abuse education.
 - Anger management – available on-line through the Internet.
 - Petty-Theft/Shop-Lifting – available on-line through the Internet.
 - Life/Job skills training – available on-line through the Internet.
 - An accounting and verification system will be used for the collection and distribution of restitution if the participant is required to provide restitution to the victim of their offense.

- Based upon results of the assessment, a recommendation for ancillary or other supported services (e.g. family counseling, mental health, etc.) case management and referral will be provided to the participant. Participants will receive a list of licensed service providers to determine the best therapeutic approach for their individual circumstances.
- Program services will be provided in each county within the Second Judicial Circuit – See attached map for location of each DISC Village office.
- DISC Village will assign a staff member as a liaison to each participating law enforcement agency. The liaison provides a critical function by ensuring law enforcement agencies are fully aware of whether a participant successfully completed the program or failed and requires follow-up law enforcement action. If a participant fails the program, they will be contacted by the agency that issued the civil citation and issued a Notice to Appear (NTA). If the person refuses the NTA or cannot be contacted, a warrant will be issued for their arrest.
- An independent body will be established to oversee operations, data integrity, provide policy guidance, and accountability for the pilot program. The existing Juvenile Assessment Center Steering Committee is recommended since it currently provides this function for the Juvenile Civil Citation program. Agencies currently represented on the committee include the key agencies for oversight of the Adult Civil Citation program - TPD, LCSO, State Attorney's Office, and the Public Defender's Office. Other organizations may be added as appropriate for program oversight.
- DISC Village will sponsor an independent program evaluation through the Justice Research Center consisting of the following:
 - Evaluation of program processes and outcomes.
 - Cost and effectiveness of the program.
 - Cost benefit of the program to the criminal justice system and the community.

CHARITABLE CONTRIBUTIONS

N/A

OPTIONS

1. Endorse the Adult Civil Citation pilot program and authorize the Police Department to participate.

Pros

- Allows TPD to participate in a unique pilot project that is designed to reduce recidivism and improve public safety.
- Provides TPD officers with another tool to resolve criminal offenses.

Con

- Limited staff time will be required to track the progress of individuals who receive a civil citation.

2. Do not authorize TPD's participation in the Adult Civil Citation program.

Pro

- Reduces the time requirements to manage the Adult Civil Citation program.

Con

- Does not allow TPD to participate in a unique pilot project that is designed to reduce recidivism and improve public safety.
- Does not provide TPD officers with another tool to resolve criminal offenses.

3. Provide additional direction to staff.

ATTACHMENTS

1. DISC Village Service Locations Map
2. Adult Civil Citation Guideline – Second Judicial Circuit

[DISC Village ACC Service Locations Map.pdf \(148 KB\)](#)

[ACC Implementation Guide \(Circuit2 Revised03052013\).pdf \(1,400 KB\)](#)

PRE-ARREST ADULT CIVIL CITATION AND DIVERSION PROGRAM MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This Memorandum of Understanding (MOU) is a collaborative partnership and is entered into by DISC Village, Inc. and the following community partners to operate a pre-arrest diversion program: Office of the State Attorney, City of Tallahassee, and the Leon County Sheriff's Office.

DISC Village, Inc. may receive client referrals from law enforcement to provide an assessment and assigned services for clients residing in Leon County and have a local address.

II. AUTHORITY

This MOU authorizes DISC Village, Inc. as the designated community-based agency to provide services to pre-arrest Civil Citation and Diversion adults.

III. AGREEMENT.

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing crime.
2. Participation in a review and evaluation of the adult Civil Citation program.
3. Make recommendations for program improvement, when appropriate.
4. Assign staff, as appropriate, to participate in with the adult Civil Citation program.
5. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
6. Provide technical assistance to all parties to ensure that the adult Civil Citation program complies with state and federal laws.

IV. SERVICES PROVIDED BY DISC VILLAGE, INC.

Clients who commit a misdemeanor offense or who violate a county or municipal ordinance and receive an adult Civil Citation will receive services according to normal operating practices of DISC Village, Inc. Fees are the sole responsibility of the client and must be paid prior to the rendering of services.


Clients will be provided with assessment and an individualized intervention plan and services. Additionally, DISC Village, Inc. will assist and monitor community service requirements pursuant to section 948.036, Florida Statutes. All services will be provided in a culturally sensitive and trauma-informed care manner.

Quarterly reports will be provided to all concerned parties.

V. TERM OF AGREEMENT

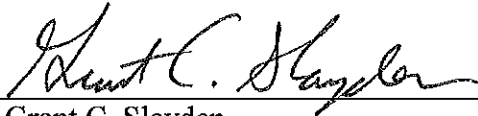
This MOU shall remain in effect from the date of signatures and can be renewed or amended by the partnership as needed. Each party reserves the right to terminate their participation in the agreement with a 30-day written notice.

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.



Tom Oik
CEO
DISC Village, Inc.

9-10-12
Date



Grant C. Slayden
Trial Court Administrator
2^d Judicial Circuit of Florida

7 SEPTEMBER 2012
Date

PRE-ARREST ADULT CIVIL CITATION AND DIVERSION PROGRAM MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Tallahassee Police Department and DISC Village, Inc. (DISC) to design and operate a pre-arrest and intense diversion program for non-violent misdemeanor offenders residing in Leon County Florida.

All referrals to DISC will be based upon the protocols developed by the Tallahassee Police Department.

II. AGREEMENT

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing crime.
2. Participation in a review and evaluation of the adult Civil Citation program.
3. Make recommendations for program improvement, when appropriate.
4. Assign staff, as appropriate, to participate in with the adult Civil Citation program.
5. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
6. Provide technical assistance to all parties to ensure that the adult Civil Citation program complies with state and federal laws.

III. SERVICES PROVIDED BY DISC VILLAGE, INC.

Clients who commit a misdemeanor offense or who violate county or municipal ordinance and receive an adult Civil Citation will receive services according to normal operating practices of DISC. Fees are the sole responsibility of the client and must be paid prior to the rendering of services.

Clients will be provided with assessment and an individualized intervention plan and services. Additionally, DISC Village, Inc. will assist and monitor community service requirements pursuant to Florida Statute 948.036. All services will be provided in a culturally sensitive and trauma-informed care manner.

Quarterly reports will be provided to all concerned parties.

IV. TERM OF AGREEMENT

This MOU shall remain in effect from the date of signatures and can be renewed or amended by the partnership as needed. Each party reserves the right to terminate their participation in the agreement with a 30-day written notice.

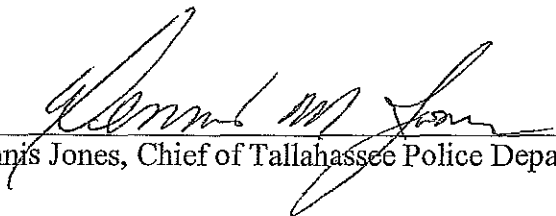
This agreement shall take effect upon receipt of signatures and may terminate or revise at the request of either party.



Tom Olk, CEO DISC Village, Inc.

10-15-2012

Date



Dennis Jones, Chief of Tallahassee Police Department

10/12/2012

Date

PRE-ARREST ADULT CIVIL CITATION AND DIVERSION PROGRAM MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Leon County Sheriff's Office and DISC Village, Inc. (DISC) to design and operate a pre-arrest and intense diversion program for non-violent misdemeanor offenders residing in Leon County Florida.

All referrals to DISC will be based upon the protocols developed by the Leon County Sheriff's Office.

II. AGREEMENT

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing crime.
2. Participation in a review and evaluation of the adult Civil Citation program.
3. Make recommendations for program improvement, when appropriate.
4. Assign staff, as appropriate, to participate in with the adult Civil Citation program.
5. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
6. Provide technical assistance to all parties to ensure that the adult Civil Citation program complies with state and federal laws.

III. SERVICES PROVIDED BY DISC VILLAGE, INC.

Clients who commit a misdemeanor offense or who violate county or municipal ordinance and receive an adult Civil Citation will receive services according to normal operating practices of DISC. Fees are the sole responsibility of the client and must be paid prior to the rendering of services.

Clients will be provided with assessment and an individualized intervention plan and services. Additionally, DISC Village, Inc. will assist and monitor community service requirements pursuant to Florida Statute 948.036. All services will be provided in a culturally sensitive and trauma-informed care manner.

Quarterly reports will be provided to all concerned parties.

IV. TERM OF AGREEMENT

This MOU shall remain in effect from the date of signatures and can be renewed or amended by the partnership as needed. Each party reserves the right to terminate their participation in the agreement with a 30-day written notice.

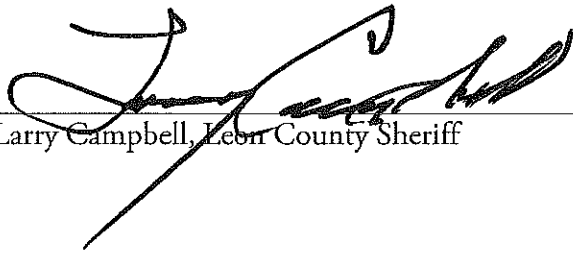
This agreement shall take effect upon receipt of signatures and may terminate or revise at the request of either party.



Tom Olk, CEO Dine Village, Inc.

10-23-12

Date



Larry Campbell, Leon County Sheriff

11-30-12

Date

PRE-ARREST ADULT CIVIL CITATION AND DIVERSION PROGRAM MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Florida Fish and Wildlife Commission and DISC Village, Inc. (DISC) to design and operate a pre-arrest and intense diversion program for non-violent misdemeanor offenders residing in Leon County Florida.

All referrals to DISC will be based upon the protocols developed by the Florida Fish and Wildlife Commission.

II. AGREEMENT

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing crime.
2. Participation in a review and evaluation of the adult Civil Citation program.
3. Make recommendations for program improvement, when appropriate.
4. Assign staff, as appropriate, to participate in with the adult Civil Citation program.
5. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
6. Provide technical assistance to all parties to ensure that the adult Civil Citation program complies with state and federal laws.

III. SERVICES PROVIDED BY DISC VILLAGE, INC.

Clients who commit a misdemeanor offense or who violate county or municipal ordinance and receive an adult Civil Citation will receive services according to normal operating practices of DISC. Fees are the sole responsibility of the client and must be paid prior to the rendering of services.

Clients will be provided with assessment and an individualized intervention plan and services. Additionally, DISC Village, Inc. will assist and monitor community service requirements pursuant to Florida Statute 948.036. All services will be provided in a culturally sensitive and trauma-informed care manner.

Quarterly reports will be provided to all concerned parties.

IV. TERM OF AGREEMENT

This MOU shall remain in effect from the date of signatures and can be renewed or amended by the partnership as needed. Each party reserves the right to terminate their participation in the agreement with a 30-day written notice.

This agreement shall take effect upon receipt of signatures and may terminate or revise at the request of either party.



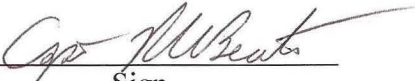
Tom Olk, CEO DISC Village, Inc.

July 15, 2014

Date

R.W. BEATON

Name



Sign

Captain

Title

7/21/14

Date

ADULT CIVIL CITATION PRE-ARREST DIVERSION PROGRAM MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Tallahassee Community College (TCC) Police Department and DISC Village, Inc. (DISC) to design and operate a pre-arrest diversion program for misdemeanor offenders residing in the Second Judicial Circuit of Florida.

All referrals to DISC will be based upon the protocols developed by the TCC Police Department.

II. AGREEMENT

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing crime.
2. Participation in a review and evaluation of the Adult Civil Citation program coordinated through the Civil Citation Network.
3. Make recommendations for program improvement, when appropriate.
4. Assign staff, as appropriate, to participate in with the Adult Civil Citation program.
5. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
6. Provide technical assistance to all parties to ensure that the Adult Civil Citation program complies with state and federal laws.

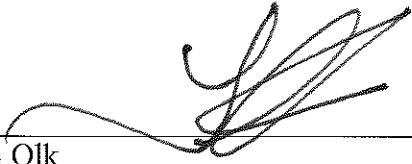
III. SERVICES PROVIDED BY DISC VILLAGE, INC.

Participants who commit an eligible misdemeanor offense and receive an Adult Civil Citation will receive services according to normal operating practices of DISC. Fees are the sole responsibility of the participant.

Participants will be provided with assessment, an individualized intervention plan and services. Additionally, DISC will assist and monitor community service requirements pursuant to Florida Statute 948.036. All services will be provided in a culturally sensitive and trauma-informed care manner.

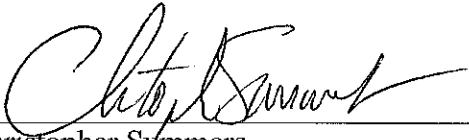
IV. TERM OF AGREEMENT

This MOU shall remain in effect from the date of signatures and can be renewed or amended by the partnership as needed. Each party reserves the right to terminate their participation in the agreement with a 30-day written notice. This agreement shall take effect upon receipt of signatures.



Tom Olk
CEO
DISC Village, Inc.

Date



Chief Christopher Summers
TCC Police Department

8/4/15

Date

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

TALLAHASSEE/LEON COUNTY THREE-YEAR OUTCOMES

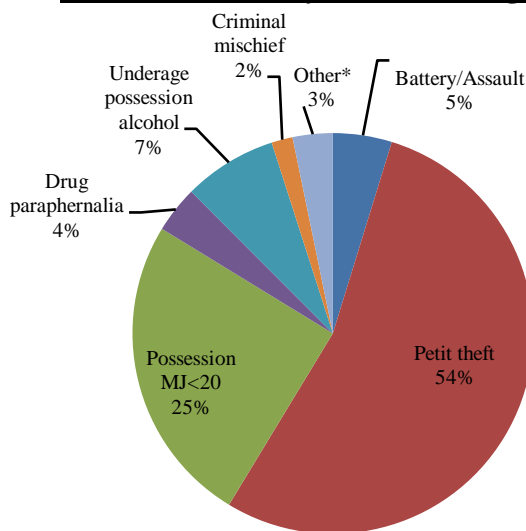


**CIVIL CITATION
NETWORK®**

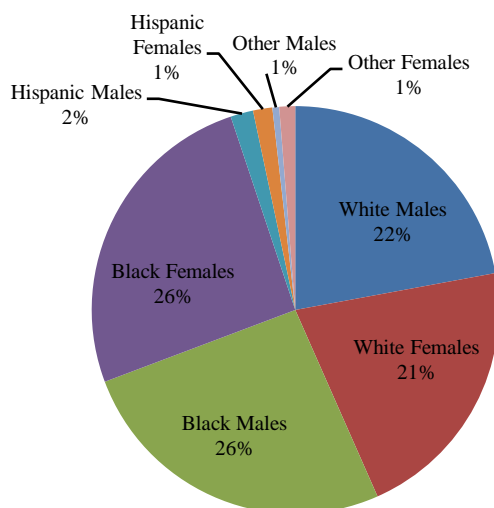
PRE-ARREST DIVERSION ADULT CIVIL CITATION PROGRAM

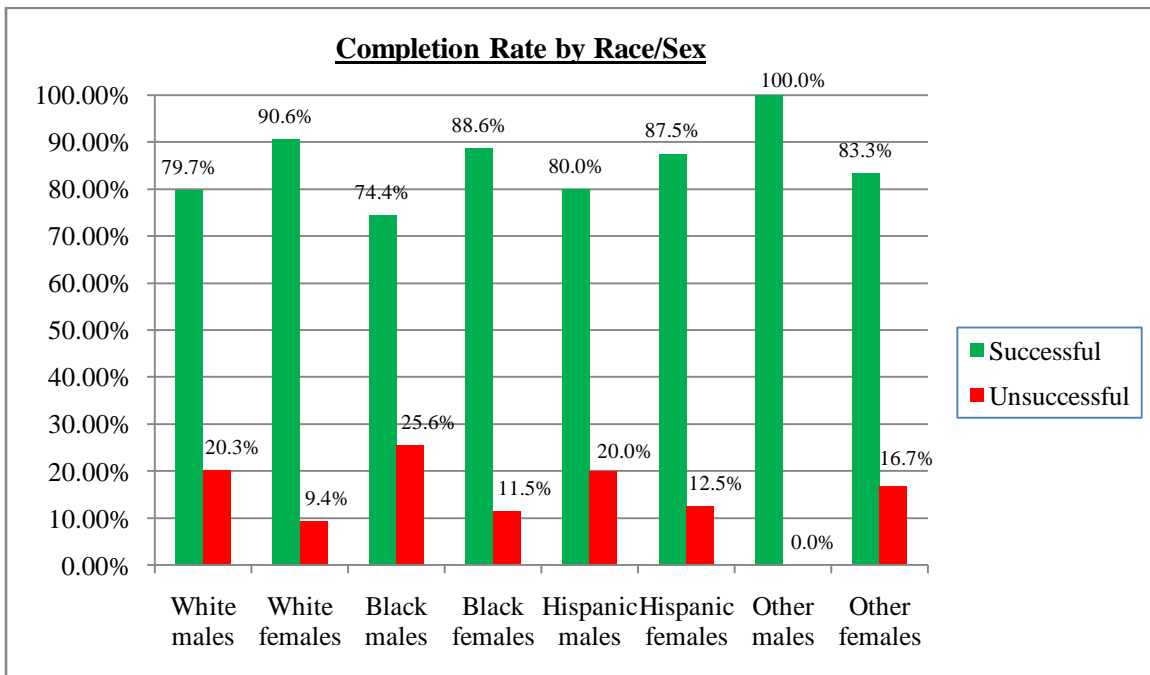
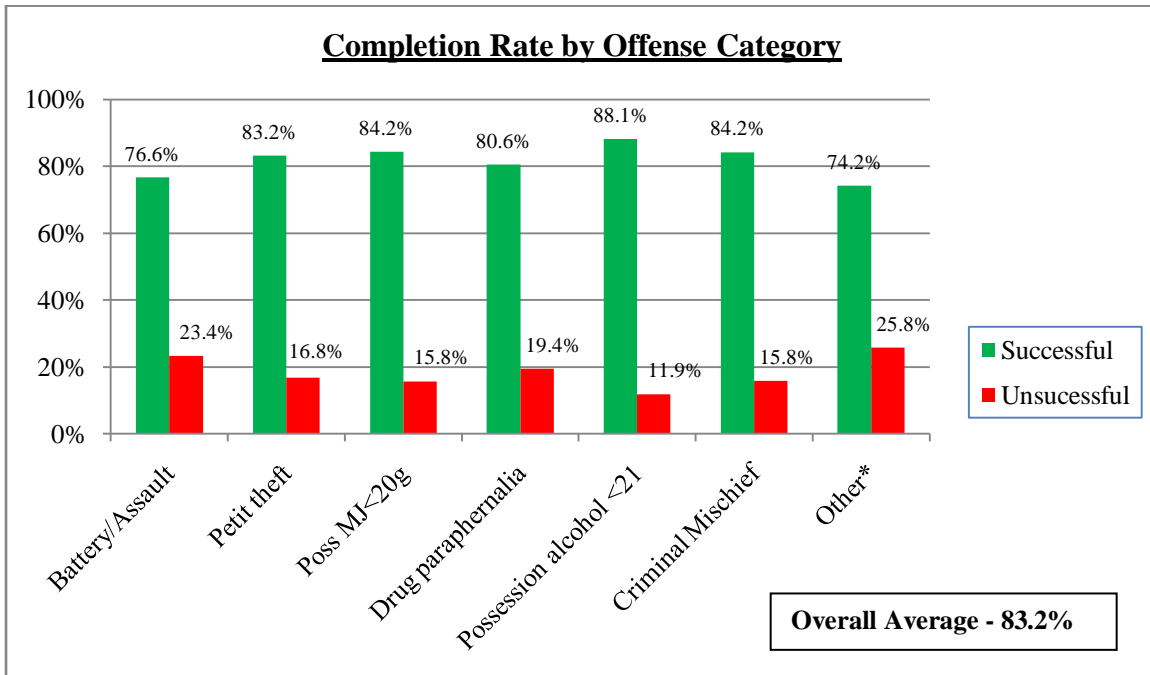
Summary: The following three-year outcome results were compiled by Dr. Al Kopak, Western Carolina University, using program data collected from March 2013 thru August 2016. During this time period 1,113 civil citations were issued with an average successful program completion rate of 83%. The distribution of citations across race and sex demographics remains consistent with approximately 25% in each major category. The overall success of the program is clearly shown with a 7% rearrest rate for those who successfully completed the program. This compares to a 61% rearrest rate for those who were unsuccessful.

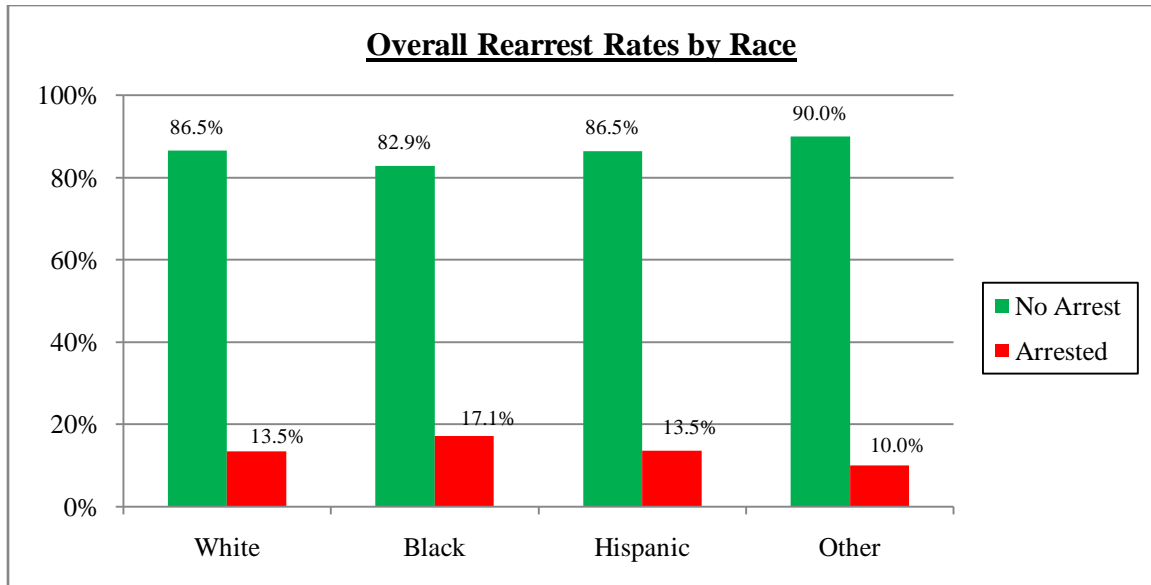
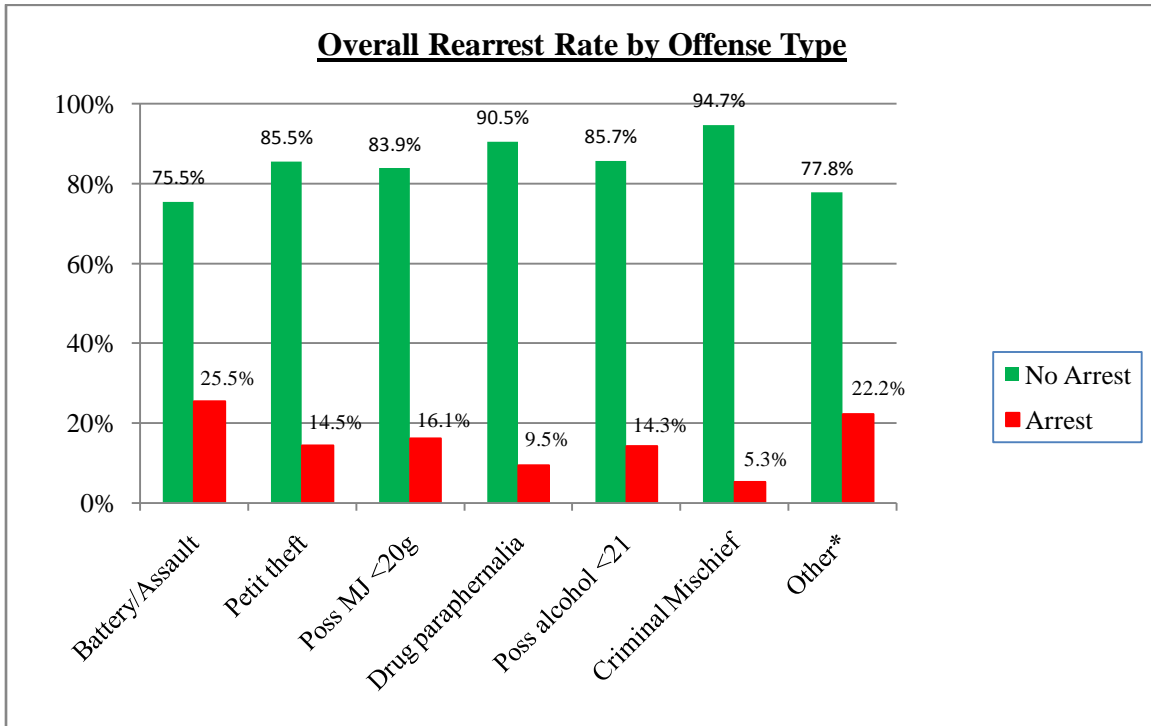
Citations Issued by Offense Category



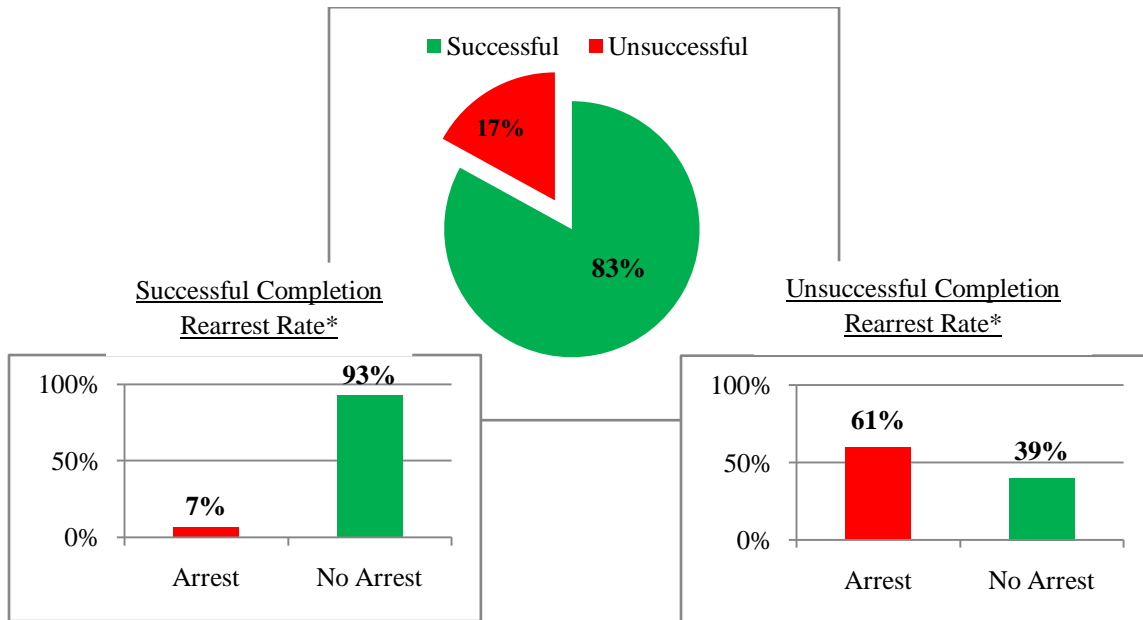
Citations Issued by Race/Sex







Overall Program Completion Rate and Corresponding Rearrest Rates



** Rearrest rates are based on a subsequent arrest following successful program completion or unsuccessful termination. Arrests anywhere in the state of Florida for a subsequent misdemeanor or felony charge are validated through the statewide arrest database maintained by the Florida Department of Law Enforcement.*

**Leon County
Board of County Commissioners**

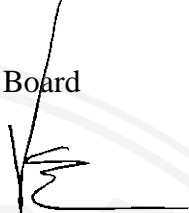
Notes for Agenda Item #25

Leon County Board of County Commissioners

Cover Sheet for Agenda #25

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Negotiate an Agreement with Advanced Data Processing, Inc., D/B/A Intermedix Corporation for Emergency Medical Services Patient Accounts Receivable Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services Division
Lead Staff/ Project Team:	Timothy Carlson, EMS Financial Compliance Manager

Fiscal Impact:

This item has a fiscal impact. The estimated first-year cost is \$375,000, an estimated \$100,000 less than the current annual contract payment. Adequate funds for patient accounts receivable services are available in the FY 2017 Emergency Medical Services (EMS) Operating Budget.

Staff Recommendation:

Option # 1: Authorize staff to negotiate an agreement for Emergency Medical Services patient accounts receivable services with Advanced Data Processing, Inc., D/B/A Intermedix Corporation and authorize the County Administrator to execute an agreement in a form approved by the County Attorney.

Report and Discussion

Background:

This agenda seeks Board approval for staff to negotiate an agreement for Leon County Emergency Medical Services (EMS) patient accounts receivable services with Advanced Data Processing, Inc., D/B/A Intermedix Corporation.

The County utilizes a third-party patient accounts receivable services vendor to bill for the services provided by EMS. The current agreement with Advanced Data Processing, Inc., D/B/A Intermedix Corporation (ADPI/Intermedix) expires February 28, 2017.

Consistent with county purchasing policies and procedures, Request for Proposal (RFP) BC-09-01-16-35 was issued on July 27, 2016 with responses due on or before September 1, 2016. The RFP was advertised locally and 256 vendors were notified through the automated procurement system. An additional 11 vendors downloaded the package and resulted in one responsive proposal from ADPI/Intermedix.

Analysis:

On September 29, 2016 the RFP evaluation committee convened. At that meeting, the purchasing policies were reviewed and each member was provided a copy of the RFP and the responsive proposal received from ADPI/Intermedix.

Each committee member individually scored the firm based on the proposal submitted in response to the RFP. The committee met on November 1, 2016 to evaluate the response and finalize scoring. Since ADPI/Intermedix was the only respondent and had met all of the bid requirements, the committee recommends the selection of ADPI/Intermedix, with a score of 80 out of a possible 85 points (Attachment #1).

ADPI/Intermedix proposes to charge 3.25% of net collections of non-Medicaid accounts and \$9.50 per Medicaid account. Under the current contract, the County pays 4.25% of net collections of non-Medicaid accounts and \$11.00 per Medicaid account. Based on FY 2016 net collections of \$10 million, the potential annual savings under a new agreement would be \$100,000.

The new agreement is anticipated to have a 3 year term with two optional 1 year extensions and an estimated first-year cost of \$375,000. Future costs associated with this Agreement will be contemplated during the budget process and will be based on annual revenue projections. Actual payments made to the vendor are based on the vendor's monthly collection performance.

As a part of negotiations, staff will work with Intermedix to secure a new potential revenue source through the Public Emergency Medical Transportation Program (PEMT). The PEMT Program draws funding from the federal government through the Florida Agency for Health Care Administration (ACHA) by providing additional Medicaid reimbursement payments above the allowable Medicaid transport fee. The formula considers the actual costs incurred by the County

for emergency transportation services. Intermedix currently manages over 30 Florida PEMT clients and would manage the administrative process with ACHA for Leon County on a contingency based fee for services schedule of 15%. This percentage of compensation to Intermedix is the market rate for similar sized EMS services.

Staff recommends the Board authorize staff to negotiate an agreement for EMS patient accounts receivable services with Advanced Data Processing, Inc., D/B/A Intermedix Corporation and authorize the County Administrator to execute an agreement in a form approved by the County Attorney.

Options:

1. Authorize staff to negotiate an agreement for Emergency Medical Services patient accounts receivable services with Advanced Data Processing, Inc., D/B/A Intermedix Corporation and authorize the County Administrator to execute an agreement in a form approved by the County Attorney.
2. Do not authorize staff to negotiate an agreement for Emergency Medical Services patient accounts receivable services with Advanced Data Processing, Inc., D/B/A Intermedix Corporation.
3. Board direction.

Recommendations:

Option #1.

Attachment:

1. Evaluation Committee Tabulation Sheet

RFP Emergency Medical Services Patient Accounts Receivable Services

BC-08-11-16-35

Score Sheet

November 1, 2016

Intermedix	Total Available	TC	TF	JP	TT	Total Score
Cost	15	15	15	15	15	
Features/Requirements	30	28	25	30	25	
Qualifications/Experience	20	18	19	20	18	
Operations /COOP/Security Plans	20	19	18	20	20	
Presentation (if needed)	15	NA	NA	NA	NA	
Total		80	77	85	78	80

**Leon County
Board of County Commissioners**

Notes for Agenda Item #26

Leon County Board of County Commissioners

Cover Sheet for Agenda #26

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of FY 16/17 Insurance Coverages

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 Karen Melton, Risk Management

Fiscal Impact:

This item has a direct fiscal impact to the County. The overall cost of insurance premiums (exclusive of health) for FY 16/17 will be \$1,511,639. This is a \$54,253 decrease over the FY15/16 expiring coverage. Funds are included in the FY16/17 budget to support this anticipated expenditure.

Staff Recommendation:

Option #1: Approve the FY16/17 insurance coverages and authorize the County Administrator to place insurance coverages for Property; Excess Workers' Compensation; and General Liability as specified in renewal Option 1 (Attachment #1).

- Property Insurance (total insured value \$351,181,305); Zurich: \$722,340.
- Excess Workers' Compensation; Florida Municipal Insurance Trust: \$162,934
- General Liability (including Public Official; Employment Practices Liability; Excess Liability; Auto and Medical Malpractice): Travelers \$421,252 and Admiral Ins. Co. \$10,880.
- Cyber Security; Chubb, \$14,121.
- As the provider for General Liability, authorize Brown & Brown to place Pollution; Accidental Death & Dismemberment; Crime; and Aviation Liability Coverages.

Report and Discussion

Background:

This item seeks Board approval for FY16/17 insurance coverages (exclusive of health) for Property, Excess Workers' Compensation and General Liability.

On December 8, 2015, the Board authorized staff to develop and issue a Request for Proposals (RFP) for insurance broker services for Leon County, effective December 15, 2016. This process allowed the County's existing brokers to participate and provided the opportunity for additional competition by allowing other qualified brokers the ability to provide proposals.

On April 12, 2016, the Board approved the award of broker services to Brown and Brown of Florida, Inc. as Leon County's insurance broker for \$24,999 annually. The process established a broker services agreement to place coverage, beginning FY16/17, as the County's Broker of Record for the next three years (with two one-year renewal options at the County's sole discretions).

As part of their services, Brown and Brown is required to provide quotes for all lines of insurance (property, general liability, pollution, aviation, etc., exclusive of health insurance), including Excess Workers' Compensation. However, the County reserved the right to place coverage outside of the broker services agreement with trusts, pools etc. that do not require broker services.

Analysis:

The County purchases three main lines of insurance (property, general liability, and excess workers' compensation) and then a series of smaller coverages. Brown and Brown was required to obtain quotes from the County's current carriers for property and general liability (Zurich and OneBeacon, respectively) and at least two additional quotes (or proof of effort) for each line of coverage from A.M.Best "A+" XV rated carriers to ensure competitive pricing (Attachment #1). The County's current coverages expire December 15, 2016.

As part of the process, staff acknowledged that the County's existing insurers (Zurich, OneBeacon, and the Florida Municipal Insurance Trust) are desirable and should be the minimum standard for any other bids that are considered. The County sought quotes using the same deductibles and limits currently maintained by the County.

Prior to 2001, the County obtained its insurance coverages (exclusive of health insurance) through a competitive bid process. The result was that County purchased each line of insurance independent of the other (i.e. property separate from general liability separate from automobile etc.) Each purchase had a fee or commission associated with it and, therefore the County paid multiple fees or commissions. The initial broker services agreement entered into in 2011, and more recently in 2015, eliminated those multiple fees and commissions by paying a single service fee to a single broker for obtaining the necessary insurance.

The benefits to the County in utilizing this approach are: 1) to save the County money through the competitive procurement of services, and 2) to validate the current level of insurance and agent/broker services are in the best interest of the County.

For 2017, property insurance quotes are limited to Zurich as a dedicated (non-shared), 100% total insured value product. Multiple carriers were approached, but all declined to quote, based on the current Zurich pricing, terms and conditions. None of the carriers are able to offer a program with the full limits (current TIV for the County is \$351,181,305) at a rate comparable to Zurich.

General liability and Automobile quotes were obtained from the incumbent carrier, OneBeacon, and Travelers (Travelers provided two quote options) with a minimum \$3,000,000 aggregate loss limit for General Liability (the limits of coverage for the policy period) and \$1,000,000 aggregate loss limit for Automobile. Preferred Governmental Insurance Trust (PGIT) was approached, but declined to provide a quote. The quotes were to include General Liability, Public Official Liability (including coverage for the newly approved Tactical Medical Program) and Automobile Liability, either packaged together or as separate line items. A summary of the general liability and automobile insurance options are shown in Table 1.

Table 1: Comparison of General Liability/Auto Insurance Premium Options			
Current/Expiring Coverage	Travelers Option #1	Travelers #2	One Beacon
\$473,866	\$421,252	\$397,707	\$439,219
Savings	(\$52,614)	(\$76,159)	(\$34,647)

All three quotes provided provide savings over the current coverage provided by One Beacon. For these lines of insurance staff is recommending Travelers Option #1 even though it costs \$23,545 more than Travelers Option #2. The reason is that Travelers Option #1 reduces the County's general liability exposure by offering a zero dollar deductible for general liability, reduces the deductible for Public Official Liability by \$10,000 and reduces the deductible for Automobile Liability by \$5,000.

Past experience indicates that the \$23,545 cost of the reduction in the deductible exposure provided by Travelers Option #1 could easily be recouped in one or two claims. Given past claims of liability against the County staff is recommending paying for the reduced claims exposure by paying for lower deductibles. As shown in Table #1, this choice provides a \$52,614 savings from the expiring coverage.

The Florida Municipal Insurance Trust, who works in conjunction with the Florida Association of Counties Trust (FACT), was contacted directly by the County for purposes of soliciting a quote for Excess Workers' Compensation.

The County maintains a self-insured retention of \$500,000 per claim for Workers' Compensation and Excess insurance is triggered only when an individual claim exceeds this retention. Carriers, in addition to the current carrier, were approached; but again, all others declined to quote, based on the current pricing from the Florida Municipal Insurance Trust. Excess Workers'

Compensation quote was provided outside the broker services agreement through the Florida Municipal Insurance Trust in the amount of \$162,934 (Attachment #2). FACT declined to provide quotes for other lines of coverage.

In addition, staff is recommending the County acquire cyber security insurance. This insurance provides up to \$1.0 million in coverage in case of a data breach. Such a breach would require notification to all persons or entities whose information in the County system was obtained. Obtaining cyber coverage will allow the County to rely on the insurer to provide this notification. This would be especially beneficial if the breach includes credit card information.

This coverage also provides internet and media liability insurance (an entity posting to the County's account without permission) and protection against network extortion. Given today's environment where data breaches are common place, even among the most secure network systems, this type of insurance coverage is recommended.

Table 2 provides a summary of the expiring and renewing coverages with corresponding premiums.

Table 2:
Comparison of Expiring Insurance Coverages and Renewing Coverages with Corresponding Premiums Provided by Broker of Record

Coverage Type	FY 15/16 Expiring Coverage Cost	FY 16/17 Renewing Coverage Cost
Property	\$726,894	\$722,340
General Liability, Public Official and Auto	\$473,866	\$421,252
Med/Malpractice	\$10,880	\$10,880
Excess Workers' Comp	\$152,792	\$162,934
Third Party Admin.	\$55,875	\$55,875
Pollution	\$49,350	\$ 47,000
AD&D	\$7,000	\$ 3,000
AD&D – Law Enforcement	\$22,039	\$18,312
Aviation	\$35,293	\$39,022
Crime	\$6,025	\$6,025
Cyber Security	\$0	\$14,121
Broker Fee	\$39,999	\$24,999
Total	\$1,580,013	\$1,525,760

As reflected in the Table 1, the total insurance costs for insurance renewals are (\$54,253) lower than for FY 15/16. The premium decrease is a function of 1) a favorable loss history, and 2) the negotiation efforts of Brown & Brown on behalf of the County.

Options:

1. Authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation, and General Liability as specified in Renewal Option 1:
 - Property Insurance (total insured value \$351,181,305); Zurich, \$722,340
 - Excess Workers' Compensation; Florida Municipal Insurance Trust, \$162,934
 - General Liability (including Public Official, Employment Practices Liability; Excess Liability; Auto & Medical Malpractice); Travelers \$421,252 and Admiral Ins. Co.; \$10,880
 - Cyber Security; Chubb, \$14,121
 - As the provider for General Liability, authorize Brown & Brown to place pollution, accidental death and dismemberment, and aviation liability coverages.
2. Do not authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation and General Liability as specified in Option 1.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Quotation Summary and Spreadsheet Provided by Brown & Brown
2. Quotation Summary by Florida Municipal Insurance Trust

LEON COUNTY BOARD OF COUNTY COMMISSIONERS 2016-2017 RENEWAL

Coverage Description	15-16 Expiring: Zurich / One Beacon			
	Carriers	Limits	Deductible / SIR	Expiring Premium
Property / Inland Marine	Zurich	\$351,116,132	Varies by Coverage	\$726,893.91
General Liability / Employee Benefits	One Beacon	\$1Mil/\$3Mil	\$10,000	\$139,708.00
Public Officials Liability	One Beacon	\$1Mil/\$3Mil	\$25,000	\$64,404.00
Law Enforcement Liability <i>Including Tactical Medical Program</i>	One Beacon	\$1Mil/\$3Mil	\$25,000	Included
Excess Liability	One Beacon	\$2,000,000	Underlying	\$19,853.00
Med/Malpractice	Admiral	\$1Mil/\$3Mil	\$2,500	\$10,880.00
Automobile	One Beacon	\$1,000,000	\$10,000	\$249,901.00
Excess Workers' Comp	League of Cities	\$1,000,000	\$500,000	\$152,792.00
Third Party Admin.	TPA			\$55,875.00
Pollution - Site / Tank	Illinois Union	\$6Mil/\$7Mil	\$10K Site/Varies Tank	\$49,350.00
AD&D - Work Program **	ACE (Rate \$3.00/Person)**	\$250,000		\$7,000.00
AD&D - Law Enforcement	National Union Fire	\$70,700		\$22,039.00
Aircraft Liability & Hull Coverage	QBE	\$1,000,000	In Motion: 1% Not in Motion: NIL	\$35,293.00
Crime	Travelers	\$1,000,000	\$10,000	\$6,025.00
Broker Fee	Brown & Brown			\$39,999.00
Total				\$1,580,012.91

**AD&D - Work Program represents a deposit premium and is subject to audit at policy expiration

LEON COUNTY BOARD OF COUNTY COMMISSIONERS 2016-2017 RENEWAL

Coverage Description	Renewal Option 1: Zurich / Travelers (Lower Deductibles) / Hartford (AD&D Law Enforcement)				
	Carriers	Limits	Deductible / SIR	Expiring Premium	Renewal Premium
Property / Inland Marine	Zurich	\$351,181,305	Varies by Coverage	\$726,893.91	\$722,339.93
General Liability / Employee Benefits	Travelers*	\$1Mil/3Mil	None	\$139,708.00	\$107,291.00
Public Officials Liability	Travelers*	\$1Mil/\$3Mil	\$15,000	\$64,404.00	\$86,499.00
Law Enforcement Liability <i>Including Tactical Medical Program</i>	Travelers*	Included	\$15,000	Included	Included
Excess Liability	Travelers*	\$2,000,000	Underlying	\$19,853.00	\$25,412.00
Med/Malpractice	Admiral	\$1Mil/\$3Mil	\$2,500	\$10,880.00	\$10,880.00
Automobile	Travelers*	\$1,000,000	\$5,000	\$249,901.00	\$202,050.00
Excess Workers' Comp	League of Cities	\$1,000,000	\$500,000	\$152,792.00	\$162,934.00
Third Party Admin.	TPA			\$55,875.00	\$55,875.00
Pollution - Site / Tank	Illinois Union	\$6Mil/\$7Mil	\$10K Site/Varies Tank	\$49,350.00	\$47,000.00
AD&D - Work Program **	ACE (Rate \$3.00/Person	\$250,000		\$7,000.00	\$3,000.00
AD&D - Law Enforcement	Hartford Life Accident	\$71,407		\$22,039.00	\$18,312.00
Aircraft Liability & Hull Coverage	QBE	\$1,000,000	In Motion: 1% Not in Motion: NIL	\$35,293.00	\$39,022.00
Crime	Travelers	\$1,000,000	\$10,000	\$6,025.00	\$6,025.00
Broker Fee	Brown & Brown			\$39,999.00	\$24,999.00
Total				\$1,580,012.91	\$1,511,638.93
	<i>Cyber Option - CHUBB</i>	<i>\$1,000,000</i>	<i>\$25,000</i>	<i>N/A</i>	<i>\$14,121.00</i>

**AD&D - Work Program represents a deposit premium and is subject to audit at policy expiration

Travelers - Includes \$25,000 in Cyber Liability

Lower Deductibles: Automobile (\$5,000) No GL Deductible, EPL (\$15,000), Professional (\$15,000)

***Travelers Options are offered on a Three (3) Year Rate Guarantee subject to:**

- a. A loss ratio not exceeding 40% in any one twelve (12) month period; or
- b. No material change in exposure or increase in hazard

If the conditions above are not met, the rate will be changed effective any anniversary date following the annual period in which such condition is not met

LEON COUNTY BOARD OF COUNTY COMMISSIONERS 2016-2017 RENEWAL

Coverage Description	Renewal Option 2: Zurich / Travelers / Hartford (AD&D Law Enforcement)				
	Carriers	Limits	Deductible / SIR	Expiring Premium	Renewal Premium
Property / Inland Marine	Zurich	\$351,181,305	Varies by Coverage	\$726,893.91	\$722,339.93
General Liability / Employee Benefits	Travelers*	\$1Mil/3Mil	\$10,000	\$139,708.00	\$97,125.00
Public Officials Liability	Travelers*	\$1Mil/\$3Mil	\$25,000	\$64,404.00	\$81,376.00
Law Enforcement Liability <i>Including Tactical Medical Program</i>	Travelers*	Included	Included	Included	Included
Excess Liability	Travelers*	\$2,000,000	Underlying	\$19,853.00	\$25,412.00
Med/Malpractice	Admiral	\$1Mil/\$3Mil	\$2,500	\$10,880.00	\$10,880.00
Automobile	Travelers*	\$1,000,000	\$10,000	\$249,901.00	\$193,785.00
Excess Workers' Comp	League of Cities	\$1,000,000	\$500,000	\$152,792.00	\$162,934.00
Third Party Admin.	TPA			\$55,875.00	\$55,875.00
Pollution - Site / Tank	Illinois Union	\$6Mil/\$7Mil	\$10K Site/Varies Tank	\$49,350.00	\$47,000.00
AD&D - Work Program **	ACE (Rate \$3.00/Person)	\$250,000		\$7,000.00	\$3,000.00
AD&D - Law Enforcement	Hartford Life Accident	\$71,407		\$22,039.00	\$18,312.00
Aircraft Liability & Hull Coverage	QBE	\$1,000,000	In Motion: 1% Not In Motion: NIL	\$35,293.00	\$39,022.00
Crime	Travelers	\$1,000,000	\$10,000	\$6,025.00	\$6,025.00
Broker Fee	Brown & Brown			\$39,999.00	\$24,999.00
Total				\$1,580,012.91	\$1,488,084.93
	Cyber Option - CHUBB	\$1,000,000	\$25,000	N/A	\$14,121.00

**AD&D - Work Program represents a deposit premium and is subject to audit at policy expiration

Travelers - Includes \$25,000 in Cyber Liability

*Travelers Options are offered on a Three (3) Year Rate Guarantee subject to:

- a. A loss ratio not exceeding 40% in any one twelve (12) month period; or
- b. No material change in exposure or increase in hazard

If the conditions above are not met, the rate will be changed effective any anniversary date following the annual period in which such condition is not met

LEON COUNTY BOARD OF COUNTY COMMISSIONERS 2016-2017 RENEWAL

Coverage Description	Renewal Option 3: Zurich / One Beacon				
	Carriers	Limits	Deductible / SIR	Expiring Premium	Renewal Premium
Property / Inland Marine	Zurich	\$351,181,305	Varies by Coverage	\$726,893.91	\$722,339.93
General Liability / Employee Benefits	One Beacon*	\$1Mil/\$3Mil	\$10,000	\$139,708.00	\$126,111.00
Public Officials Liability	One Beacon*	\$1Mil/\$3Mil	\$25,000	\$64,404.00	\$63,277.00
Law Enforcement Liability Including Tactical Medical Program	One Beacon*	\$1Mil/\$3Mil	\$25,000	Included	Included
Excess Liability	One Beacon*	\$2,000,000	Underlying	\$19,853.00	\$20,262.00
Med/Malpractice	Admiral	\$1Mil/\$3Mil	\$2,500	\$10,880.00	\$10,880.00
Automobile	One Beacon*	\$1,000,000	\$10,000	\$249,901.00	\$229,569.00
Excess Workers' Comp	League of Cities	\$1,000,000	\$500,000	\$152,792.00	\$162,934.00
Third Party Admin.	TPA			\$55,875.00	\$55,875.00
Pollution - Site / Tank	Illinois Union	\$6Mil/\$7Mil	\$10K Site/Varies Tank	\$49,350.00	\$47,000.00
AD&D - Work Program **	ACE (Rate \$3.00/Person)	\$250,000		\$7,000.00	\$3,000.00
AD&D - Law Enforcement	National Union Fire	\$71,407		\$22,039.00	\$20,995.16
Aircraft Liability & Hull Coverage	QBE	\$1,000,000	In Motion: 1% Not in Motion: NIL	\$35,293.00	\$39,022.00
Crime	Travelers	\$1,000,000	\$10,000	\$6,025.00	\$6,025.00
Broker Fee	Brown & Brown			\$39,999.00	\$24,999.00
Total				\$1,580,012.91	\$1,532,289.09
	Cyber Option - CHUBB	\$1,000,000	\$25,000	N/A	\$14,121.00

**AD&D - Work Program represents a deposit premium and is subject to audit at policy expiration

***One Beacon renewals are offered on a Three (3) Year Rate Guarantee subject to:**

- A loss ratio not exceeding 50% in any one twelve (12) month period; or
- No material change in exposure or increase in hazard

If the conditions above are not met, the rate will be changed effective any anniversary date following the annual period in which such condition is not met



Department of Insurance and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2016-2017

Leon County By and Through Its Board of County Commissioners
FMIT 0675

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Workers' Compensation	\$500,000	Total Payroll	
Experience Modification	0.96 10/1/16	\$88,484,479	\$162,934
TOTAL NET PREMIUM			\$162,934
GRAND TOTAL PREMIUM			\$162,934

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

**Leon County
Board of County Commissioners**

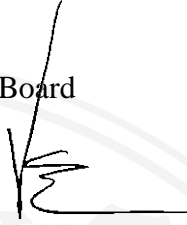
Notes for Agenda Item #27

Leon County Board of County Commissioners

Cover Sheet for Agenda #27

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Fiscal Year 2016 Annual Performance and Financial Report

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, Budget Manager Eryn Calabro, Senior Management & Budget Analyst Joshua Pascua, Management & Budget Analyst Ryan Aamodt, Management & Budget Analyst Jennifer Donald, Management & Budget Analyst Brent Rau, Management Analyst

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Accept the FY 2016 Annual Performance and Financial Report (Attachment #1).

Report and Discussion

Background:

The Office of Management and Budget (OMB) prepares two financial reports annually for Board consideration: (1) a mid-year report that identifies financial trends that are developing, and seeks guidance as required; and (2) a fiscal year-end report that provides a review of the financial and organizational performance of the County.

Analysis:

Included in the Annual Performance Financial Report are the following sections:

Program/Division Summary

The Program/Division section summarizes each program/division's activities for FY 2016, including highlights, performance measures, and a financial and staffing summary.

Major Revenues

The Revenue Section summarizes and describes the County's major revenue receipts (unaudited) for FY 2016. These receipts are compared to the prior fiscal year's actual receipts and FY 2016 adjusted budget.

Expenditures

This table presents the FY 2016 adjusted budgets for each program, actual expenditures, and the dollar amount and percentage spent over/under the FY 2016 adjusted budget.

Fund Balance

This table compares the fund balances of each fund for the two prior fiscal years and provides the following analysis: 1) estimated fund balance for each fund; 2) appropriated fund balance; and 3) unreserved fund balance for FY 2016 (unaudited).

Capital Improvement Program

This section describes each capital improvement project in the County and provides the budgets and expenditures for FY 2016.

Grants Program

The Grants Program Section provides the FY 2016 budget and expenditure information for all County grants as well as a description of each grant.

Comparative Data

The Comparative Data Section provides a net budget, population, ad valorem tax collection, and staffing comparison between Leon County and other like-sized counties.

Options:

1. Accept the FY 2016 Annual Performance and Financial Report (Attachment #1).
2. Do not accept the FY 2016 Annual Performance and Financial Report.
3. Board direction

Recommendation:

Option #1

Attachment:

1. FY 2016 Performance and Financial Report



ANNUAL PERFORMANCE & FINANCIAL REPORT

Attachment #1
Page 1 of 145

FISCAL YEAR 2015/2016



LEON COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS PEOPLE FOCUSED. PERFORMANCE DRIVEN.



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Leon County Fiscal Year 2016 Annual Performance and Financial Report

County Administration
Business PlanMission
Statement

The mission of Leon County Administration is to provide leadership and direction to County staff, to facilitate the implementation of Board priorities and policies, and to manage the operation of County functions to ensure the delivery of cost effective, customer responsive public services within the bounds of available resources.

Strategic
Priorities**Quality of Life**

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors, and residents. (Q1) rev. 2013
- Provide essential public safety infrastructure and services which ensure the safety of the entire community. (Q2) 2012
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community including: access to health care and community-based human services. (Q3) rev. 2013
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) rev. 2013

Governance

- Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) rev. 2013
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012
- Sustain a culture that respects, engages and empowers citizens in important decisions facing the community. (G3) 2012
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (G4) 2012
- 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) 2012

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority at Innovation Park. (EC3) 2015
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a "ready workforce." (EC6) 2012
- Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (EC7) 2013

Strategic Initiatives
October 1, 2011 – September 30,
2016

- | | |
|---|----------|
| 1. Implement strategies which ensure community's safety, including; consolidate dispatch functions (Q2) 2012 | Complete |
| 2. Initiate county resources as part of emergency response activation (Q2) 2012 | Ongoing |
| 3. Implement strategies to gain efficiencies or enhance services, including; conduct LEADS Reviews (G2) 2012 | Ongoing |
| 4. Implement strategies to gain efficiencies or enhance services, including; develop and update Strategic Plans (G2) 2012 | Ongoing |
| 5. Implement strategies to further engage citizens, including; develop and offer Citizen Engagement Series (G3) 2012 | Ongoing |
| 6. Provide online Board agenda materials (G1) 2012 | Ongoing |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

County Administration

Strategic Initiatives October 1, 2011– September 30, 2016	7. Provide Internships (EC6) 2012	Ongoing
	8. Provide Volunteer LEON Matchmaking (EC6) 2012	Ongoing
	9. Consider establishing a Domestic Partnership Registry (Q3) rev. 2013	Ongoing
	10. Organize and support advisory committees (G3) rev. 2013	Complete
	11. Continue Let's Talk "brown bag" meetings with cross sections of Board employees and County Administrator (G4) 2012	Ongoing
	12. Seek community involvement with the VIVA Florida 500 Time Capsule (Q4) rev. 2013	Complete
	13. Convene periodic Chairman's meetings with Constitutional Officers regarding their budgets and opportunities to gain efficiencies (G5) rev. 2013	Complete
	14. Consider options to gain continuity of Commissioners' representation on committees, such as multi-year appointments (G5) rev. 2013	Complete
	15. Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (G3) 2012	Complete
	16. Pursue expansion for whistleblower notification (G1) rev. 2013	Complete
	17. Pursue Sister County relationships with Prince George's County Maryland and Montgomery County, Maryland (G2) 2012	Complete
	18. Periodically convene community leadership meetings to discuss opportunities for improvement (G5) 2012	Complete
	19. Work with FSU on the Civic Center District Master Plan (EC1, EC4) 2014	Complete
	20. Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with Village Square, which would be renewable after one year (EC1, EC4) 2014	Complete
	21. Engage with the private sector to develop property at the corner of Miccosukee and Blair Stone, to include the construction of a Medical Examiner facility (EC1, EC4) 2014	Complete
	22. Work with the Federal Bureau of Prisons to utilize a portion of the federal prison land for the Expansion of Tom Brown Park ballfields (Q1, G2) 2016	Ongoing
	23. Support the revision of Sec. 125.0104, Florida Statutes, to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district (EC3, EC4, EC7) rev. 2015	Complete
	24. Support Commissioner Desloge during his term as NACo President (G2) 2016	Ongoing
Actions	1. Consolidated Dispatch Agency became fully operational in September 2013. (Q2)	Administration
	2. Staff continues to mobilize county resources as part of emergency response activations. (Q2)	Administration
	3. Conducted LEADS Listening Sessions in 2012, 2014, and 2016. (G2)	Administration
	4. Facilitated Board Retreats each year to develop and update the Leon County FY 2012 – FY 2016 Strategic Plan. (G2)	Administration
	5. Developed the Citizen Engagement Series program and began offering events in 2012. (G3)	Administration
	6. Board meeting agendas and workshop materials are posted online prior to each meeting. (G1)	Administration
	7. Leon County continues to provide internship opportunities in work areas throughout the organization. (EC6)	Volunteer Services
	8. VolunteerLEON continues to promote volunteerism and connect citizens with opportunities throughout the community to serve. (EC6)	Volunteer Services
	9. County Administrator continues to hold "brown bag" meetings with cross sections of Board employees. (G4)	Administration
	10. Domestic Partnership Registry opened in May 2013. (Q3)	Administration
	11. County staff continues to support a variety of citizen advisory committees. (G3)	Administration

Leon County Fiscal Year 2016 Annual Performance and Financial Report**County Administration**

Actions	12.	Time capsule sealing ceremony held at the Leon County Courthouse in October 2013. (Q4)	Administration
	13.	Facilitated a Chairman's meeting regarding Constitutional Officers' budgets and opportunities to gain efficiencies. (G5)	Administration
	14.	Presented revised Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities" for Board consideration; adopted in April 2013. (G5)	Administration
	15.	Presented an issue paper during the 2013 Board Retreat regarding the next version of Leon County's citizen engagement efforts. (G3)	Administration
	16.	Added whistleblower notification information to the County's website. (G1)	Administration
	17.	Staff report presented to the Board in February 2013 regarding pursuit of Sister County relationships with Prince George's County Maryland and Montgomery County, Maryland. (G2)	Administration
	18.	Presented an agenda item to the Board in October 2013 regarding the practice of convening citizens to help address specific issues of public interest and opportunities for improvement. (G5)	Administration
	19.	Presented an issue paper to the Board at the December 2015 Board Retreat including status and outlook regarding the Civic Center Master Plan and convention center. (EC1, EC4)	Administration
	20.	Established a partnership with The Village Square to facilitate the Club of Honest Citizens program. (EC1, EC4)	Administration
	21.	Presented agenda items to the Board during 2015 budget workshops regarding the County-owned property at the intersection of Miccosukee Road and North Blair Stone Road and the establishment of the Medical Examiner facility on Municipal Way. (EC1, EC4).	Administration
	22.	Engaged the County's federal legislative delegation and the Federal Bureau of Prisons to utilize a portion of the federal prison land for the expansion of Tom Brown Park ball fields as part of the County's 2016 legislative priorities program. (Q1, G2)	Administration
	23.	Pursued revision of Sec. 125.0104, F.S. regarding High Tourism Impact Tax as part of the Board's 2016 legislative priorities program. (EC3, EC4, EC7)	Administration
	24.	Staff provided support to Commissioner Desloge during the 2016 NACo Annual Conference, where he was sworn in as NACo President. (G2)	Administration
Performance Measures	G3	Number of participants in Citizen Engagement Series and Club of Honest Citizens.	Pg. 1-7
	G4	Number of citizen volunteers coordinated.	Pg. 1-7
	G4	Number of county departments utilizing volunteers annually.	Pg. 1-7
	G1, G3	Number of news advisories, releases, and notices detailing County activity.	Pg. 1-9
	G1	Number of employees completing customer experience training.	Pg. 1-12
	G1	Percent of new employees completing "on-boarding" within 30 days.	Pg. 1-12

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
AdministrationDIVISION
County AdministrationPROGRAM
County Administration**GOAL**

The goal of County Administration is to provide leadership and direction to County employees, facilitate the implementation of Board priorities and policies and manage the operation of County functions to ensure the delivery of cost effective, customer-responsive public services within the bounds of available resources.

PROGRAM HIGHLIGHTS

1. Realized \$850,000 in utility savings through the County's energy efficient investments.
2. Conducted 30 separate LEADS Listening Sessions with 350 citizen participants resulting in 124 proposed improvements to County business operations, employee satisfaction, and customer experience.
3. Continued to involve citizens as stakeholders in the community by hosting the Citizen Engagement Series, continuing the Club of Honest Citizens, and facilitating Leon County citizen committees such as Minority, Women & Small Business Enterprise (MWSBE) Programs Evaluation Committee.
4. Developed an Economic Development Ecosystem Model in partnership with the City of Tallahassee to provide for the integration of policy, the collection and utilization of data, and the coordinated implementation of projects and initiatives throughout the new joint Tallahassee-Leon County Office of Economic Vitality.
5. Continued leadership over Blueprint 2000 project execution including Capital Circle, Capital Cascades Trail, and the Magnolia Multi-Use Trail.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-110-512

	<u>FINANCIAL</u>				<u>STAFFING*</u>		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	891,391	882,450	977,663	Full Time	4.00	5.00	5.00
Operating	38,193	28,453	36,098	OPS	0.00	0.00	0.00
TOTAL	929,584	910,903	1,013,761	TOTAL	4.00	5.00	5.00

*Reflects position realignments associated with the County Administrator's reorganization effective April 2016.

Leon County FY 2016 Annual Performance and Financial Report

Strategic Initiatives

Business Plan

Mission Statement

The goal of the Strategic Initiatives Division is to serve as a bridge from strategic planning to action implementation by ensuring alignment of organizational activities, initiatives, and culture with the overarching strategic vision and plan set forth by the Board of County Commissioners.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Strengthen our partnerships with our institutions of higher learning to encourage entrepreneurship and increase technology transfer and commercialization opportunities, including: the Leon County Research and Development Authority at Innovation Park. (EC3) rev. 2015
- Grow our tourism economy, its economic impact and the jobs it supports, including: being a regional hub for sports and cultural activities. (EC4) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a "ready workforce." (EC6) 2012
- Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (EC7) 2013

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1)
- Provide essential public safety infrastructure and services which ensure the safety of the entire community. (Q2)

Governance

- Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) Rev. 2013
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012
- Sustain a culture that respects, engages and empowers citizens in important decisions facing the community. (G3) 2012

Strategic Initiatives October 1, 2011 – September 30, 2016

- | | |
|--|----------|
| 1. Provide Volunteer LEON Matchmaking (EC6) 2012 | Ongoing |
| 2. Provide Internships (EC6) 2012 | Ongoing |
| 3. Implement strategies to further engage citizens, including; develop and offer Citizen Engagement Series (G3) 2012 | Ongoing |
| 4. Initiate county resources as part of emergency response activation (Q2) 2012 | Ongoing |
| 5. Provide online Board agenda materials (G1) 2012 | Ongoing |
| 6. Implement strategies to gain efficiencies or enhance services, including; develop and update Strategic Plans (G2) 2012 | Ongoing |
| 7. Implement strategies to gain efficiencies or enhance services, including; conduct LEADS Reviews (G2) 2012 | Ongoing |
| 8. Organize and support advisory committees (G3) 2012 | Ongoing |
| 9. Identify the next version of "Citizens Engagement" to include consideration of an "Our Town" Village Square concept (G3) 2012 | Complete |
| 10. Develop a proposed partnership for the next iteration of Citizen Engagement, possibly with Village Square, which would be renewable after one year (EC1, EC4) 2014 | Complete |
| 11. Support Commissioner Desloge during his term as NACo President (G2) 2016 | Ongoing |
| 12. Support the revision of Sec. 125.0104, Florida Statutes, to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities in order to levy a sixth cent to support the convention center and arena district (EC3, EC4, EC7) 2016 | Complete |
| 13. Work with the federal Bureau of Prisons to utilize a portion of the federal prison land for the expansion of Tom Brown Park ball fields (Q1, G2) 2016 | Ongoing |

Leon County FY 2016 Annual Performance and Financial Report

Strategic Initiatives

Actions Actions	1.	VolunteerLEON continues to promote volunteerism and connect citizens with opportunities throughout the community to serve. (EC6)	Strategic Initiatives
	2.	Leon County continues to provide internship opportunities in work areas throughout the organization. (EC6)	Strategic Initiatives
	3.	Developed the Citizen Engagement Series program and began offering events in 2012. (G3)	Strategic Initiatives
	4.	Staff continues to mobilize county resources as part of emergency response activations. (Q2)	Strategic Initiatives
	5.	Board meeting agendas and workshop materials are posted online prior to each meeting. (G1)	Strategic Initiatives
	6.	Facilitated Board Retreats each year to develop and update the Leon County FY 2012 – FY 2016 Strategic Plan. (G2)	Strategic Initiatives
	7.	Conducted LEADS Listening Sessions in 2012, 2014, and 2016. (G2)	Strategic Initiatives
	8.	County staff continues to support a variety of citizen advisory committees. (G3)	Strategic Initiatives
	9.	Presented an issue paper during the 2013 Board Retreat regarding the next version of Leon County's citizen engagement efforts. (G3)	Strategic Initiatives
	10.	Established a partnership with The Village Square to facilitate the Club of Honest Citizens program. (EC1, EC4)	Strategic Initiatives
	11.	Staff provided support to Commissioner Desloge during the 2016 NACo Annual Conference, where he was sworn in as NACo President. (G2)	Strategic Initiatives
	12.	Pursued revision of Sec. 125.0104, F.S. regarding High Tourism Impact Tax as part of the Board's 2016 legislative priorities program. (EC3, EC4, EC7)	Strategic Initiatives
	13.	Engaged the County's federal legislative delegation and the Federal Bureau of Prisons to utilize a portion of the federal prison land for the expansion of Tom Brown Park ball fields as part of the County's 2016 legislative priorities program. (Q1, G2)	Strategic Initiatives
Performance Measures	G1	Percent of Commission Agenda packets and follow-ups disseminated within scheduled timeframe.	Pg. 1-7
	G2	Percent of Citizen Connect comments and concerns successfully resolved.	Pg. 1-7
	G2	Number of LEADS Listening Sessions conducted.	Pg. 1-7
	G2	Number of Cross-Departmental Action Team sessions conducted.	Pg. 1-7
	G3	Number of participants in Citizen Engagement Series and Club of Honest Citizens.	Pg. 1-7
	G3	Number of Community Legislative Dialogue meetings coordinated and managed.	Pg. 1-7
	G4	Number of citizen volunteers coordinated.	Pg. 1-7
	G4	Number of County departments utilizing volunteers annually.	Pg. 1-7

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Administration

DIVISION

Strategic Initiatives / Volunteer Services

PROGRAM

Strategic Initiatives

GOAL

The goal of the Strategic Initiatives Division is to serve as a bridge from strategic planning to action implementation by ensuring alignment of organizational activities, initiatives, and culture with the overarching strategic vision and plan set forth by the Board of County Commissioners.

PROGRAM HIGHLIGHTS

1. Through Community Legislative Dialogue Meetings, Leon County continued to partner with stakeholders throughout the community to identify legislative items of shared significance. Leon County partnered with organizations such as the Florida Association of Counties, Leon County's state and federal legislative delegations, the City of Tallahassee, institutions of higher education, and others to identify these shared issues and to seek opportunities to leverage financial, technical, and human capital to draw attention to the community priorities at the federal, state and local levels.
2. Staff prepared, guided and implemented the County's 2016 state and federal legislative priorities to leverage funding for local projects and preempt legislation that threatened local decision-making.
3. During the 2016 legislative session, staff produced weekly briefings (the Capitol Update) to keep the Board of County Commissioners and senior staff apprised of legislative developments that would impact the community.
4. Staff led a multi-departmental effort to win 14 National Association of Counties (NACo) Achievement Awards in 2016, including one "Best in Category" designation for Leon County's DesignWorks program. The 14 Achievement Awards spanned categories ranging from Parks and Recreation to Information Technology. NACo's awards recognize Leon County's efforts in providing cost effective, high quality service to citizens.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G1	1. % of Commission Agenda packets and follow-ups disseminated within scheduled timeframe	95%	95%	95%
G2	2. % of Citizens Connect comments and concerns successfully resolved	96%	96%	91%
G2	3. # of LEADS Listening Sessions conducted	N/A	34	34
G2	4. # of Cross-Departmental Action Team sessions conducted	N/A	N/A	N/A
G3	5. # of participants in Citizen Engagement Series and Club of Honest Citizens	150	250	350
G3	6. # of Community Legislative Dialogue meetings coordinated and managed	3	3	3
G4	7. # of citizen volunteers coordinated	5,200	5,300	5,220
G4	8. # of county departments utilizing volunteers annually	27	30	15

PERFORMANCE MEASUREMENT ANALYSIS

1. Commission Agenda packet and follow-up dissemination rates remained consistent.
2. Specific issue submitted via the Citizens Connect may require additional time and attention, in some circumstances a resolution may not occur until the following fiscal year.
3. Staff planned and hosted 34 LEADS Listening Sessions during the 2016 fiscal year.
4. Cross-Departmental Action Team meetings and LEADS Listening Sessions are conducted every third year. Cross-Departmental Action Team meetings were last held in FY 2014 and are anticipated to be held again in FY 2017. LEADS Listening Sessions were held in FY 2016.
5. The number of Citizen Engagement Series and Club of Honest Citizens participants has grown steadily due to consistency in programming and enhanced promotion by Community and Media Relations.
6. Staff planned and hosted 3 Community Legislative Dialogue meetings during the 2016 fiscal year.
7. The number of citizen volunteers coordinated rose slightly from the previous fiscal year due to successful volunteer recruitment.
8. Reduction in County departments utilizing volunteers annually is due to The Office of Intervention and Detention Alternatives collapsing 3 formerly separate volunteer positions into one for FY 2016, a reduction in department volunteer requests, and an outdated volunteer tracking system. For FY 2017 a new system has been implemented to ensure all volunteer hours are appropriately captured.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-(115&113)-513

	FINANCIAL				STAFFING*		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	\$690,872	\$623,516	\$688,400	Full Time	9.00	10.00	10.00
Operating	\$249,593	\$259,326	\$273,158	OPS	0.00	0.00	0.00
Transportation	\$1,398	\$765	-				
TOTAL	\$941,863	\$883,607	\$961,558	TOTAL	9.00	10.00	10.00

*Reflects position realignments associated with the County Administrator's reorganization effective April 2016.

Leon County FY 2016 Annual Performance and Financial Report

Community and Media Relations Business Plan

Mission Statement	The mission of the Leon County Community & Media Relations Division is to proactively facilitate the accurate, effective, timely and consistent flow of public information to internal and external parties of interest, provide community outreach, and serve as the County’s liaison with media partners.		
Strategic Priorities	Governance <ul style="list-style-type: none">• Sustain a culture of transparency, accessibility, accountability, and the highest standards of public service. (G1)• Sustain a culture that respects, engages and empowers citizens in important decisions facing the community. (G3)• 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)		
Strategic Initiatives October 1, 2011 – September 30, 2016	1.	Implement strategies which promote access, transparency, and accountability, including: posting the website address (URL) on County vehicles. (G1)	FY 2014
	2.	Expand opportunities for increased media and citizen outreach to promote Leon County.	Ongoing
	3.	Prepare and broadly distribute Annual Reports. (G5)	Ongoing
	4.	Work with the city to celebrate the opening of Cascades Park. (Q4)	Complete
	5.	Develop a Leon County “Crisis Management Communication Plan”. (Q2)	Ongoing
	6.	Develop a public education campaign on bicycle and pedestrian safety with community partners. (Q2)	Ongoing
Actions	1.	Promote the services and accessibility of County government through the website, new technology/social media tools, mobile applications, news releases, public notices, legal advertisements, articles, County Link, television channel, broadcast radio, fleet vehicles, and community engagement, such as special events and presence at community partners’ activities. (G1)	CMR
	2.	Continue public education, promotion, and community outreach through Citizen Engagement Series, future virtual town hall meetings, and special events. (G3)	CMR
	3.	Research and identify additional mediums for the distribution of the Annual Report outside of making the reports available in County facilities, by direct mail to Florida County governments and local organizations, and posting to the website. (G5)	CMR
	4.	Successfully held opening ceremonies for Cascades Park in March 2014, and continued to promote Cascades Park as a premiere location for recreation, entertainment, and leisure. (Q4)	CMR
	5.	Continue to explore best practices from model local governments throughout Florida and the nation to develop a crisis management communication plan. Outcomes include better internal coordination of responsibilities and task routing, as well as further refining modes of external communication to the public during times of crisis.	CMR
	6.	Create a core message and coordinate with community partners to educate motorists on the importance of respecting crosswalks and safely sharing the road with pedestrians and bicyclists.	CMR
Performance Measures	G1	Number of news advisories, releases, and notices detailing County activity.	Pg. 1-9
	G3	Number of press conferences, community meetings and events.	Pg. 1-9
	G5	Percent increase in Annual Report distribution.	Pg. 1-9

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Administration

DIVISION

Strategic Initiatives

PROGRAM

Community & Media Relations

GOAL

The goal of the Leon County Community & Media Relations (CMR) Division is to proactively facilitate the accurate, effective, timely and consistent flow of public information to internal and external parties of interest, provide community outreach, and serve as the County's liaison with media partners.

PROGRAM HIGHLIGHTS

1. CMR exceeded benchmarks for the marketing campaign of the Citizen Engagement Series, which fosters an informed and engaged citizen-driven debate.
2. Continued to work with County staff to accurately respond to public records requests in a timely manner.
3. Issued approximately 200 news advisories, releases, and notices detailing County activities; facilitated approximately 58 press conferences, community meetings, and events.
4. Actively worked with media partners, including print, television, radio and online sources to provide accurate and timely information.
5. In partnership with Leon County EMS, CMR facilitated the community-wide Press the Chest event, instructing a record-setting crowd of 600 attendees on proper CPR techniques.
6. In Partnership with the Council of Neighborhood Associations (CONA), Leon County helped promote the 2016 Annual Neighborhood Awards Reception. The awards recognized neighborhood and neighbors of the year through seven respective categories.
7. Community and Media Relations delivered more than 100,000 bulletins via the County's digital media subscription service, GovDelivery, which provides subscribers with free, up-to-the-minute news at their fingertips.
8. With the goal of disseminating timely information, CMR continued to maintain informational updates for the County's award-winning Emergency Information Portal (EIP) website. The Portal provides links to resources for preparation, response and recovery information, such as the status of available shelters, sandbag locations and road closures. Visit www.leoncountyfl.gov/EIP to access the Leon County Emergency Information Portal.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G1, G3	1. # of news advisories, releases, and notices detailing County activity	350	410	200
G1, G3	2. # of press conferences, community meetings and events	50	80	58
G5	3. % increase in Annual Report distribution	15%	15%	20%

PERFORMANCE MEASUREMENT ANALYSIS

1. Decrease related to a change in reporting metrics to include only one instance of advisories and releases. Previous reporting included duplicate counts and reports, leading to a larger number than the actual.
2. Numbers include only the events organized and hosted by Leon County, not those in which government participated. FY 2016 actuals are lower than estimated due to several community events being postponed due to Hurricane Hermine.
3. Through further online and social media methods, distribution has risen for Fiscal Year 2016.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-116-513

FINANCIAL				STAFFING			
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	\$327,217	\$290,442	\$306,726	Full Time	4.50	4.50	4.50
Operating	\$244,805	\$197,462	\$233,305	OPS	0.00	0.00	0.00
Transportation	-	-	\$1,636				
TOTAL	\$572,022	\$487,904	\$541,667	TOTAL	4.50	4.50	4.50

Leon County FY 2016 Annual Performance and Financial Report

Division of Human Resources

Business Plan

Mission Statement	The mission of the Leon County Division of Human Resources is to provide professional, reliable and innovative programs and consultative services to attract, train and retain a high performing and diverse workforce, within a healthy and supportive work-life balanced environment, while insuring compliance with federal, state and local employment regulations.		
Strategic Priorities	<p>Economy</p> <ul style="list-style-type: none">Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners (EC5) 2012Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012 <p>Governance</p> <ul style="list-style-type: none">Sustain a culture of transparency, accessibility, accountability, and the highest standards of public service. (G1) rev. 2013Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County’s Core Practices. (G4) 2012		
Strategic Initiatives October 1, 2011– September 30, 2016	1.	Instill Core Practices through providing Customer Engagement training for all County employees (G1) 2012	Complete
	2.	Instill Core Practices through revising employee orientation (G1) 2012	Complete
	3.	Instill Core Practices through revising employee evaluation processes (G1) 2012	Complete
	4.	Utilize new learning technology to help design and deliver Leadership and Advanced Supervisory Training for employees (G4) 2012	Ongoing
	5.	Revise employee awards and recognition program (G4) 2012	Complete
	6.	Expand electronic Human Resources business processes including applicant tracking, timesheets, e-Learning, and employee self-service. (G2) 2012	Complete
	7.	Implement healthy workplace initiatives, including evaluate options for value-based benefit design. (G4) 2012	Complete
	8.	Support and expand Wellness Works! Program (G4) 2012	Complete
	9.	Provide veterans preference in hiring (EC5) 2012	Complete
Actions	1.	The Customer Experience Training has been completed countywide to all county employees between December 2012 – February 2013. Additional sessions are conducted annually in May, September and January. (G1)	HR
	2.	New Employees are currently receiving Leon Leads Culture material at the time of hire. Leon LEADS values have been incorporated into the advertising and recruitment process as well as offer letters. A brief overview of the Customer Experience Training has also been incorporated into New Employee Orientation. (G1)	HR
	3.	The revised employee evaluation has been developed and completed for Career Service and Senior Management employees and incorporates the core values and core practices of Leon LEADS. Employees received training on the new evaluation during the Customer Experience Training(G1)	HR
	4.	Staff has researched new learning technologies for supervisory and leadership training and is in the process of purchasing selected programs. (G4)	HR
	5.	The Board approved the implementation of the Innovator/Inspirator award program at the June 10, 2014 budget workshop. (G4)	HR

Leon County FY 2016 Annual Performance and Financial Report**Division of Human Resources**

Actions	6.	Employees are using the Banner Self-Service program to review pay and benefits information, Halogen e-appraisals and Manager Position Control. The new E-timesheet system is currently being used by several departments, and will be rolled out for the entire organization by end of calendar year 2014. (G2)	HR
	7.	The value based benefit design was ratified as a part of the FY12/13 budget process. (G4)	HR
	8.	Wellness Works! Program was rebranded and the Value Based Benefit Design (VBD) program which integrates wellness into the employee Health Insurance Program was implemented. (G4)	HR
	9.	HR is committed to identify and provide preference to applicants who are veterans of the armed services.	HR
	10.	Responsible for managing the recruitment process in accordance with Florida Statutes. (EC5)	HR
Performance Measures	G1	Number of employees completing customer experience training.	Pg. 1-12
	G1	Percent of new employees completing "on-boarding" within 30 days.	Pg. 1-12
	G2	Number of Annual Performance Appraisals completed.	Pg. 1-12
	G2	Percent of employees utilizing electronic timesheet system.	Pg. 1-12
	G2	Number of services and applications added to employee self-service.	Pg. 1-12

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Administration**DIVISION**
Human Resources**PROGRAM**
Human Resources**GOAL**

The goal of the Office of Human Resources is to provide program leadership, personnel policy administration and strategic support in the implementation of Leon LEADS by demonstrating the relevance of the County's Core Values and Core Practices in the delivery of Human Resources programs and services to managers, employees, community partners and the public.

PROGRAM HIGHLIGHTS

1. Encouraged employees to engage in healthy behaviors, which promotes a healthier workplace and reduces employer costs. The Well-Being Team along with Human Resources held the first combined 2015 Well-Being and Benefits Fair in partnership with over 68 participating community and business vendors. Over 600 Leon County Government employees attended.
2. Continued the Employee Recognition Program, to better reinforce the organizational commitment to innovation, efficiencies, and core practices. Celebrated nearly \$1 million in recurring savings from employee recommendations at the inaugural Employee Awards and Recognition Breakfast.
3. Expanded recruitment efforts to include social media platforms to attract more qualified applicants.
4. Provided Human Trafficking Awareness training to front line staff to recognize and report signs of human trafficking within our community.
5. Reflecting Leon County's concern for workplace safety, Leon County developed a Domestic Violence, Sexual Violence, and Stalking in the Workplace policy and employee handbook.
6. Live Well LEON hosted 80 seminars for employees with professional guest speakers from the health and wellness industry.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	HR Operating Costs Per Capita	4.13	9.67

Benchmark source: Florida Benchmarking Consortium

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G4	1. Number of requisitions created, and or recruited for vacant positions	104	75	90
G4	2. Number of qualified applicants per requisition	37	40	30
G4	3. Number of positions filled internally	32	25	35
G4	4. Number of positions filled from outside sources	41	35	36
G4	5. Average days to fill vacant positions	74	60	73
G4	6. Average Turnover Rate	10%	10%	9%
G2	7. Number of Board/Constitutional employees participating in County-sponsored Wellness Program events	2,619	2,350	2,431
G2	8. Number of Board/Constitutional employees who successfully completed the Value Based Design My Rewards Program	1,099	1,175	1,050
G4	9. Number of employees attending County-sponsored Training and Professional Development events	512	600	1,248
G4	10. Number of positions evaluated for external competitiveness and internal equity	140	120	54
G2	11. Number of employees Annual Performance Appraisals completed	744	700	758
G1	12. Number of employees completing customer experience training	130	50	150
G1	13. Percentage of new employees completing "on-boarding" within 30 days	85%	85%	85%
G2	14. Percentage of employees utilizing electronic timesheet system	60%	100%	90%

PERFORMANCE MEASUREMENT ANALYSIS

1. The number of requisitions created, and or recruited for vacant positions decreased by 13% in FY 2016 due to positions being filled internally.
2. The number of qualified applicants per requisition decreased by 19% in FY 2016.
3. The number of positions filled internally increased by 9% in FY 2016 due to an organizational restructure.
4. The number of positions filled from outside sources decreased by 12% in FY 2016, again due to limited turnover within the organization.
5. The average days to fill vacant positions remained fairly consistent when compared to FY2016.
6. The Average Turnover Rate for FY 2016 slightly decreased when compared to FY 2015.
7. Employees participating in County-sponsored Wellness Program events decreased slightly by 7%.
8. Employees participating in the Value Based Design My Rewards program decreased slightly when compared to FY 2016.
9. The number of employees attending County-sponsored training events increased significantly due to the addition of Human Trafficking training and Open Enrollment training.
10. The number of positions evaluated for external competitiveness and internal equity decreased due to pay grade minimums of all County positions being reviewed and adjusted by 1% in FY 2016.
11. The number of annual performance appraisals completed increased by approximately 2% in FY 2016 due to a reduction in the number of employees in the probationary period.
12. The number of employees completing Customer Experience training increased by 15% in FY 2016 due to the addition of individualized training for various divisions within the County.
13. The percentage of new employees completing "on boarding" within 30 days remained constant compared to FY 2016.
14. The percentage of employees utilizing electronic timesheets increased by 50% in 2016. The only department left to transition to electronic time sheets is Public Works. Public Works is anticipated to transition to electronic time cards during FY 2017.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-160-513

Leon County FY 2016 Annual Performance and Financial Report

Office of Information Technology
Business PlanMission
Statement

The mission of the Leon County Office of Information Technology is to provide reliable and effective technology and telecommunications solutions and services to county agencies to enable them to fulfill their missions in serving the citizens of Leon County.

Strategic
Priorities**Quality of Life**

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1)
- Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2)

Governance

- Sustain a culture of transparency, accessibility, accountability, and the highest standards of public service. (G1)
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2)
- Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (G3)
- 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)

Strategic Initiatives
October 1, 2011 – September 30, 2016

- | | |
|---|---------|
| 1. Provide, support and deploy the geographic information system, integrated Justice Information System, Jail Management system, case management and work release management information systems for Probation, Supervised Pretrial Release and the Sheriff's Office, and the pawnshop network system. (Q2) | Ongoing |
| 2. Provide for information systems disaster recovery and business continuity (Q2, G5) | Ongoing |
| 3. Develop and deploy website enhancements (G1) | Ongoing |
| 4. Provide and expand online services, such as Customer Connect, Your Checkbook, and Board agenda materials. (G1) | Ongoing |
| 5. Provide televised/online Board meetings in partnership with Comcast (G1) | Ongoing |
| 6. Provide technology and telecommunications products, services and support necessary for sound management, accessibility, and delivery of effective, efficient services, including maintaining the financial database system with interfaces to other systems (G1, G2, G5) | Ongoing |

Actions

- | | |
|--|-----|
| 1. A. Continue support of systems for the Justice Community, the Library, HR, Finance/Payroll, OMB, Public Works, and DSEM. (G1, G5) | MIS |
| B. Provide GIS services and data for public safety needs. (G2) | GIS |
| C. Completed a new case management system for Human Services & Community Partnerships. (G2) | MIS |
| D. Expand mobile access of applications in the field. (G1) | MIS |
| E. Implemented electronic faxing. (G2) | MIS |
| F. Participate in a team for the Courts paperless courts and e-filing solution. (G2) | |
| 2. A. Upgrade the Avaya phone system to add other customers and create a redundant system for business continuity. Completed addition of the Sheriff's Office in December 2013. Will add Court Administration and the Clerk's Office in the future. (G2, G5) | MIS |
| B. Continue refresh of the server environment with business continuity and Disaster Recovery functionality. (G5) | MIS |
| 3. A. Engage a County-wide team to infuse the intranet with current content and needed services. (G2) | MIS |
| B. Completed a mobile version of the County's main web site. (G1, G2) | |
| C. Purchased and installed FormsFusion for the creation of web-enabled forms that connect Banner.(G2) | MIS |
| D. Purchase and install an integrated travel request and expense reporting system through Banner. (G1) | MIS |
| E. Continue deployment of Halogen and other automated solutions for e-recruitment, e-learning, job descriptions, and JDQs (G2) | MIS |

Leon County FY 2016 Annual Performance and Financial Report

Office of Information Technology

	4.	Offer brown bag lunch and learn sessions, create webinars, hold user questions sessions, create an online help blog, and provide access to online training tools (G2)	MIS
	5. A.	Continue support of televised/online Board meetings in partnership with Comcast. (G1)	MIS
	B.	Completed refresh of the Chambers and Control Room with new technology.	MIS
	6. A.	Implement a project and change management framework for major MIS/GIS projects to provide better control and outcomes of projects. (G2)	MIS
	B.	Manage the installation and support of the telephone, network, and audio visual infrastructure for the Public Safety Complex. (Q2, G1)	MIS
	C.	Continue desktop replacement plan for PC desktops, laptops, and printers and using virtualized desktop technology where applicable. (G2)	MIS
	D.	Move the fleet to Windows 7 and MS Office Suite 2010. (G2)	MIS
	E.	Completed deployment of the managed, centralized printing/copiers services solution. (G2, G5)	MIS
	F.	Continue support of the TLCGIS program and website.	GIS
Performance Measures	G2	Number of valid e-mails per month(balance after e-mail spam or viruses trapped in millions).	Pg. 1-16
	G2	Percent of responses to system and software requests within (1) hour 100% of the time.	Pg. 1-17
	G2	Number average monthly visits to the GIS Web Site.	Pg. 1-17
	G2	Increase internet user sessions by 20% annually.	Pg. 1-17

Leon County Government**FY 2016 Annual Performance and Financial Report****DEPARTMENT**

Office of Information and Technology

DIVISION

Management Information Systems

PROGRAM

Management Information Systems

GOAL

The goal of Management Information Systems (MIS) is to serve end users with continually improved, efficient, cost effective technology, telecommunications products, services, and information so that customers are totally satisfied and able to fulfill their missions.

PROGRAM HIGHLIGHTS

1. Received the 2016 Digital Counties Survey award from the Center for Digital Government and NACO highlighting the County's efforts in infrastructure efficiencies and effectiveness and digital inclusion for citizens and citizen engagement.
2. Deployed a point of sale (POS) system for the Office of Intervention and Detention Alternatives (IDA) to support their office consolidation and process improvement to collect fees at the new office. Integrated into IDA's case management system, timely and accurate information about offender fees is now provided for better case management.
3. Migrated IDA's case managers to an electronic document management system for their case files to enable them to eliminate paper storage and enhance access.
4. Deployed automation within Human Resources for online benefits and expansion of electronic timesheets to Emergency Medical Services (EMS). Began deployment for e-recruitment.
5. Added online reservations for the campgrounds with a point and click map interface and allowed for credit card processing.
6. Deployed Purchasing with online purchase requisitions and purchase orders to eliminate a large amount of paper processing.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	Average number of users per MIS Full Time Equivalent (FTE)	1:49	1:33
G1	Average number of Devices per Information Technician (IT Staff)	1:60	1:73
G1	Ratio of Network Systems Administrators to File Servers	1:70	1:50
G1	Number of Network sites	68	41
G1	IT Spending per Employee in the County Government Sector	\$3,211	\$5,137

Benchmark Sources: 2016/2017 Computer Economics Report on IT Spending and Staffing (an information and technology research/advisory firm)

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G1, G3	1. Average number of e-mails processed each month (millions)	1.08	1.0	.675
G1	2. Approximate amount of valid e-mails (balance after e-mail spam or viruses trapped)	42%	50%	59.8%
Q1, Q2	3. Average monthly visits to Leon County web site	354,890	350,000	347,302
G1	4. % of help calls completed in one day	64%	50%	55%
G1	5. Number of new applications/services deployed	6	2	4

PERFORMANCE MEASUREMENT ANALYSIS

1. E-mail security measures have eliminated extraneous traffic and dropped number of processed e-mails.
2. Enhanced spam and virus filters have continued to provide an increase percentage of valid e-mails.
3. Decrease in average monthly visits is due to the Property Appraiser hosting its own site through a cloud-based application vendor.
4. Decrease in daily turnaround of service calls is attributed to several large projects that involved the TSC staff.
5. Increase over estimate is related to point of sale for IDA, campgrounds online reservations, deployment of Forms Fusion software for Purchasing and Finance, and continued website improvements.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-171-513 / 001-441-529

FINANCIAL				STAFFING			
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	\$3,860,218	\$3,849,337	\$4,170,081	Full Time	43.17	43.34	44.34
Operating	\$2,055,487	\$1,941,832	\$2,195,363	OPS	0.00	0.00	00.0
Transportation	\$9,441	\$7,046	\$8,686				
TOTAL	\$5,925,146	\$5,798,215	\$6,374,130	TOTAL	43.17	43.34	44.34

Leon County Government**FY 2016 Annual Performance and Financial Report**

DEPARTMENT	DIVISION	PROGRAM
Information and Technology	Geographic Information Systems	Geographic Information Systems

GOAL

The goal of the Tallahassee-Leon County GIS (TLCGIS) is to work in partnership with county agencies to provide accurate, consistent, accessible, affordable, and comprehensive GIS data, GIS infrastructure, and GIS services to support the unique business needs of Leon County and the citizens served.

PROGRAM HIGHLIGHTS

1. Developed new permits portal web site in collaboration with Leon County Management and Information Services to further increase effectiveness and efficiency during the permitting processes.
2. Supported the newly created Office of Economic Vitality (OEV) with two new web mapping products to enhance their new web site.
3. Collaborated with Sustainability Office to update their "Growing Green:" web mapping application.
4. Published an article on GIS Management in ESRI's ArcNews publication which distributes to an estimated 750,000 subscribers nationwide.
5. Recognized with a Special Achievement Award by the National Association of Counties for the comprehensive overhaul of its public-facing website.

BENCHMARKING

Priorities	Benchmarking	Leon County 2014	Benchmark
G1,G3	# of Business Units that use GIS (Deployment)	50	11.5 (Average)
G3,Q2	# of Layers of Data Maintained	499	300
G1,G3,Q1	# of Website and Custom Applications	48	20

Aegis Business technologies provided a benchmarking report for the LC GIS in May 2012. The report provided several quantitative measures which identified TLC GIS as a leader among GIS programs in the Southeast. These include highest dollar amount acquired through grants, highest number of super-users supported, highest number of active GIS projects and the leader in Virtualization.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G1	1. Provide customer response to system & software requests within (1) hour 100% of the time	95%	95%	95%
G1,Q1	2. Increase GIS internet applications, services and downloadable files by 20% annually	50%	50%	20%
G1,Q1	3. Increase internet user sessions by 20% annually	30%	20%	55%
G1	4. Provide maintenance of base map components per schedule matrix, as required	100%	100%	100%
G1,Q1	5. Average monthly visits to the GIS Web Site	72,000	80,000	129,615
G3,Q2	6. Layers of data maintained (such as aerial photography at various resolutions; addressing; streets; building footprints; contours within USA (1 ft.) and County (2 ft.); hydrography; elevation; flood zones; land use and zoning; property ownership; subdivisions; easements; census)	568	505	624

PERFORMANCE MEASUREMENT ANALYSIS

1. TLCGIS remains consistent from previous fiscal years in providing customer response to system & software requests.
2. The new streamlined application development continues to allow more rapid and targeted results. TLCGIS new web site allows TLCGIS to update existing applications and create new ones with new content. This fiscal year has seen many applications refreshed and new content added. TLCGIS has exceeded performance measures for this item providing mapping support to many departments through in-house web mapping applications that serve multiple departments. However, downloadable files did not meet expectations causing the total FY16 to decrease compared to the FY 2015 actual.
3. The significant Increase of user sessions is due to the high traffic of the City Power Outage Application created by TLCGIS in response to Hurricane Hermine.
4. TLCGIS continues to maintain the base map at 100%, as required.
5. Average monthly visits remain consistent; however, TLCGIS has begun using new software for tracking web site activity which provides actual page views. Actual page views increased due to the unusually high traffic of the City Power Outage Application as it related to Hurricane Hermine.
6. As new applications and customers come on line, new data is created. The increase reflects the increase in web mapping application offerings and value being offered to internal and external customers.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-421-539

<u>FINANCIAL</u>				<u>STAFFING</u>			
	FY 2015	FY 2015	FY 2016		FY 2016	FY 2016	FY 2017
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	\$1,370,397	\$1,396,293	\$1,344,241	Full Time	15.83	15.66	14.66
Operating	\$580,810	\$494,767	\$579,604	OPS	0.00	0.00	0.00
TOTAL	\$1,951,207	\$1,891,060	\$1,923,845	TOTAL	15.83	15.66	14.66

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Public Works Business Plan

Mission Statement

The mission of the Leon County Department of Public Works is to provide safe, efficient, and sustainable roadways and transportation amenities, stormwater facilities, vehicle fleet, and solid waste facilities throughout Leon County that enhance its livability, environment and economic vitality.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012

Environment

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Florida Aquifer, from local and upstream pollution. (EN1) revised 2013
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2) 2012
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (EN4) 2012

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) revised 2013
- Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) revised 2013
- Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (Q5) 2012

Governance

- Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) revised 2013
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (G4) 2012
- 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) 2012
- Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (G3) (2012)

Quality of Life

- Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (Q5) 2012

Strategic Initiatives October 1, 2011– September 30, 2016

1. Develop and maintain County transportation systems including; roads, bike lanes, sidewalks, trails, and right-of-ways. (EC1, Q2) 2012 Ongoing
2. Implement strategies which plan for environmentally sound growth in the Woodville Rural Community, including: bring central sewer to Woodville consistent with the Water and Sewer Master Plan, including consideration for funding through Sales Tax Extension. (EN1, Q5) 2012 Ongoing
3. Continue to work with regional partners to develop strategies to further reduce nitrogen load to Wakulla Springs, including: conduct workshop regarding onsite sewage treatment and disposal and management options; and extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County. (EC4, EN1) 2012 Ongoing

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Public Works

Strategic Initiatives October 1, 2011 – September 30, 2016	4. Develop and maintain County stormwater conveyance system, including enclosed systems, major drainage ways, storm water facilities and rights-of-way. (EN1) 2012	Ongoing
	5. Provide canopy road protections. (EN2) 2012	Ongoing
	6. Provide Adopt-A-Tree program. (EN1, EN4) 2012	Ongoing
	7. Provide water testing (EN1) 2012	Ongoing
	8. Pursue American Public Works Association (APWA) accreditation. (G1, G4) 2012	Ongoing
	9. Evaluate Waste Composition Study (EN4) 2012	Complete
	10. Identify alternative disposal options (EN4) 2012	Complete
	11. Explore bio-gas generation and other renewable energy opportunities at Solid Waste Management Facility (EN4) 2012	Complete
	12. Provide Hazardous Waste Collection (EN1, EN3) 2012	Ongoing
	13. Implement strategies to promote reusable energy and sustainable practices, including: further develop clean – green fleet initiatives, including compressed natural gas. (EN4) 2013	Ongoing
	14. Extend central sewer or other effective wastewater treatment solutions to the Primary Springs Protection Zone area within Leon County. (EN1) 2013	Ongoing
	15. Conduct a workshop that includes a comprehensive review of sidewalk development and appropriate funding. (Q6, Q7) 2013	Complete
	16. Conduct a workshop regarding onsite sewage treatment and disposal and management options report. (EN1, EC4) 2013	Complete
	17. Seek competitive solicitations for single-stream curbside recycling and comprehensively reassess solid waste fees with goals of reducing costs and increasing recycling (EN4) 2013	Complete
	18. Create a capital projects priority list for the fifth-cent gas tax program. (G5, EC1) 2014	Ongoing
	19. 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. (G5, Q1, EN4) 2015	Complete
	20. Develop a selection and implementation policy for the Livable Infrastructure for Everyone (LIFE) sales tax category funding for consideration during the FY 2017 budget process. (Q2, Q5, G1) 2016	Complete
Actions	1. Continue to coordinate with FDOT, City of Tallahassee, CRTPA and other interested parties for a coordinated transportation system. (G1)	Engineering
	2. Comprehensive sewer extension and flood study for Woodville area included as part of the Sales Tax extension. (EC1, EN1, EN2)	Engineering
	3. Continue to work with regional partners to develop strategies to further reduce nitrogen load. (EN1)	Engineering
	4. A. Continue maintenance of closed drainage systems. (Q2) B. Provide silt removal from roadside ditches and conveyances. (EN1) C. Re-sodding of excavated ditches. (EN1) D. Continue Stormwater pond mowing. (EN1)	Operations Operations Operations Operations
	5. A. Perform high risk tree pruning and removal along canopy roads. (Q2, EN2) B. Attend Canopy Road Citizen Advisory meetings. (EN2)	Operations Operations
	6. A. Advertise and promote the Adopt-A-Tree program through the County's web page, the Leon County link and through the Community and Media Relations News Advisory. (EN3, G3) B. Process requests and planting of Adopt-A-Tree. (EN1, EN4)	Operations Operations

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Public Works

Actions	7.	Continue to sample water quality at 73 separate Leon County locations. (EN1)	Engineering
	8.	Initiated the self-assessment process for Public Works. (G1, G2)	All Public Works
	9.	Waste composition study: Used study results when crafted collection and processing system RFPs. (EN2, G5)	Solid Waste
	10.	Identified alternative disposal options: Used a consultant to evaluate and identify alternative disposal options; presented recommendations to the Board; drafted RFPs or agreements necessary to implement Board alternative disposal options; and educated community as to enhancements. (EN4)	Solid Waste
	11.	Explored renewable energy: held a workshop to provide staff direction on developing strategies to reach 75% recycling goal and other solid waste issues. (EN2, EN4 G5)	Solid Waste
	12.	Continue to provide community collection events September through May, and look to leverage the Leon County events with other community collection initiatives such as Cans for Cash. (EN1, EN3)	Solid Waste
	13.	A. Continue to evaluate alternative materials and/or sustainable practices for CIP's. (EN4) B. Clean-green fleet: Created dashboards for reporting of fuel use. (EN4)	Engineering Fleet
	14.	A. Conducted a workshop on Sales Tax Extension Projects which include Woodville Rural Community and additional Woodville. (EN1) B. Conducted a workshop regarding on-site septic systems. (EN1) C. Prepared additional sales tax project per Board direction to add Lake Munson area to the County project list for sewerage. (EN1)	Engineering Engineering Engineering
	15.	Conducted Workshop on Sidewalk Policy, Priorities, and Funding Options. (Q6, Q7)	Engineering
	16.	Conducted Workshop on Septic System Management Options and BMAP Process. (EN1,EC4)	Engineering
	17.	Singlestream recycling and Solid Waste fees: issued ITB for new franchise vendor, implemented singlestream recycling and related education, explored privatization of the transfer Station, and explored models for self-sustaining Rural Waste Service Centers. (EN4)	Solid Waste
	18.	A. Programmed capital projects for the first two years, FY14 & FY15. (G5, EC1) B. Future capital projects to be programmed via the yearly CIP budget process. (G5, EC1)	Engineering
	19.	Board authorized tip fees to support the Transfer Station operation and approved the closure of the landfill; staff is in the process of developing a long-term master plan for the site. (G5, Q1, EN4)	Solid Waste
	20.	Prepared LIFE selection and implementation policy for Board approval. (Q2, Q5, G1)	Engineering
Performance Measures	Q2	Install and repair 7,000 sign panels annually.	Pg. 1-23
	Q2	Repair 130 miles/year of shoulders.	Pg. 1-23
	Q2	Increase the number of Adopt-a-Road litter control groups by 2% over the prior year.	Pg. 1-25
	Q2	Inspect and remove high risk wood on 58 miles of Canopy Roads every three years with an annual average of 19.3 miles.	Pg. 1-25
	Q2	Mow 519 miles, five times during the mowing season (Goal: 2,595mi).	Pg. 1-25
	Q2,EN1	Percent of ponds and associated conveyances mowed two times annually per County Operating Permit requirements.	Pg. 1-27
	Q2,EN1	Percent of County conveyance systems, not associated with County Operating Permits, mowed one time annually.	Pg. 1-27
	Q2,G1	Percent of domestic mosquito requests responded to in three days.	Pg. 1-29
	EN2,Q2	Review, permit, and inspect for completion of all projects assigned to ensure compliance with County standards.	Pg. 1-30
	G1	Maintain number of Leon County water bodies sampled annually.	Pg. 1-30

Leon County Fiscal Year 2016 Annual Performance and Financial Report**Public Works**

Performance Measures	G1	Number of preventative maintenance services performed.	Pg. 1-31
	EN4	Number of average miles per gallon.	Pg. 1-31
	G2	Average customer turnaround time from gate to gate.	Pg. 1-32
	EN1	Tons of rural waste collected.	Pg. 1-32
	G1	Percent of FDEP quarterly inspections found in compliance.	Pg. 1-33
	EN1	Tons of Class I waste processed.	Pg. 1-33
	G1	Tons of Class III residuals disposed.	Pg. 1-34
	EN1	Tons of waste tires processed.	Pg. 1-34
	EN1	Number of residents using household hazardous waste disposal service.	Pg. 1-35
	EN1	Number of tons of potentially hazardous material reused or recycled.	Pg. 1-35

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Public Works	Support Services	Support Services

GOAL

The goal of the Department of Public Works is to effectively serve the residents of Leon County by planning, developing, and maintaining quality infrastructure. This is accomplished by delivering environmentally sensitive and cost-effective products and services in order to achieve a high quality of life that includes health and safety, human comfort, and convenience.

PROGRAM HIGHLIGHTS

1. Continued coordination with Development Support & Environmental Management & the Department of PLACE for developments and ordinances that impact and overlap with the respective departments.
2. Continued coordination with Florida Department of Transportation and City Public Works to ensure proper construction and maintenance of the County's transportation and stormwater-related infrastructure.
3. Completed the first step in the process for Public Works' American Public Works Association (APWA) accreditation.
4. Participated in the development of the North Monroe Street Corridor Action and Management Plan, which identified revitalization opportunities along North Monroe Street.
5. Assisted in the development of an agreement for Orchard Pond Parkway, the first Public/Private Toll Road in Florida. Orchard Pond Parkway was completed in April 2016.
6. Oversaw the completion of major capital improvement projects including: construction of the new Natural Bridge Road Bridge, Old Bainbridge Road Roundabout, Robinson Road Flood Mitigation, Lake Heritage Dam, Crump Road Cross Drain Replacement, and various sidewalk projects around the County.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-400-541

	<u>FINANCIAL</u>				<u>STAFFING*</u>		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	422,769	403,581	477,766	Full Time	4.00	4.00	4.50
Operating	153,461	144,301	155,346	OPS	0.00	0.00	0.00
TOTAL	576,230	547,883	633,112	TOTAL	4.00	4.00	4.50

*Reflects position realignments associated with the County Administrator's reorganization effective April 2016.

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public WorksDIVISION
OperationsPROGRAM
Transportation Maintenance**GOAL**

The goal of the Public Works, 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. This is accomplished through cost effective, environmentally sensitive, and aesthetically pleasing products and services.

PROGRAM HIGHLIGHTS

1. Completed 136 private road repair work requests.
2. Refurbished 118.127 line miles of pavement markings to improve driver visibility on County roadways.
3. Completed a comprehensive sign plan upgrade for all boat landings in Leon County.
4. Completed 12.3 miles of Open Grade Hot Mixture (OGHM) resurfacing.
5. Responded to Hurricane Hermine, which struck Leon County on September 1, 2016. Crews spent the remainder of the month performing recovery activities in the aftermath.

BENCHMARKING

Priorities	Benchmark Data	Leon County FY 2016 Actual Production MH/Unit	Benchmark (FDOT 4 Year Average Production)
Q2	Pavement Symbols (Plastic)	0.059 man hours/sq ft	0.055 man hours/sq ft
Q2	Plant Mix Patching (Hand) ¹	14.114 man hours/ton	12.17 man hours/ton
Q2	Major Plant Mix Patching (Mechanical) ¹	3.617 man hours/ton	2.928 man hours/ton
Q2	Signs (ground signs 30 sq. ft. or less) ²	0.445 man hours/sign	0.880 man hours/sign

Benchmark Sources: Florida Department of Transportation, 2016

1. Leon County's man hours per unit production exceeds FDOT due to additional travel time required to move crews and equipment to multiple small projects, as compared to FDOT's typical large projects.
2. Leon County's man hour per unit production is less than FDOT due to the close proximity, density and size of Leon County signs compared to those of FDOT.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual*
Q2	1. Perform 600 tons/year of major asphalt repairs	573	600	519
Q2	2. Perform 400 tons/year asphalt/pothole patching	456	350	345
Q2	3. Install and repair 7,000 sign panels annually	6,121	7,000	5,152
Q2	4. Wash and clean 9,000 sign panels annually	13,790	8,000	7,208
Q2	5. Install and refurbish 90,000 sq. ft. of pavement markings and symbols with plastic	98,717	90,000	78,926
G1	6. Respond to 90% of work orders within three weeks	83%	90%	94%
Q2	7. Grade County maintained dirt roads on a 14 day cycle	17 Days	14 Days	17 Days
Q2	8. Perform resurfacing on 5 miles of Open-Grade Mix roads annually	0	5.00	12.3
Q2	9. Repair 130 miles/year of shoulders	136	130	98.34

*Note: Projection in the Division monitored activities were negatively impacted by crews having to be diverted for the response and recovery to Hurricane Hermine. This event alone resulted in more than a 10% reduction in productivity of many of the Divisions monitored activities.

PERFORMANCE MEASUREMENT ANALYSIS

1. The Division used 519 tons asphalt for major roadway repairs in FY 2016, a reduction from 573 in FY 2015. The reduction is due primarily to the response to Hurricane Hermine diverting staff time from asphalt repairs to storm recovery.
2. In FY 2016, the Division used 345 tons of asphalt for pothole patching, just short of the FY 2016 estimate of 350. The higher FY 2015 use of asphalt is due primarily to several unanticipated projects that increased patching needs. The amount of asphalt/pothole patching has been trending down over the past several years in part due to Operations doing a better job of identifying needs earlier; when potholes are identified earlier, they require less asphalt because the pothole is smaller.
3. The Division installed and repaired 5,152 sign panels in FY 2016, short of the FY 2016 estimate of 7,000. This was due primarily to employee vacancies and the response to Hurricane Hermine diverting staff time from sign maintenance to storm recovery.
4. In FY 2016, the Division cleaned 7,208 sign panels, just short of the FY 2016 estimate of 8,000. The reduction in sign panel cleaning compared to FY 2015 was due primarily to the response to Hurricane Hermine diverting staff time from sign maintenance to storm recovery.
5. The Division installed and refurbished 78,926 square feet of pavement markings and symbols in FY 2016. The reduction from FY 2015 was due primarily to the response to Hurricane Hermine diverting staff time from marker maintenance to storm recovery.
6. In FY 2016, the Division responded to 94% of work orders within three weeks, exceeding the FY 2016 estimate of 90%.
7. While the Division maintained its performance compared to FY 2015, it fell short of its goal in grading County maintained dirt roads on a 14 day cycle. This was due primarily to Hurricane Hermine and extensive equipment downtime.
8. The Division resurfaced 12.3 miles of Open-Grade Mix roads in FY 2016. Open-Grade Mix roads were not resurfaced in FY 2015 due to County's Open-Grade Hot Mixture contractor having logistical issues throughout the year, along with inclement weather. These projects (7.025 miles) were completed during the first part of FY 2016, contributing to the significant increase in production for the year compared to the FY 2016 estimate.
9. The Division repaired 98.34 miles of shoulders in FY 2016. The reduction in shoulder miles was due primarily to equipment and staff diversion in response to Hurricane Hermine.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-431-541

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2016	FY 2016	FY 2017		FY 2016	FY 2016	FY 2017*
	<u>Adj. Budget</u>	<u>Actual</u>	<u>Budget</u>		<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Personnel	2,840,495	2,754,473	2,887,095	Full Time	53.00	53.00	54.00
Operating	977,554	721,571	894,539	OPS	0.00	0.00	0.00
Transportation	507,442	446,558	470,999				
TOTAL	4,325,491	3,922,602	4,262,133	TOTAL	53.00	53.00	54.00

*Reflects the addition of a Safety Flagger position as part of the FY 2017 budget process.

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public WorksDIVISION
OperationsPROGRAM
Right-of-Way**GOAL**

The goal of the Public Works, Division of Operations Right-of-Way Management Program is to provide for the safety, comfort, and convenience of the public by managing programs that support transportation, roadside beautification and stormwater maintenance.

PROGRAM HIGHLIGHTS

1. Implemented utility bill review process, identifying numerous bill errors resulting in utility bill credits worth thousands of dollars.
2. Completed the removal of all dead and critical trees discovered as a result of the 2015 Canopy Roads Tree Inventory.
3. Provided 400 Eastern Redbud trees to County residents through the Adopt-A-Tree Program, funded by the Leon County Tree Bank.
4. Completed more than 13,000 acres of landscaped area maintenance throughout Leon County.
5. Completed the second year of a new program of root pruning and associated tree removal in advance of pavement repair.
6. Acquired hardware and software that allows the updating of the 2015 Canopy Roads Tree Inventory, including the ability to track planting spaces.
7. Realigned existing funding for Contract Tree Removal in order to allow more time for in-house staff to work on vine removal along Canopy Roads.
8. The Division responded to Hurricane Hermine which struck Leon County on September 1, 2016. Crews spent the remainder of the month performing recovery activities in the aftermath.

BENCHMARKING

Priorities	Benchmark Data	Leon County FY 2016 Actual MH/Unit	Benchmark (FDOT 4 Year Average Production)
Q2	Roadside Litter Removal ¹	0.67 man hours/ acre	0.78 man hours/acre
Q2	Right-of-Way Mowing ¹	0.13 man hours/ acre	0.66 man hours/acre
Q2	Finish Cut Mowing ²	7.43 man hours/ acre	3.21 man hours/acre

Benchmark Source: Florida Department of Transportation

¹ Man hours per unit ratios are lower than FDOT due to County right-of-ways being narrower and in closer proximity.

² FDOT man hours per unit is lower due to FDOT landscape areas being larger and more expansive than Leon County which results in less FDOT time lost due to mobilization and travel.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual*
Q2	1. Increase the number of Adopt-a-Road litter control groups by 2% over the prior year	2%	2%	10%
Q2	2. Inspect and remove high risk wood on 58 miles of Canopy Roads every three years with an annual average of 19.3 miles	12.5	19	24.5
Q2	3. Perform clear zone maintenance on 40 shoulder miles	18.96	40	8.3
Q2	4. Pick up litter on 519 miles of roads four times per year	1,556	2,000	1,019
Q2	5. Maintain 206.89 acres of landscaped area 9 times per year	858	788	1,319
G1	6. Respond to 90% of work orders within three weeks	99%	90%	99%
Q2	7. Mow 519 miles, five times during the mowing season	2,256	2,500	2,787
Q2	8. Provide the Adopt-A-Tree Program. (Average 220 trees annually)	189	220	400

PERFORMANCE MEASUREMENT ANALYSIS

1. The Division met its goal to increase the number of Adopt-A-Road participation by 2% over the prior year. The Adopt-A-Road Program is 100% driven by public interest; therefore, participation levels vary from year to year. In 2016, the number of participating groups grew by 10%.
2. The Division inspected and removed high risk wood from 24.5 miles of Canopy Roads in FY 2016. The high number of large trees in the dead and critical condition classes from the 2015 Canopy Roads Tree Inventory led to an increase in the number of miles requiring maintenance.
3. The Division performed clear zone maintenance on 8.3 miles in FY 2016. The decrease compared to 18.96 miles in FY 2015 is due to an increase in public requests for site triangle pruning diverting attention from shoulder maintenance.
4. The Division picked up litter on a total of 1,019 miles in FY 2016, a decrease from the 1,556 picked up in FY 2015. The decrease is attributed to workload and availability of work program crews.
5. More sidewalks than anticipated were completed in FY 2016, resulting in the increase in acres of maintenance required.
6. The Division responded to 99% of work orders within three weeks. Response time to work orders varies annually due to various factors such as weather and the number of service requests received.
7. The Division exceeded the FY 2016 estimate, mowing a total of 2,787 miles in FY 2016.
8. The Department received 400 requests for the Adopt-A-Tree program, exceeding the estimate of 220 trees.

*Note: Projection in the Division monitored activities were negatively impacted by crews having to be diverted for the response and recovery to Hurricane Hermine. This event alone resulted in more than a 10% reduction in productivity of many of the Divisions monitored activities.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-432-541

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2016 <u>Adj. Budget</u>	FY 2016 <u>Actual</u>	FY 2017 <u>Budget</u>		FY 2016 <u>Adopted</u>	FY 2016 <u>Actual</u>	FY 2017 <u>Budget</u>
Personnel	1,717,129	1,660,647	1,749,715	Full Time	35.00	35.00	35.00
Operating	368,263	295,384	643,508	OPS	0.00	0.00	0.00
Transportation	291,482	273,037	262,467				
TOTAL	2,376,874	2,229,068	2,655,690	TOTAL	35.00	35.00	35.00

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public WorksDIVISION
OperationsPROGRAM
Stormwater Maintenance**GOAL**

The goal of the Public Works, 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.

PROGRAM HIGHLIGHTS

1. Completed stormwater construction projects at Lake Jackson Branch Library, Booth Road, Blakemore Ct., and Veterans Memorial Blvd.
2. Renewed the General Utility Permit which covers routine County maintenance activities within the City of Tallahassee.
3. Completed the renewal of 105 County and City stormwater operating permits.
4. Responded to more than 750 requests for stormwater services.
5. Completed emergency repair of Tram Road cross drains at the St Marks River.
6. The Division responded to Hurricane Hermine which struck Leon County on September 1, 2016. Crews spent the remainder of the month performing recovery activities in the aftermath.

BENCHMARKING

Priorities	Benchmark Data	Leon County FY 2016 Actual Production MH/Unit	Benchmark (FDOT 4 Year Average Production)
Q2, EN1	Cleaning of Drainage Pipes (Mechanical) ¹	0.148 man hrs/ linear ft.	0.105 man hrs./linear ft.
Q2, EN1	Cleaning and Reshaping Roadside Ditches	0.090 man hrs/ linear ft.	0.087 man hrs./linear ft.

Benchmark Source: Florida Department of Transportation 2015

¹ Leon County man hour production is slightly higher than FDOT due to the fact that FDOT has longer runs of enclosed conveyances resulting in higher production per project.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual*
G1	1. Complete 90% of work order requests, excluding major construction projects, within six weeks ¹	77%	90%	89%
Q2, EN1	2. Clean and reshape 150,000 feet/year of roadside ditches annually	131,144	150,000	96,444
Q2, EN1	3. Clean 9,500 feet of drainage pipes annually (Mechanical)	8,470	9,500	4,291
Q2, EN1	4. % of ponds and associated conveyances mowed two times annually per County Operating Permit requirements	98%	90%	97%
Q2, EN1	5. % of County conveyance systems, not associated with County Operating Permits, mowed one time annually	13%	25%	18%

PERFORMANCE MEASUREMENT ANALYSIS

1. The Division improved the percentage of work order requests completed within six weeks from 77% in FY 2015 to 89% in FY 2016. Staff will continue to strive to exceed the 90% goal in FY 2017.
2. The Division cleaned and reshaped 96,444 feet of roadside ditches in FY 2016, 65% of its 150,000 ft. goal. The decrease is the result of several factors which include equipment down time and Hurricane Hermine response.
3. The amount of drainage pipes cleaned fell to 4,291 feet in FY 2016 compared to in FY 2015. This activity is a support activity for the roadside ditch activity discussed in performance measure #2. The reduced production experienced in the roadside ditch activity has resulted in a comparable reduction in this activity.
4. The Division achieved 97% of its goal of mowing all permitted ponds and associated conveyances twice annually per County Operating Permit requirements. This is slightly below the FY 2015 amount of 98%.
5. The Division mowed 18% of County non permitted conveyance systems in FY 2016. This is a slight increase in production compared to 13% in FY 2015. A large percentage of this activity is currently being done by a contractor. The Division continues to experience a decline in the availability of inmate work crews, as well as inmate work crews having to be pulled from mowing activities to complete other projects.

*Note: Projection in the Division monitored activities were negatively impacted by crews having to be diverted for the response and recovery to Hurricane Hermine. This event alone resulted in more than a 10% reduction in productivity of many of the Divisions monitored activities.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 123-433-538

	<u>FINANCIAL</u>				<u>STAFFING*</u>		
	<u>FY 2016</u> <u>Adj. Budget</u>	<u>FY 2016</u> <u>Actual</u>	<u>FY 2017</u> <u>Budget</u>		<u>FY 2016</u> <u>Adopted</u>	<u>FY 2016</u> <u>Actual</u>	<u>FY 2017</u> <u>Budget</u>
Personnel	1,885,364	1,702,516	2,150,290	Full Time	36.80	36.80	42.8
Operating	496,223	395,669	485,318	OPS	0.00	0.00	0.00
Transportation	417,723	348,344	443,044				
TOTAL	2,799,310	2,446,529	3,078,652	TOTAL	36.80	36.80	42.80

*Reflects the addition of a 6 man stormwater crew during the FY2017 budget process that will assist the Division in proactively achieving its goals.

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public Works**DIVISION**
Operations**PROGRAM**
Mosquito Control**GOAL**

The goal of the Public Works, Division of Operations Mosquito Control Program is to train and empower its employees to provide Leon County residents and visitors with effective and environmentally sound mosquito control services. Services and educational programs are provided to protect public health and reduce human discomfort associated with large mosquito populations.

PROGRAM HIGHLIGHTS

1. Developed a Zika Mitigation Action Plan in coordination with the Florida Department of Health that provides a framework for coordination and response to transmission of the Zika virus.
2. Responded to more than 11,790 mosquito control service requests. Approximately 20% of these service requests were received via CitizensConnect. The Division normally responds to approximately 8,000 service requests per year.
3. Treated more than 5,200 acres utilizing the helicopter to control mosquito larvae.
4. Responded to two confirmed travel-related Zika cases utilizing the protocols outlined in the Zika Mitigation Action Plan.
5. Conducted mosquito surveillance for container breeding mosquitoes and submitted samples for Zika virus testing.
6. Submitted reimbursement requests to FEMA for Vector Control services in response to Hurricane Hermine and to the Florida Department of Health for domestic mosquito control services in response to the Zika virus public health emergency.
7. Renewed the NPDES Generic Permit for Pollutant Discharges to Surface Waters from the Application of Pesticides.
8. The Division responded to Hurricane Hermine which struck Leon County on September 1, 2016. Crews spent the remainder of the month performing recovery activities in the aftermath.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
Q2, G1	1. % of mosquito larva requests responded to in three days ^{1,2}	92%	75%	77%
Q2, G1	2. % of adult mosquito spraying requests responded to in three days ^{1,2}	77%	75%	62%
Q2, G1	3. % of domestic mosquito requests responded to in three days ^{1,2}	91%	75%	76%

Note:

1. Mosquito Control experienced a 62% increase overall in service requests over the previous year, in part due to the Zika response. This significant influx in service requests impacted Mosquito Control's ability to respond within the three day goal.
2. Projection in the Division monitored activities were negatively impacted by crews having to be diverted for the response and recovery to Hurricane Hermine. This event alone resulted in more than a 10% reduction in productivity of many of the Public Works Divisions' monitored activities.

PERFORMANCE MEASUREMENT ANALYSIS

1. The Division was able to slightly exceed this performance measure with the help of full-time personnel from other Divisions and utilizing overtime funds to operate seven days a week during peak mosquito activity.
2. The Division did not meet this performance measure due to the 50% increase in service requests over what would be expected in a normal year. The large number of requests for nighttime spraying exceeded the Division's operational ability to meet this standard.
3. As with #1 above, the Division was able to slightly exceed this performance measure estimate with the help of full-time personnel from other Divisions and utilizing overtime funds along with operating seven days a week during peak mosquito activity.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-216-562

	FINANCIAL				STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	381,752	382,686	399,788	Full Time	5.20	5.20	5.20
Operating	291,527	289,512	232,577	OPS	1.00	1.00	1.00
Transportation	52,391	53,472	49,496				
TOTAL	725,670	725,670	681,861	TOTAL	6.20	6.20	6.20

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public Works**DIVISION**
Engineering Services**PROGRAM**
Engineering Services**GOAL**

The goal of the Department of Public Works Engineering Services is to provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance our community's quality of life.

PROGRAM HIGHLIGHTS

1. Completed the Old Bainbridge Road Roundabout eight weeks ahead of schedule.
2. Completed the construction of the new Natural Bridge Road Bridge.
3. Completed easement acquisitions for the North Monroe Street Turn Lane/Through Lane Addition project, and assisted FDOT in completion of the construction.
4. Reduced flooding and improved the community's surface and ground water quality through the completion of a new Lake Heritage Dam spillway, replacement of a cross drain on Crump Road, and completing the Robinson Road Flood Mitigation project.
5. Provided assistance to complete Orchard Pond Parkway.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
G1	1. Manage staff so that not less than 30% of staff time is spent on Capital Improvement Project activities	22%	30%	27%
EN2, Q2	2. Review, permit, and inspect for completion of all projects assigned to ensure compliance with County standards	100%	100%	100%
G1	3. Maintain subdivision plat review time to an average of 6 days or less	4	5	5
G1	4. Maintain number of Leon County water bodies sampled annually	42	42	42

PERFORMANCE MEASUREMENT ANALYSIS

1. Significant rainfall events including Hurricane Hermine diverted staff from capital improvements project activities in addition to the time spent responding to non-capital improvement project-related citizen requests for service. Staffing adjustments have been made to include one Customer Support Engineer focusing on citizen issues and one new Construction Engineer position to focus on capital improvement project activities.
2. The department met 100% of its goal to review, permit, and inspect for completion of all projects assigned to ensure compliance with County standards.
3. The department met the performance goal, and exceeded the FY 2015 actual, with an average of five days review time for subdivision plats.
4. The department sampled 42 Leon County water bodies, meeting the FY 2016 estimates and FY 2015 actuals.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-414-541

	<u>FINANCIAL</u>				<u>STAFFING*</u>		
	FY 2016 Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	2,645,861	2,666,293	3,165,952	Full Time	32.00	35.00	35.00
Operating	489,340	238,369	488,455	OPS	0.00	0.00	0.00
Transportation	41,424	35,628	39,083				
TOTAL	3,176,625	2,940,289	3,693,490	TOTAL	32.00	35.00	35.00

*Reflects position realignments associated with the County Administrator's reorganization effective April 2016.

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public Works

DIVISION
Fleet Management

PROGRAM
Fleet Maintenance

GOAL

The goal of the Department of Public Works Fleet Maintenance is to provide the best quality maintenance and repair at the most economical cost to the taxpayers of Leon County.

PROGRAM HIGHLIGHTS

1. Collected \$115,779 in surplus vehicles/equipment auction sales and \$131,150 in equipment buy-backs for a total of \$246,929.
2. Purchased 3,968 gallons of Echo Power, Echo Friendly Recycled Motor oil.
3. Recycled 2,050 gallons of used motor oil.
4. Purchased two Alternative Fuel Vehicles during FY 2016 as part of the County's Green Fleet Initiative.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	Hourly Shop Rate	\$80.00	\$113.60 ¹
G1	Mechanic productivity (based on 2,080 hrs. annually)	75.4%	66% to 72% ²

Benchmark Sources:

1. Based on October 2016 survey of local dealerships: Tallahassee Lincoln Ford \$100; Beard Equipment \$100; Ring Power \$108; Dale Earnhardt Chevrolet \$130 and Dale Earnhardt GMC \$130
2. The Mechanic Productivity rate is based on data from Beard Equipment and Ring Power, October 18, 2016.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
G1	1. # of chargeable hours	5,675	7,000	4,739
G1	2. # of preventative maintenance services performed	970	1,000	976
EN4	3. # of alternative fuel vehicles purchased	4	4	2
EN4	4. # of average miles per gallon	24.03	29.50	N/A

PERFORMANCE MEASUREMENT ANALYSIS

1. The actual number of chargeable hours was below the FY 2016 estimate due to workload and staff turnover throughout the year.
2. The actual number of preventative maintenance services performed in FY 2016 was below the estimate, but exceeded the FY 2015 actual.
3. Only two alternative fuel vehicles were purchased in FY 2016 because of a lack of opportunity for placement; of the types of vehicles purchased, only two were identified that fit the alternative fuel profile.
4. Due to an issue with the fuel Master system that tracks fuel usage, the FY 2016 Fleet average miles per gallon measure is unavailable. A recalibration of the system in FY 2016 alerted the Division of the issue and the Division will work toward a resolution during FY 2017.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 505-425-591

<u>FINANCIAL</u>				<u>STAFFING*</u>			
	FY 2016	FY 2016	FY 2017		FY 2016	FY 2016	FY 2017
	<u>Adj. Budget</u>	<u>Actual</u>	<u>Budget</u>		<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Personnel	596,301	521,538	648,227	Full Time	9.00	9.25	9.25
Operating	2,276,451	1,847,426	2,146,111	OPS	0.00	0.00	0.00
Transportation	15,741	12,448	13,139				
TOTAL	2,888,493	2,381,412	2,807,477	TOTAL	9.00	9.25	9.25

*Reflects position realignments associated with the County Administrator's reorganization effective April 2016.

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public Works**DIVISION**
Solid Waste**PROGRAM**
Rural Waste Service Centers**GOAL**

The Rural Waste Service Centers serve as part of an integrated Solid Waste Management system dedicated to excellent customer service and responsible fiscal and environmental stewardship.

PROGRAM HIGHLIGHTS

1. Constructed additional shelters to allow better protection of Household Hazardous Waste drop offs at the Rural Waste Service Centers.
2. Installed a new guard rail at the Woodville Rural Waste Service Center.
3. Installed new signs for safety at all Rural Waste Service Centers.
4. Collected 50,077 pounds of HHW at the Rural Waste Service Centers.
5. Collected 1,415 gallons of used motor oil at the Rural Waste Service Centers.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G1	1. # of random load inspections per site per month	10	10	10
G2	2. Annual customer satisfaction survey score (1=very poor, 5=excellent)	4.88	4.5	4.89
G5	3. # of chargeable accidents for roll-off truck drivers	0	0	0
G5	4. # of traffic violations for roll-off truck drivers	0	0	0
G2	5. Average customer turn-around time from gate to gate (minutes)	8	8	8
G2	6. Average truck turn-around time from gate to gate (minutes)	90	90	90
EN1	7. Tons of rural waste collected	2,049	2,587	2,071

PERFORMANCE MEASUREMENT ANALYSIS

1. In accordance with best practices, the Division Supervisor performed ten random load inspections per site each month. The number of random load inspections per site per month for FY 2016 matches the previous year's average and the estimate for FY 2016.
2. The Rural Waste attendants continue to deliver the highest level of customer service in the County.
3. There were no chargeable accidents this year for Rural Waste drivers/operators. All drivers/operators participate in safe driver training through Risk Management.
4. Again this year, there were no traffic violations for Rural Waste drivers/operators. All drivers/operators participate in safe driver training through Risk Management.
5. Rural Waste attendants strive to promptly and efficiently serve their customers. The Division has been able to maintain an eight minute turnaround time for Rural Waste Service Center customers, matching the previous year's average and the estimate for FY 2016.
6. Rural Waste drivers maintained a ninety-minute turn-around time, matching the previous year's average and the estimate for FY 2016. Ninety minutes is estimated to be the optimal turn-around time with the ongoing road construction on Capital Circle Southwest. Once construction is completed, turn-around times are anticipated to improve.
7. The Division collected more rural waste in FY 2016 than in FY 2015, but fell short of the FY 2016 estimate. The slight increase in FY 2016 over FY 2015 is associated with fees being suspended for debris removal in response to hurricane recovery efforts.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-437-534

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	335,271	393,776	409,519	Full Time	7.15	7.15	8.65
Operating	229,807	191,129	142,575	OPS	1.00	1.00	1.00
Transportation	114,493	94,286	102,642				
Capital Outlay	7,200	7,580	0				
TOTAL	686,771	686,771	654,736	TOTAL	8.15	8.15	9.65

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public WorksDIVISION
Solid WastePROGRAM
Transfer Station

GOAL

The Transfer Station is an essential component of an integrated solid waste management system dedicated to excellent public service and responsible fiscal and environmental stewardship.

PROGRAM HIGHLIGHTS

1. Removed 38 tons of waste tires from the household waste stream, resulting in an annual savings of \$36,000.
2. The Transfer Station has been in compliance with all Florida Department of Environmental Protection (FDEP) inspections.
3. No waste has been left on the tipping floor overnight 100% of the operating days.
4. The Transfer Station replaced one of the John Deere Waste Handler Loaders because it reached the max hours of 7,500 hours.

BENCHMARKING

Priorities	Benchmark Data	Leon County	State Average ¹
G1	Tipping Fee	\$37.75 ¹	\$43.65 ²

Note:

1. Effective October 1, 2016, the fee was reduced to \$37.75. The decline from \$38.09 is due to an adjustment in the fuel service charge.
2. Average State of Florida Tipping Fee (Source: Green Power Inc.)

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
G2	1. % of operating days with waste left on the floor overnight	0	0	0
G2	2. Average loading time for transport trailers (minutes)	12	12	12
G4	3. % of employees satisfying FDEP certification requirements	100%	100%	100%
G1	4. % of FDEP quarterly inspections found in compliance	100%	100%	100%
EN1	5. Average net outbound load weight (tons)	24	26.1	26.28
EN1	6. Tons of Class I waste processed	177,891	178,406	198,880

PERFORMANCE MEASUREMENT ANALYSIS

1. Staff was successful in removing all waste from the tipping floor by the end of every operating day.
2. Average loading time remains at optimal level (12 minutes).
3. All Transfer Station employees received the necessary training to keep certifications current.
4. All quarterly FDEP inspections of the Transfer Station proved to be 100% in compliance with permit conditions and State regulations.
5. Transfer truck load averages improved from 24 tons in FY 2015 to 26.28 tons in FY 2016. This is due in part to increased efficiency of the loader operator.
6. Waste processed is above estimate due to increased debris from Hurricane Hermine.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-441-534

FINANCIAL				STAFFING			
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	785,324	760,656	706,210	Full Time	12.45	12.45	11.90
Operating	5,571,224	5,519,025	5,765,675	OPS	0.00	0.00	0.00
Transportation	114,324	159,037	108,664				
TOTAL	6,470,872	6,439,123	6,580,549	TOTAL	12.45	12.45	11.90

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public Works**DIVISION**
Solid Waste**PROGRAM**
SWM Facility**GOAL**

The Solid Waste Management Facility is an essential component of an integrated solid waste management system dedicated to excellent public service and responsible fiscal and environmental stewardship.

PROGRAM HIGHLIGHTS

1. The Division identified a flaw in how the County is charged for leachate disposal, creating an approximate annual savings of \$216,000.
2. Received a full compliance performance inspection performed by Florida Department of Environmental Protection.
3. Re-located the old learning center to the Parks and Recreation area to be used as a storage/meeting center.
4. Worked with the Operations Department to fill in a valley area and helped save on the landfill closure cost. During this process, the Department was able to recycle 53,324 cubic yards of fill dirt.
5. Worked with contracted consulting firm to finalize the closure plan for the Solid Waste Facility.

Benchmarking

Priorities	Benchmark Data	Leon County	Benchmark ¹
G1	Tipping Fee (Yard Debris)	\$39/ton	\$39/ton

1. Average yard debris tipping fees for eight Florida counties with operations similar to Leon County.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
G1	1. % of FDEP quarterly inspections found in compliance	100%	100%	100%
G4	2. % of employees satisfying FDEP certification requirements	100%	100%	100%
G2	3. # of days provided monthly all-weather roads into disposal area	30	N/A	N/A
EN1	4. Tons of Class III residuals disposed	23,541	N/A	N/A
EN4	5. Tons of waste tires processed	254	230	254
EN4	6. Tons of wood waste processed	17,115	14,550	25,010

PERFORMANCE MEASUREMENT ANALYSIS

1. The facility was in full compliance with all Operating Permit conditions for Florida Department of Environmental protection quarterly unannounced inspections.
2. Staff completed all necessary continuing education certification requirements for the Florida Department of Environmental Protection Agency.
3. Material is no longer being accepted at the Solid Waste Management Facility. All weather roads are no longer required for disposal.
4. Marpan no longer delivers Class III materials to the Solid Waste Management Facility. All of the material is now delivered to the Transfer Station. This is noted in the Performance Report for the Transfer Station.
5. The tonnage of waste tires is recorded on the outgoing tire loads.
6. Wood waste tonnage reflects the total amount of yard waste processed at the facility. The increase in tonnage over FY 2015 is due to storm debris from Hurricane Hermine.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-442-534

	FINANCIAL			STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget	FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	464,469	227,471	239,591	Full Time	8.60	3.60
Operating	766,448	580,275	764,301	OPS	0.00	0.00
Transportation	179,830	99,388	136,790			
TOTAL	1,410,747	907,134	1,140,682	TOTAL	8.60	3.60

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Public WorksDIVISION
Solid WastePROGRAM
Hazardous Waste**GOAL**

The goal of the Hazardous Waste Management Program is to ensure that hazardous waste materials are properly managed and legally disposed in an environmentally sound manner.

PROGRAM HIGHLIGHTS

1. Processed 399 tons of potentially hazardous material from 15,078 citizen visits, of which 234 tons was removed from the solid waste stream through recycling or reuse.
2. The Hazardous Waste Manager received the Florida Chapter North American Hazardous Material Management Association (NAHMMA) President's Award in 2016.
3. Program received the Believe It Or Not Award by Florida Chapter NAHMMA for most unusual item (two hanging glass globe fire extinguishers containing carbon tetrachloride) received at a Household Hazardous Waste facility.
4. Program received a Leon County I² Award for its consistent, award winning activity.
5. Program received a National Association of Counties (NACo) Achievement Award for improving community participation in its remote hazardous waste collection program.
6. The ReNew Paint program returned 5,423 gallons of latex paint to the community and 335 gallons to area nonprofit and government organizations, avoiding the disposal of almost 99 drums of hazardous waste.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
EN1	1. # of residents using household hazardous waste disposal services	10,784	10,000	15,078
EN1	2. # of conditionally exempt agencies and small businesses household hazardous waste disposal services provided to	173	160	231
EN1	3. # of participants at off-site household hazardous waste collection events	3,680	3,200	2,725
EN1	4. # of tons of potentially hazardous material processed	387	450	399
EN1	5. # of tons of potentially hazardous material reused or recycled	206	280	234
EN1	6. # of tons of electronics waste processed	284	350	347

PERFORMANCE MEASUREMENT ANALYSIS

1. The increase in the number of residents is a result of more participation in areas such as e-scrap and better tracking to more accurately capture total visits.
2. Conditionally exempt small quantity generators (CESQG) are those that generate 100 kilograms or less per month of hazardous waste (i.e. a typical resident who throws away batteries or a can of paint). CESQG activity fluctuates from year to year and is difficult to predict. FY 2016 saw an increase, in part due to programs such as the Swap Shop and ReNew Paint program.
3. Based on participant surveys, current outreach has saturated the targeted audience resulting in fewer new participants. While the returning customers are pleased, staff will explore new avenues to reach new audiences.
4. The number of tons of potentially hazardous material processed in FY 2016 increased over FY 2015, but not as much as anticipated. This is partly due to an increase in regular customers who bring smaller amounts of waste per visit, rather than large, long-term accumulations.
5. Recycle tonnage increased, but total was below anticipated due to customers bringing in smaller amounts per visit as indicated in Performance Measure #4.
6. Increased electronic recycling was close to anticipated goals, with a large number of cathode ray televisions (i.e. the old 'boxy' TVs that predate flat screen TVs) received after the winter holiday accounting for much of the increase.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-443-534

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	263,927	282,182	271,948	Full Time	3.25	3.25	3.25
Operating	383,300	366,426	382,023	OPS	1.00	1.00	1.00
Transportation	7,229	5,469	7,811				
Capital Outlay	7,200	7,580	0				
TOTAL	661,656	661,656	661,782	TOTAL	4.25	4.25	4.25

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Development Support & Environmental Management
Business PlanMission
Statement

The mission of the Leon County Department of Development Support & Environmental Management is to support the development of a sustainable community and its built environment, while protecting and preserving our natural resources to maintain the quality of life for all citizens, while building positive relationships through exceptional customer service.

Strategic
Priorities**Economy**

- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2) 2012
- Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (EC5) 2012

Quality of Life

- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) rev. 2013
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6) 2012

Environment

- 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
- Educate citizens and partner with community organizations to promote sustainable practices. (EN3) 2012
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (EN4) 2012

Governance

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012

Strategic
Initiatives
October 1, 2011 – September 30, 2016

- | | |
|---|----------|
| 1. Implement strategies that encourage highest quality sustainable development, business expansion and redevelopment opportunities including: consider policy to continue suspension of fees for environmental permit extensions (EC2) 2012 | Complete |
| 2. Implement Department of Development Support & Environmental Management Project Manager (EC2, G2) 2012 | Ongoing |
| 3. Implement Department of Development Support & Environmental Management dual track review and approval process (EC2, G2) 2012 | Ongoing |
| 4. Waive building permit fees for disabled veterans (EC5) 2012 | Complete |
| 5. Implement strategies that protect the environment and promote orderly growth, including: develop Countywide Minimum Environmental Standards (EN1, EN2) 2012 | Complete |
| 6. Implement strategies that protect the environment and promote orderly growth, including: develop minimal natural area and habitat management plan guidelines (EN1, EN2) 2012 | Complete |
| 7. Implement strategies that protect the environment and promote orderly growth, including: integrate low impact development practices into development review process (EN1, EN2) 2012 | Complete |
| 8. Implement strategies to protect natural beauty and the environment including: update 100-year flood plan data in GIS based on site-specific analysis received during the development review process. (EN1, EN2) 2012 | Complete |
| 9. Develop examples of acceptable standard solutions to expedite environmental permitting for additions to existing single family homes (EN1, EN2, G2) 2012; Develop examples of acceptable standard solutions to expedite environmental permitting for new construction (EN1, EN2, G2) (2013); and Develop solutions to promote sustainable growth inside the Lake Protection Zone (EN1, EN2, G2) 2013 | Complete |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Development Support & Environmental Management

	10. Provide Greenspace Reservation Area Credit Exchange (GRACE) (EN1, EN3) 2012	Ongoing
	11. Implement fertilizer ordinance (EN1) 2012	
	12. Implement strategies that support amenities which provide social offerings, including: develop unified special event permit process (Q4, G2) 2012	Complete
	13. Implement strategies that promote home ownership and safe housing, including: consider property registration for abandoned real property. (Q6) 2012	Complete 3/2013
	14. Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including: develop process by which public may electronically file legal documents related to development review and permitting (G2) 2012	Complete
	15. Implement strategies to further utilize electronic processes which gain efficiencies or enhance services, including: investigate expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive county permits via the internet. (EN4, G2) 2012	Complete
	16. Investigate the feasibility of providing after hours and weekend building inspections for certain types of construction projects. (G2) 2012	Complete
	17. Complete a needs assessment for the Bradfordville Study Area (EC1, Q6, Q7) 2014	Complete
Actions	1. Enact the legislative mandate to suspend fees for environmental permit extensions through December 31, 2012, to assist homeowners and developers during the economic downturn. (EC2) 2012	Environmental Services
	2. Implement the Project Manager concept for site and development plan applications and explore opportunities to expand the concept to enhance other application review processes. (EC2) 2012	Development Services
	3. Continue monitoring the implementation of the dual track review and approval process to ensure efficiency and to track trends in the preferred approval process. (EC2) 2012	Development Services
	4. Currently waiving building, environmental, and development services permit review fees for honorably discharged veterans with a 100% service connected disability as approved by an ordinance on June 27, 2012. (EC5) 2012	Building Plans Review & Inspection
	5. Implement the Board-adopted Countywide Minimum Environmental Standards to protect the environment and promote consistent orderly growth. (EN1) Completed 5/2012	Environmental Services
	6. Develop minimum natural area and habitat management plan guidelines and integrating low impact development practices into the development review process. (EN1) 2012	Environmental Services
	7. Promote low impact development practices in the development review process in order to encourage orderly growth and protect the environment. (EN3) 2012	Environmental Services
	8. Integrate 100-year flood plan data in GIS to educate and inform property owners of areas prone to potential flooding. (EN2) 2012	Environmental Services
	9. Develop acceptable standard solutions to expedite environmental permitting for additions to existing single family homes. (EN1) Completed 9/2012	Environmental Services
	10. Encourage the utilization of the County's Greenspace Reservation Area Credit Exchange (GRACE) program through the pre-application and site plan review processes. (EN2) 2012	Environmental Services
	11. Develop strategy to implement the fertilizer ordinance to minimize nutrients in groundwater and downstream surface waters. (EN1) 2012	Environmental Services
	12. Implement the unified temporary use/special event permit application, providing for a simple and efficient application process. (Q4) Completed 6/2013	Development Services
	13. Research the development of an Ordinance to require property registration for abandoned real property to promote safe housing and protect property values. (Q6) Completed 3/2013	Permit & Code Services
	14. Implement and promote the electronic recordation of legal documents with the Clerk of the Courts Office to expedite the permitting process and save customers time and money. (G2) 2012	Building Plans Review and Inspection
	15. Researching the possibility of expanding internet-based building permitting services to allow additional classifications of contractors to apply for and receive permits online. (EN4, G2) Research completed; however, option was found not feasible. 2012	Building Plans Review and Inspection

Leon County Fiscal Year 2016 Annual Performance and Financial Report**Development Support & Environmental Management**

	16.	Currently investigating the practicality of offering after hours and weekend building inspections for certain types of construction projects. (G2) Completed/Adopted 4/9/13	Building Plans Review and Inspection
	17.	Engage in a needs assessment for the Bradfordville Study Area (EC1, Q6, Q7) Completed 10/2014	Development Services
Performance Measures	G2	Number of building inspections performed.	Pg. 1-39
	G2	Percent of permit requests completed within 30 days.	Pg. 1-39
	EN1	Number of environmental inspections conducted annually.	Pg. 1-40
	EN2	Number of Environmental Management Act permits issued within the time frame designated by Ordinance.	Pg. 1-40
	EN1-4	Number of zoning compliance determinations for residential development.	Pg. 1-41
	Q6	Number of Concurrency Management Certificates Issued, small & large projects.	Pg. 1-41
	G2	Number of permit applications received and processed.	Pg. 1-42
	G2	Number of calls processed.	Pg. 1-42
	EN1	Percent of regulated facilities inspected within Leon County.	Pg. 1-44

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Development Support & Env. Management

DIVISION

Bldg Plans Review & Inspection

PROGRAM

Bldg Plans Review & Inspection

GOAL

The goal of the Building Plans Review and Inspections Division is to ensure that built environments are safe, accessible and energy efficient through compliance with all applicable construction codes, plans review, inspections, the use of automated technologies and continuing staff development.

PROGRAM HIGHLIGHTS

- Continued to ensure building safety within unincorporated Leon County by performing building, electrical, plumbing and mechanical inspections and by completing associated plan reviews and issuing building permits.
- Initiated the final phase of the digital document management program, Program Dox, the electronic and review software used for all building permit applications, including both residential and fire review for non-residential applications.

BENCHMARKING

Priorities	Permit Review Time Frames*	Single Family			Commercial		
		Total Days	Applicant	Staff	Total Days	Applicant	Staff
G2	2013 Actual	27	19	8	54	45	9
G2	2014 Actual	20	13	7	30	17	13
G2	2015 Estimate	20	13	7	30	17	13
G2	2015 Actual	28	21	7	44	33	11
G2	2016 Actual	27	20	7	45	33	12

* Review times are based on calendar days and include both staff and applicant/consultant holding periods. Building permits are not released until all other development permits are ready to be issued.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G2	1. # of building inspections performed	15,274	15,690	16,970
G2	2. # of miles between each inspection site	12	13	12
G2	3. Average minutes per inspection on construction site	23	21	20
G2	4. # of plan reviews performed	10,230	10,293	10,326
G2	5. % of inspections completed on time	100%	100%	100%
G2	6. # of permits issued	4,515	5,147	5,163
G2	7. % of permit requests completed within 30 days	100%	100%	100%
G2	8. Building Inspections per day per inspector	11	11	11
G2	9. Plan reviews per plans examiner per day	21	22	10

PERFORMANCE MEASUREMENT ANALYSIS

- The increase for inspections performed were the result of an increased number of permits for large commercial projects, as these generally are phased, and require inspections for each phase.
- The inspectors work specific areas, and the mileage remains consistent.
- The inspectors have to allocate their time for inspections to ensure that all scheduled inspections are completed; therefore, the times remained consistent.
- The plan reviews performed increased due to a new policy requiring propane and natural gas installation plans to now be reviewed.
- There was an increase in the number of permits issued due to an improved economy and as a result of home damages caused by Hurricane Hermine. As of the first of December, approximately 100 building permits associated with Hurricane Hermine related damages have been issued.
- Completing scheduled inspections within 24 hours is a Department policy; therefore, the numbers remain consistent.
- The Florida Building Code requires that permit applications for residential projects be reviewed and issued within 30-days. Commercial projects are reviewed and deficiency comments are sent to the applicant within 30 days.
- This number reflects a decrease due to additional Plans Examiners being hired for increased permitting workload.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 120-220-524

<u>FINANCIAL</u>				<u>STAFFING</u>			
	FY 2016	FY 2016	FY 2017		FY 2016	FY 2016	FY 2017
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	1,381,135	1,208,701	1,528,530	Full Time	18.72	21.39	21.39
Operating	78,002	26,237	66,586	OPS	0.00	0	0.00
Transportation	32,398	33,893	30,887				
Capital Outlay	-	-	3,000				
TOTAL	1,491,535	1,268,831	1,629,003	TOTAL	18.72	21.39	21.39

Leon County Government

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DEPARTMENT

Development Support & Env. Management

DIVISION

Environmental Services

PROGRAM

Environmental Services

GOAL

The goal of the Division of Environmental Services is to provide high quality technical and scientific permitting and review services to the public and to disseminate environmental information to the public and government agencies in support of environmental protection efforts.

PROGRAM HIGHLIGHTS

- Staff revised the Driveway and Street Connection Guidelines and Procedures Manual and Driveway Connection Permit Applications which were approved by the Board.
- Completed the review and inspection of Leon County's first toll road (Orchard Pond Parkway) to connect Meridian Road to Old Bainbridge Road, replacing Orchard Pond Road.
- The Capital Circle S.W. widening project is nearing completion. Staff continues to monitor and inspect this project.
- Staff continues to work with the Science Advisory Committee to develop recommendations for improving the water quality of Lake Munson.

BENCHMARKING

Priorities	Permit Review Time Frames*	Natural Feature Inventory			Environmental Impact Analysis			Environmental Permits		
		Total Days	Applicant	Staff	Total Days	Applicant	Staff	Total Days	Applicant	Staff
EN1,EN2	FY 2013 Actual	29	14	15	23	16	7	64	56	8
EN1,EN2	FY 2014 Actual	28	16	12	**	**	**	44	37	7
EN1,EN2	FY 2015 Actual	31	16	15	**	**	**	28	19	9
EN1,EN2	FY 2016 Actual	27	14	13	57***	37***	20***	45	37	8

* Review times are based on calendar days and include both staff and applicant/consultant holding periods.

** There were no EIAs as developers utilized the Final Development Plan Approval process.

***The increased review times were due to the complex nature of the project.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
EN2	1. # of Natural Features Inventory applications reviews	53	48	54
EN2	2. # of site plan reviews (environmental impacts)	105	116	118
EN1	3. # of stormwater operating permits reviews	26	28	26
G2	4. # of environmental service advisor clients	1,700	1,400	1,603
EN2	5. # of single family lot environmental permit application reviews	470	747	780
EN2	6. # of driveway connection reviews	0	62	62
EN1	7. # of stormwater operating permit renewals completed within the 3-year renewal cycle	217	217	212
EN1	8. # of environmental inspections conducted annually	7,200	7,500	7,311
EN2	9. # of Environmental Management Act permits issued within the time frame designated by Ordinance	101	87	96
EN1	10. # of Science Advisory Committee meetings administered	10	9	9

PERFORMANCE MEASUREMENT ANALYSIS

- Based on an increase in development activity as a result of improving economic conditions, the number of Natural Features Inventory applications increased respectively.
- The number of site plan reviews has increased due to improving economic conditions prompting more development activity.
- Due to the length of time between permit issuance and project completion, the number of Operating Permit reviews has remained steady.
- The Environmental Service Advisor customer service numbers reflect a slight decrease from FY15, which may be attributed to the information requested being readily accessible or available on DSEM's (Department of Support and Environmental Management) webpage.
- The number of single family lot environmental permits issued increased 66% significantly due to improving economic conditions.
- Driveway connection reviews were transferred from Public Works to DSEM on May 16, 2016, and there is no historical data.
- During this fiscal year, certain stormwater management facilities were consolidated, thus the number of Operating Permit renewals decreased slightly.
- Consistent with the increase in single family home permitting, the total number of environmental inspections conducted also increased.
- The number of EMA (Environmental Management Act) permits issued remained relatively consistent and all were issued within the 20 business day timeframe provided by code.
- The number of Science Advisory Committee meetings remained consistent.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-420-537

	FINANCIAL				STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	1,385,750	1,359,293	1,446,136	Full Time	17.00	17.00	17.00
Operating	39,585	22,876	38,335	OPS	0.00	0.00	0.00
Transportation	28,847	23,862	26,674				
TOTAL	1,454,182	1,406,031	1,511,145	TOTAL	17.00	17.00	17.00

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Development Support & Env. Management

DIVISION

Development Services

PROGRAM

Development Services

GOAL

To guide and support the development of sustainable communities through the adopted policies of the Comprehensive Plan and development standards of the Land Development Code, while ensuring and promoting the quality of life for all citizens of Leon County Florida.

PROGRAM HIGHLIGHTS

- Continued to provide exceptional customer service to the community and ensured that all approved development met or exceeded the minimum development standards.
- Worked extensively with the Buck Lake Alliance and Fallschase developer to review and approve a proposed movie theater and apartment development in compliance with applicable site and development plan regulations as well as the Board-approved Fallschase Village Center Building and Site Design Guidelines and Standards Manual.
- Developed an ordinance to allow outdoor dog-friendly dining for local restaurants.
- Developed an ordinance amending the Land Development Code to establish location standards and mitigation requirements for new private and charter schools.

BENCHMARKING

Priorities	Site Plan Types→	Mean time for review of ASAP**, Limited Partitions, and Type A, B, C, D applications		
	Fiscal Year ↓	Total Days*	Applicant*	Staff*
G2	2013 Actual	82	56	26
G2	2014 Actual	142	105	37
G2	2015 Actual	138	101	37
G2	2016 Estimate	66	34	32
G2	2016 Actual	75	45	30

*Total application review time frames represent the average number of calendar days required to complete application review. Applicant time refers to the number of days spent by the applicant resolving deficiencies in the application; staff review refers to the average number of days spent by staff reviewing an application.

**Administrative Streamlined Application Process (ASAP) is a new process implemented in FY 2010. This review process includes minor site plan reviews that require significantly fewer days to complete, resulting in a lower combined mean time for review. ASAP applications represented a majority of the total number of site plans approved during FY 2016.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q6,G2	1. # of all construction address assignments	1,861	2,500	1,963
Q6,EN1-4,G2	2. # of site and development plan reviews (Limited Partition, Type A-D)	39	35	37
Q6,EN1-4,G2	3. # of subdivision/site plan exemption determinations	69	47	50
Q6,EN1-4,G2	4. # of Permitted Use Verifications (PUV) and zoning letters issued	164	105	141
EN1-4,G2	5. # of zoning compliance determinations for residential development	946	750	1,080
Q6,EN1-4,G2	6. # of Board of Adjustment and Appeals Requests	5	4	3
Q6,G2	7. # of Concurrence Management Certificates Issued, small & large projects*	19	14	28
EC2,EN1-4,G2,Q6	8. # of Development Agreements reviewed & DRI Applications Reviewed	2	2	1
Q6,EN1-4,G2	9. # of Land Dev. Code amendments by section, presented to Board	16	25	24

*Small = development that would generate less than 100 P.M. peak hour trips; Large = development that would generate 100 or more P.M. peak hour trips

PERFORMANCE MEASUREMENT ANALYSIS

- This number has increased as a result of the continued increase in building permits submitted requiring address assignments.
- This number of site and development plan reviews has remained relatively consistent.
- This number is slightly lower as more development has shifted to non-exempt thresholds due to more favorable economic conditions.
- Although higher than the estimate, this number is lower than the previous year due to a number of large developments being initiated during the previous year.
- The increase in zoning compliance determinations is indicative of the increase in development activity.
- This number is slightly less, due to the continued resurgence in economic conditions, which has opened up other development opportunities that are more accommodating.
- As the result of a continued increase in permit activity, the number of concurrence certificates has correspondingly increased.
- The slight decrease in the number of development agreements is due to more favorable development conditions, and the completion of unbuilt phases of previously approved projects with development agreements.
- This number is significantly higher due to the demand for amendments to the Land Development Code as directed by the Board to address strategic initiatives, correct inconsistencies, revise outdated terminology, and to provide further clarification to facilitate compliance and reduce review and approval timeframes.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-422-537

FINANCIAL				STAFFING			
	FY 2016	FY 2016	FY 2017		FY 2016	FY 2016	FY 2017
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	715,952	706,624	726,916	Full Time	10.00	10.00	10.00
Operating	69,384	42,964	68,544	OPS	1.00	1.00	1.00
Transportation	5,164	4,986	4,591				
TOTAL	790,500	754,574	800,051	TOTAL	11.00	11.00	11.00

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Development Support & Env. Management

DIVISION

Permit & Code Services

PROGRAM

Permit & Code Services

GOAL

The goal of the Division of Permit and Code Services is to administer, centralize, coordinate and facilitate licensing code compliance, citizen review boards, and growth and environmental management services to residents, property owners and land development professionals served by the Department of Development Support and Environmental Management, in order to achieve compliance with adopted ordinances and policies.

PROGRAM HIGHLIGHTS

1. Permit intake and code staff assisted more than 10,206 walk-in customers, answered over 27,295 phone calls and addressed over 384 online Citizens Connect Service Requests.
2. The Code Compliance Program assisted 872 Contractor's Licensing walk-in and telephone customers, and responded to 4,402 complaint calls, of which 1,271 resulted in site inspections.
3. Monitored the Abandoned Property Registration Ordinance and registered 1,209 properties within unincorporated Leon County.
4. Implemented the Compliance Certification Letter (CCL) Fee Resolution for the recovery of associated costs of researching and processing open code violations and lien research requests. To date, 383 CCL's have been issued.
5. Implemented the amended Sign Code Ordinance to address illegal signs in the right of way in the unincorporated County with over 779 signs removed to date.

BENCHMARKING

Priorities	Benchmarking*	Leon County	Benchmark
Q6	Code compliance cases brought into compliance as % of open cases (714 cases)	56%	55.6%
Q6	Code compliance cases brought into compliance as % of all cases (1,271 total)	81%	73.1%

*International City Management Association Comparable Performance Measurement

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G2	1. # of permit applications received and processed	3,122	3,500	3,229
Q6	2. % of Code Enforcement Board orders prepared and executed within 10 working days	76/100%	80/100%	105/100%
G2	3. # of walk-in customers	10,475	14,000	10,206
G2	4. # of permits issued	2,172	3,300	2,048
G2	5. # of calls processed	26,550	40,000	27,295
G2	6. Total fees received (millions)	\$2.8	\$2.7	\$3.4

PERFORMANCE MEASUREMENT ANALYSIS

1. The permit applications submitted are still dominated by the smaller projects, with larger projects apparently being delayed. Due to an improved economy, this number remains constant with an increase of 9% from the previous year.
2. There were 105 Code Enforcement Board orders filed within the required 10 working days compared to 76 Code Enforcement Board orders filed in FY15.
3. The increase in new home construction, as well as an increase in building activity for smaller projects such as additions and alterations, remains constant; however, due to use of Project Dox electronic submittals, the number of walk-in customers continues to decrease.
4. This number includes the following permits: building permits submitted through Project Dox, demolition, driveway, environmental management, NFI (Natural Features Inventory) and Vegetative Management Permits. This number does not include online permits issued through the "Velocity Hall" permitting system. Velocity Hall is an electronic permitting system available to contractors to pull small scale permits.
5. The slight increase in telephone calls processed may be reflective of an improved economy, which has caused an increased level of development activity.
6. The increase in revenue is a result of a continual upturn in development activity resulting from an improving real estate and construction market.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-423-537

	FINANCIAL				STAFFING*		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	470,381	482,449	396,170	Full Time	6.47	6.25	6.25
Operating	34,862	22,845	31,037	OPS	0.00	0.00	0.00
Transportation	4,805	4,754	4,318				
TOTAL	510,048	510,048	431,525	TOTAL	6.47	6.47	6.25

*The decrease in positions reflects a funding split change to accurately reflect workload.

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Development Support & Env. Management	Support Services	Support Services

GOAL

The goal of the Division of Support Services is to provide the administrative direction and support necessary to enable the Department to serve the public, governmental entities, and the development and environmental communities by managing growth and protecting the natural environment through public information and assistance, development review and permitting activities, and other compliance related services consistent with all applicable County and State plans, regulations, and policies.

PROGRAM HIGHLIGHTS

1. Continued to serve as primary contact to assist customers with all electronic recording of documents with the Clerk of the Courts Office.
2. Maintained the Renaissance Center second floor conference room, including the electronic equipment, and coordinated all requests for the meeting space.
3. Coordinated all public records requests made via telephone, in person, or through the County Attorney's Office.
4. Managed the Administrative Pool to provide administrative support and back-up assistance to all Department Divisions.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-424-537

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	275,185	271,516	299,897	Full Time	3.81	3.36	3.36
Operating	30,695	10,584	30,695	OPS	0.00	0	0.00
TOTAL	305,880	282,100	330,592	TOTAL	3.81	3.81	3.36

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Development Support & Env. Management

DIVISION

Environmental Services

PROGRAM

FDEP Storage Tank

GOAL

The goal of the Department of Environmental Protection Storage Tank Program is to effectively and efficiently implement the Florida Department of Environmental Protection's Storage Tank Contract in a customer sensitive manner.

PROGRAM HIGHLIGHTS

1. Leon County Petroleum Storage Tank Regulation Program completed its twenty sixth contract year with the Florida Department of Environmental Protection (FDEP) on June 30, 2016.
2. Leon County Petroleum Storage Tank Regulation Program continued to achieve high marks from the annual FDEP facility files and field inspections audit.
3. Leon County Petroleum Storage Tank Regulation Program inspected 100% of the regulated petroleum storage tanks in Leon County and one hundred percent of the contract required petroleum storage tanks in Gadsden and Wakulla Counties during the Florida Department of Environmental Protection's 2015/2016 fiscal year.
4. Leon County Petroleum Storage Tank Regulation Program has responded to all customer assistance and public complaint telephone calls and emails during the 2015/2016 fiscal year.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
EN1	1. % of regulated facilities inspected within Leon County	100%	100%	100%
G2	2. % of requests for customer assistance responded to within contract guidelines	100%	100%	100%
EN1	3. % of regulated facilities inspected within Wakulla and Gadsden Counties	50%	50%	50%

PERFORMANCE MEASUREMENT ANALYSIS

1. 100% of regulated storage tanks within Leon County were inspected, which exceeds the 50% contract requirement. Program staff completed 351 inspections.
2. The number of requests for customer assistance is consistent with past years with 100% responded to as required by the contract.
3. As contracted, 50% of the regulated storage tanks within Wakulla and Gadsden Counties were inspected. Program staff completed 90 inspections.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 125-866-524

	FINANCIAL			STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget	FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	149,971	148,250	155,244	Full Time	2.00	2.00
Operating	6,089	2,899	6,089	OPS	0.00	0.00
Transportation	5,473	3,943	4,714			
TOTAL	161,533	155,082	166,047	TOTAL	2.00	2.00

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Department of PLACE

Business Plan

Mission Statement

The mission of the Department of PLACE (Planning, Land Management, and Community Enhancement) is to serve the citizens of Tallahassee and Leon County by providing the City and County Commissions, the Planning Commission, numerous boards, committees, residents and businesses with accurate information, creative solutions, effective planning recommendations and expertise in the areas of long range, land use, environmental and transportation planning.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2) 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

Quality of Life

- Maintain and enhance our educational and recreational offerings associated with our library, parks and greenway system for our families, visitors and residents. (Q1) 2012
- Enhance and support amenities that provide social offerings for residents and visitors of all ages, including: completing the enhancements to and the programming of the Cascades Park amphitheater. (Q4) 2012
- 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

Environment

- Protect our water supply, conserve environmentally sensitive lands, and safeguard the health of our natural ecosystems, including: adoption of minimum countywide environmental standards. (EN1) 2012
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2) 2012

Governance

- Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) Revised 2013
- 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) (2012)

Strategic Initiatives

October 1, 2012– September 30, 2016

- | | |
|--|----------|
| 1. Identify revisions to future land uses which expand opportunities to promote and support economic activity. (EC2) 2012 | Complete |
| 2. Consider policy to encourage redevelopment of vacant commercial properties. (EC2) 2012 | Complete |
| 3. Consider mobility fee to replace concurrency management system. (EN1, EN2) 2012 | Ongoing |
| 4. Implement strategies which plan for environmentally sound growth in the Woodville Rural Community including: promoted concentrated commercial development in Woodville. (EN1, EN2, Q5) 2012 | Complete |
| 5. Implement strategies which advance parks, greenways, recreational offering, including updated Greenways Master Plan. (EC1, EC4, Q1) 2012 | Complete |
| 6. Implement strategies that support amenities which provide social offerings, including: consider construction Cascades Park amphitheatre, in partnership with KCCI. (EC1, EC4, Q4) 2012 | Complete |
| 7. Implement design studio. (Q6, Q7) 2012 | Complete |
| 8. Implement strategies that preserve neighborhoods and create connectedness and livability, including: implement visioning team. (Q6, Q7) 2012 | Complete |
| 9. Develop performance level design standards for Activity Centers. (Q6, Q7) 2012 | Complete |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Department of PLACE

Strategic Initiatives October 1, 2012– September 30, 2016	10. Revise Historic Preservation District Designation Ordinance. (Q6) 2012	Complete
	11. Develop design standards requiring interconnectivity for pedestrians and non-vehicular access. (Q6,Q7) 2012	Complete
	12. Establish Bicycle & Pedestrian Advisory Committee and develop bike route system. (Q7) 2012	Complete
	13. Develop solution to promote sustainable growth inside the Lake Protection Zone. (EN1, EN2, G2) 2013	Complete
	14. Promote communication and coordination among local public sector agencies involved in multi-modal transportation, connectivity, walkability, and related matters. (Q7, EC1) 2013	Complete
	15. Support sector planning for the area surrounding Veterans Affairs' outpatient clinic. (EC1, Q6, Q7) 2014	Complete
	16. Work with the City to celebrate the opening of Cascade Park. (Q4) 2014	Complete
	17. Focus on improving Leon County is ranking as a bicycle friendly community. (Q1, EC4) 2014	Complete
	18. Institute a Sense of Place Initiative for the fairgrounds. (Q4, EC1, EC4) 2014	Complete
	19. Identify projects that may be advance-funded as part of the Sales Tax extension. (EC1,G5) 2015	Ongoing
	20. Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan. (Q6, Q7) 2015	Ongoing
	21. Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability. (G1) 2015	Complete
	22. Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining. (G1) 2015	Complete
	23. Protect the rural character of our Rural Land use category. (Q6, Q7) 2015	Complete
	24. Work with the City of Tallahassee and Blueprint to implement the Sales Tax extension, including the Economic Development portion. (EC1, G5)	Complete
	25. Identify design concepts and cost estimates for weatherization of the stage and shade for the permanent seating area with the funding priority being the stage utilizing \$586,692 from the BP settlement. Request the CRA to fund any shortfall related to the weatherization project from the existing \$5.0 million in Tourism Development Tax allocation. These design concepts should also contemplate sound mitigation elements to further alleviate neighborhood concerns. (Q4 EC4) 2016	Ongoing
	26. Develop a public education campaign on bicycle and pedestrian safety with community partners (Q2, Q7, EN3) 2016	Complete
	27. As part of the inclusionary housing review being conducted with the Land Use Element rewrite, evaluate potential impediments or opportunities to infill housing development, particularly within the Southern Strategy Area. (Q6, EN2) 2016	Ongoing
	28. Perform a Sense of Place study for the Miccosukee community. (Q5, EC1) 2016	Ongoing
	29. Coordinate partners in the creation of a North Monroe Corridor Task Force for the purpose of revitalization. (Q7, EN2, EC1) 2016	Complete
Actions	1. Worked with the Community Redevelopment Agency Development Services to identify code requirements that are creating problems for business expansion and development. Initiate code or Comp Plan revisions as needed. (EC1, Q7)	Comp Plan & Land Use Div.
	2. Explored and developed ideas for redevelopment of vacant lots and review redevelopment methods utilized in other states and counties, created a list of options for BCC review. (EC1, Q6)	Comp Plan Div.
	3. Continue development of the mobility fee concept for review by the BCC and City Commissions. (Q7)	Comp Plan Div.
	4. Supported the County's priority for Woodville development by reviewing the zoning and Comp Plan categories for Woodville area to ensure they promote appropriate growth. Provided a list of results and solutions to the lead department and followed up as required. (Q6, Q7)	Comp Plan & Land Use Div.
	5. Continued review and update of Greenway Master Plan. Seek grants and other funding opportunities to leverage Sales Tax Extension funding. (EC1, Q6, Q7)	Comp Plan Div.

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Department of PLACE

Actions	6. Amphitheater management plan approved and executed via interlocal agreement on July 11, 2012. (Q4, EC1, EC4)	Blueprint
	7. Completed creation of design studio. (Q6)	Comp Plan Div
	8. Developed guidelines and goals for visioning team, identified the team and began meeting. (Q4, EC1, EC4)	Comp Plan Div.
	9. Board accepted status report on performance level design standards for Activity Centers on September 24, 2013. (Q6, Q7)	Comp Plan & Land Use Div.
	10. Completed rewrite of Historic District Designation Ordinance by June 2013. (Q6, Q7)	Land Use Div.
	11. Completed creation of design standards for interconnectivity for pedestrians and non-vehicular access. (Q1, Q7)	Comp Plan & Land Use Div.
	12. Worked with Public Works Department to identify opportunities for the completion of the bike route system. Presented options for creation of the Bicycle & Pedestrian Advisory Committee to County and City Commissions. (EC1, Q1, Q7)	Comp Plan Div.
	13. Coordinated the adoption of an amendment to the Lake Protection Category to define nodes for higher density development and updating stormwater standards to better protect Lake Jackson water quality. Initiated Comprehensive Plan amendments for properties along Timberlane Road. (EN1, EN2, G2)	Comp Plan Div.
	14. Coordinated with local Chambers of Commerce to get initial input on mobility fee study. Meet with FDOT to discuss mobility fee standards and develop agreed upon development standards. Include City/County Public Works, CRTPA, etc.	Land Use Div.
	15. Developed a report on land uses associated with Veterans' Affairs Clinics around the country and recommended actions for Leon County. (EC1, Q6, Q7)	Land Use Div.
	16. Coordinated the planning of the Cascades Park opening events. (Q4)	Graphics Div. & Blueprint
	17. Worked with Public Works Department to identify opportunities for the completion of the bike route system, and developed a plan to improve cycling in Leon County. (Q1, EC4)	Comp Plan Div.
	18. Held stakeholder meetings to obtain input of the potential of the Fairgrounds and worked with a fairgrounds specialist to develop a market study for future Fairground programming and capital investments. Exploring grants and other funding opportunities to leverage Sales Tax Extension funding. (Q4, EC1, EC4)	Comp Plan Div.
	19. The Intergovernmental Agency approved advanced funding and prioritization strategies at its April 1, 2015 meeting.	Blueprint
	20. Presented outline of possible changes & outreach plan at May 26, 2015 Joint City/County meeting.	Comp Plan Div.
	21. Updated the online Comprehensive Plan for easier reading and general usability and reduced the Comprehensive Plan timeline by eliminating two optional workshops. (G1)	Comp Plan Div.
	22. Reduced the Comprehensive Plan amendment cycle by one month. (G1)	Comp Plan Div.
	23. Coordinated the adoption of an amendment to the Rural Land Use Category to define and protect the unique characteristics of rural areas in Leon County. Updated the Comprehensive Plan definition of the Rural Land Use Category. (Q6, Q7)	Comp Plan Div.
	24. Developed a basic concepts plan to begin implementing the 2020. (EC1, G5)	Blueprint
	25. A. Staff sent a funding request letter to the Community Redevelopment Agency to cover any shortfall related to the weatherization project from the \$5 million Tourist Development Tax allocation. B. Notified Intergovernmental Agency on Board's actions at December 2015 Retreat. C. Developed and issued a Request for Proposals. D. Prepared agenda item to Board on design concepts.	Blueprint
	26. Provided status report on existing bicycle and pedestrian safety resources, results of community listening session, and draft recommendations for core message and dissemination at the Board's April 26, 2016 meeting.	Comp Plan Div.

Leon County Fiscal Year 2016 Annual Performance and Financial Report**Department of PLACE**

Actions	27. A.	Board accepted Report on Southside Community Efforts and the Leon County Southside School Project on March 8, 2016.	Comp Plan Div.
	B.	Held meetings with a working group to assist in the analysis and update to the Land Use Element. (Q6, Q7, EN2)	
	C.	Joint City/County workshop on affordable housing scheduled for October 27, 2016.	
	D.	Provided a status report identifying a boundary for the sense of place efforts, established a geographic area for community outreach and involvement, and timeline at the Board's March 8, 2016 meeting.	Comp Plan Div.
	E.	Presented North Monroe Street Corridor Action and Management Plan to the Board at its June 14, 2016 Budget Workshop.	Comp Plan Div.
Performance Measures	EC1	Number of Land Use Applications Processed, including Site Plans, Text Amendments, Subdivisions, Plats, etc. (City and County)	Pg. 1-49
	EC1	Number of Rezoning, PUDs Reviewed. (County & City)	Pg. 1-49
	EC1	Number of new dwelling units reviewed and/or approved. (City and County)	Pg. 1-49
	EC1	Number of Non-Residential sq. ft. reviewed or approved. (City and County)	Pg. 1-49
	EC1	Number of Sense of Place projects and total staff hours worked. (projects/hours)	Pg. 1-49
	EC1	Number of special projects, including strategic initiatives, and staff hours worked. (projects/hours)	Pg. 1-49
	EC1	Number of GIS Layers Actively Maintained.	Pg. 1-49

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Department of PLACE

DIVISION

Planning Department

PROGRAM

Planning Department

GOAL

The goal of the Tallahassee-Leon County Planning Department is to provide accurate information, creative and effective planning recommendations, and expertise in the areas of long-range land use, environmental, and transportation planning for the orderly growth of the Leon County and Tallahassee community.

PROGRAM HIGHLIGHTS

1. The Planning Department is in the midst of a multi-year project to update the Land Use Element of the Comprehensive Plan, which is the County and City's blueprint for growth for the next 20 years.
2. Developed a Lake Jackson Blueway Plan. A blueway is a paddling trail established within a navigable waterway having the physical capacity (based on length, width and depth) for kayaking and canoeing. The Lake Jackson Blueway will provide additional interconnections for canoeists, paddle boarders and kayakers to County and State parks around Lake Jackson.
3. Initiated and cooperated with the North Monroe Corridor Task Force, a group of residents and business owners, which developed the North Monroe Action and Management Plan.
4. Maintained the BikeTallahassee.com website as a central access point for all cycling-related information in Leon County. Users are also able to map their own ride using identified bicycle routes and other on and off-road cycling facilities.
5. Maintain a design studio, "DesignWorks," while increasing awareness of the services DesignWorks offers to the community.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
EC1	1. # of Land Use Applications processed, including Site Plans, Text Amendments, Subdivisions, Plats, etc. (City and County)	219	230	232
EC1	2. # of Rezoning, PUDs reviewed (County & City)	22	25	17
EC1	3. # of Comp Plan Amendments analyzed and processed	7	10	10
EC1	4. # of New Dwelling Units reviewed and/or approved. (City and County)	1,032	816	1,422
EC1	5. # of Non Residential sq. ft. reviewed or approved. (City and County)	643,826	600,000	569,988
EC1	6. # of Sense of Place Projects and Total Staff Hours worked	6/2,000	7/1,500	7/1,500
EC1	7. # of Special Projects, including Strategic Initiatives, and Staff Hours worked	5/3,000	100/ 12,000	100/ 12,500
EC1	8. # of GIS Layers actively maintained	8	7	8
EC1	9. # of City and County Commission Workshops, Meetings or Public Hearings	30	45	45
EC1	10. # of Planning Commission Public Hearings	12	12	11
EC1	11. # of Public Workshops/Listening Sessions/Neighborhood Meetings	35	35	35
EC1	12. # of Committee Meetings (ex: Canopy Road, Water Resources, etc.)	19	28	28
EC1	13. # of CONA Meetings	4	6	4
EC1	14. # of Direct Mail Notices	4,719	9,200	11,211
EN1	15. # of Web Postings or Updates	147	120	110
EC2	16. # of Newspaper Ads	52	50	31

PERFORMANCE MEASUREMENT ANALYSIS

1. The number of development applications processed is driven by external economic factors and the number of applications received, indicating an improved economy which resulted in both an increase over FY15 actuals and FY16 estimates.
2. The number of rezoning and planned unit development applications reviewed and processed is based on the number of applications received. FY16 saw a decrease below FY15.
3. The number of rezoning and planned unit development applications reviewed and processed is based on the number of applications received. FY16 exceeded FY15 numbers and met the FY16 estimate.
4. The number of new dwellings increase by 57% in FY16, was due to an increase in the number of multi-family units approved while single-family permits issued remained stable, indicating an improved economy.
5. The square footage of non-residential development was on task. These are reviewed based applications received and reflects a relatively steady market.
6. Sense of Place projects was on task. Miccosukee Sense of Place planning was added this year.
7. Special projects are performed as directed by County Administration, including place making projects and special studies such as Design Works Consultation.
8. An additional GIS layer detailing the Downtown and Midtown parking inventory was added in FY 2015.
9. On task. These are determined by applications received.
- 10-13. The number of meetings is driven by areas of community involvement and interest.
14. The number of direct mail notices is driven by the size of the location of the areas being noticed. These are determined by applications received and the size of the notification area. There were several applications with a large number of neighbors to be notified.
15. Web postings and updates maintain a consistent level of activity as web content is continuously added and modified to stay current.
16. The number of Newspaper Ads is driven by required meeting notices, which has shown a decrease in FY16 below FY15.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-817-515

	FINANCIAL*				STAFFING**		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	***FY 2017 Budget
Personnel	84,032	154,031	181,802	Full Time	26.00	26.00	23.50
Operating	25,000	0	25,000	OPS	0.00	0.00	0.00
Grants & Aid	992,203	780,490	849,125				
TOTAL	1,101,235	934,521	1,055,927	TOTAL	26.00	26.00	23.50

* County portion of funding only.

** Total City/County staffing.

***Reflects position realignments associated with the County Administrator's reorganization effective April 2016.

Leon County FY 2016 Annual Performance and Financial Report

Office of Financial Stewardship
Business PlanMission
Statement

The mission of the Office of Financial Stewardship is to provide sound financial management, ethical procurement services and asset control to the Board of County Commissioners, County Administrator and Board departments, offices and divisions, while minimizing long-term costs associated with accidental losses, in order to support effective decision making and ensure responsible stewardship of County resources.

Strategic
Priorities**Economy**

- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2) 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
- Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (EC7) 2013

Quality of Life

- Provide essential public safety infrastructure and services which ensure the safety of the entire community. (Q2) 2012
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) rev. 2013
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) rev. 2013

Environment

- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including: solar. (EN4) 2012

Governance

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (G4) 2012
- 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) 2012

Strategic
Initiatives

October 1, 2012 – September 30, 2016

- | | |
|--|----------|
| 1. Evaluate opportunities to maximize utilization of Tourism Development taxes and to enhance effectiveness of County support of cultural activities, including management review of COCA (EC4,Q4,G5) 2012 | Complete |
| 2. Fund Sheriff's operations, containing law enforcement, corrections, emergency management, and enhanced 9-1-1 (Q2) 2012 | Ongoing |
| 3. Support of Regional Trauma Center (Q3) 2012 | Ongoing |
| 4. Institute financial self-service module, document management, and expanded web-based capabilities in Banner system (EN4,G2) 2012 | Complete |
| 5. Revise program performance evaluation and benchmarking (G5) 2012 | Complete |
| 6. Maintain a work environment free from the influence of alcohol and controlled illegal substances through measures including drug and alcohol testing (Q2,G4) 2012 | Ongoing |
| 7. Support employee Safety Committee (G4) 2012 | Ongoing |
| 8. Conduct management reviews (G5) 2012 | Ongoing |
| 9. Provide and enhance procurement services and asset control (G5) 2012 | Ongoing |
| 10. Develop an annual balanced budget and Capital Improvement Program (G5) 2012 | Ongoing |
| 11. Develop financial strategies to eliminate general revenue subsidies for business operations (i.e., Stormwater, Solid Waste and Transportation programs) (G5) 2013 | Complete |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Financial Stewardship

Strategic Initiatives October 1, 2012– September 30, 2016	12. Consider approval of the local option to increase the Senior Homestead Exemption to \$50,000 for qualified seniors (G5) 2012	Complete
	13. Extend the term of Leon County's Local Preference Ordinance (EC7) 2013	Complete
	14. Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts. (G5) 2012	Ongoing
	15. Implement strategies to maximize grant funding opportunities, including institute Grants Team. (G5) 2012	Ongoing
	16. Implement strategies to maximize grant funding opportunities, including: develop and institute an integrated grant application structure. (G5) 2012	Ongoing
Actions	1. The COCA management review was presented to the Board at the November 13, 2012 Board meeting. OMB will continue to support Tourist Development regarding accurate revenue forecasts. (EC4, Q4, G5)	OMB
	2. Provide updated and accurate information to County Administration and the Board of County Commissioners regarding the Sheriff's funding requests to ensure adequate resources are provided for public safety. (Q2, G5)	OMB
	3. Provide accurate information to County Administration and the Board of County Commissioners regarding funding requests for the Regional Trauma Center including the leveraging of state healthcare grant dollars. (Q3, G5)	OMB
	4. Continue participation and interaction with the Banner Team to ensure adequate resources are provided to keep the financial, personnel and financial management system (Banner) operating in the most efficient manner for the organization. (EN4, G2)	Purchasing/OMB
	5. Assist and provide resources to departments and divisions in developing and refining performance measures that provide relevant outcomes that are aligned with the County's vision, mission and strategic priorities. (G2, G5)	OMB
	6. Continue to provide adequate resources to Risk Management and Human Resources in order to continue the necessary alcohol and drug monitoring for employees with commercial drivers licenses and new hires. (Q2)	Risk Management
	7. Continue chairing the County Safety Committee to ensure compliance with adopted safety policies to ensure a safe work environment to reduce injuries and workers' compensation claims. (Q2, G4)	Risk Management
	8. As requested by the Board of County Commissioners and/or the County Administrator conduct thorough management reviews to ensure the best utilization of County resources and recommend operational efficiencies. (G2,G5)	OMB
	9. Monitor procurement process and asset management system to ensure the greatest utilization of county expenditures for services, and make recommendations for improvements when necessary. (G5)	Purchasing
	10. Ensure the development of the annual budget conforms to the state statutory guidelines, and provide the Board pertinent information at workshops regarding funding requests and available revenues. (G5)	OMB
	11. Present studies conducted to the Board of County Commissioners on the cost of providing solid waste, stormwater and transportation services, and the charge amount necessary to eliminate the general fund subsidy. (G5)	OMB
	12. The Board adopted an ordinance to provide an additional homestead exemption of up to \$249,999 for eligible low-income senior citizens who own and have lived in homesteaded property for 25 years. (G5)	OMB
	13. The Board adopted an ordinance to extend the provision of the Local Preference Ordinance in relation to bidding of construction services for more than \$250,000. (EC7)	Purchasing
	14. Provided Board with a status report regarding County-owned real estate. (EC2, Q2)	Real Estate
	15. Provided a list of County-owned properties appropriate for affordable housing. (G5)	Real Estate

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Financial Stewardship

Performance Measures

G2	Percent of departmental performance measures reviewed.	Pg. 1-54
G2	Number of program management reviews performed.	Pg. 1-54
G5	Number of pre-bids meetings held to provide information to potential vendors on County projects.	Pg. 1-56
G5	Ratio of bids protests to total solicited bids.	Pg. 1-56
G2	Operational cost as a percent of total dollar value of issuances (expenses / \$ value of issuances).	Pg. 1-58
G2	Dollar volume of issuances.	Pg. 1-58
G5	Investigate worker's compensation accidents and report findings and corrective action.	Pg. 1-59
G5	Investigate auto accidents and report findings and corrective action.	Pg. 1-59
Q2	Percent of total leasable square footage occupied.	Pg. 1-60
G5	Total leasable square footage occupied.	Pg. 1-60

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Financial Stewardship**DIVISION**
Office of Management & Budget**PROGRAM**
OMB**GOAL**

The goal of the Office of Management & Budget is to continuously enhance the quality of County services by optimizing the use of County financial resources through the effective provision of planning, policy analysis, budget development, budget implementation and program evaluation services to benefit citizens, elected officials, and staff.

PROGRAM HIGHLIGHTS

1. According to the Moody's Investor Service report issued in August 2016, the bond credit rating business called Leon County's financial position "very strong." The report focuses on Leon County's key credit factors including "a robust financial position" and a "healthy socioeconomic profile." Specifically, the Moody's report highlights the County's management and governance, stating the "balanced financial operations are a component of sound financial management."
2. The FY2016/2017 budget is balanced without increasing the current 8.3144 millage rate, demonstrating Leon County's commitment to responsible stewardship.
3. Leon County had the lowest net budget (\$773) per countywide resident among like-sized counties and had one of the lowest net budgets per county resident in Florida, with only eight other counties having lower budgets. Additionally, Leon County has six employees per 1,000 residents and ranked sixth lowest in employees per capital among all 67 counties in Florida.
4. The Let's Balance! Budget simulation game, developed by OMB, was used at the 2016 National Association of Counties Conference where nearly 100 county leaders were exposed to nationwide best practices.
5. OMB received the Distinguished Budget Presentation Award from the Government Finance Officers Association for the 26th consecutive year.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G5	Net Budget Per Countywide Resident*	1:\$773	1:\$1,302

*Benchmark is generated from the average net budget per county resident of Like-Sized counties. Benchmarked Counties include: Alachua, Escambia, Lake, Osceola, St. Johns and St. Lucie.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G5	1. Meet all requirements of FL Statutes 129 and 200 (Truth in Millage)	Yes	Yes	Yes
G5	2. Forecast actual major revenue sources within 5% of the budget (actual collections as a % of budget)	97.4%	98%	96.1%
G2	3. Process budget amendment request within 2 business days or the next scheduled Board meeting (% is an estimate)	96.1%	100%	93.5%
G5	4. Develop and print 2 semi-annual performance reports by May 30 and November 30	2	2	2
G2	5. Review all agenda items in less than 2 days 95% of the time	93%	98%	94%
G2	6. Percentage of departmental performance measures reviewed	100%	100%	100%
G2	7. Number of program management reviews performed	0	1	0

PERFORMANCE MEASUREMENT ANALYSIS

1. Leon County received a letter of compliance from the State Department of Revenue for meeting all the FY 2016 Truth in Millage notification requirements.
2. Major revenues (\$202,463,879) accounted for 82% of all revenue receipts (\$246,129,886). Actual major revenues were 4.1% greater than budgeted (\$194,484,134). Forecasted major revenues accounted for 96.1% of the actual major revenues.
3. The office processed 31 administrative and board amendments during the fiscal year. Of the processed amendments, 29 or 93.5% were processed within two business days.
4. A mid-year performance report and an annual performance report were submitted by the required deadlines. The office reviewed 100% of the performance measures submitted by departments.
5. During the fiscal year OMB reviewed 83 agenda items. Of the agenda items submitted, 79 or 94% were reviewed within two days. In an effort to promote sustainability, OMB began processing agenda items entirely electronically during the fiscal year. This process took some adjusting but has gained traction and should result in a higher review rate for the next fiscal year.
6. The percentage of departmental performance measures reviewed was consistent with the previous year.
7. The Board did not request any program management reviews in FY 2016, similar to the previous year.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-130-513

			<u>FINANCIAL</u>			<u>STAFFING</u>		
	<u>FY 2016</u>		<u>FY 2016</u>			<u>FY 2016</u>		<u>FY 2017</u>
	<u>Adj. Budget</u>		<u>Actual</u>			<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Personnel	577,249		543,994		Full Time	7.00	7.00	7.00
Operating	87,270		61,797		OPS	0.00	0.00	0.00
Grants & Aid	63,175		63,175					
TOTAL	727,694		668,966		TOTAL	7.00	7.00	7.00

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Financial Stewardship**DIVISION**
Purchasing**PROGRAM**
Procurement**GOAL**

The goal of the Procurement Program is to provide: 1) timely and professional procurement services to secure requested supplies, services and commodities at a specified level of quality at the lowest possible cost, through open and fair competition; 2) provide contract management and compliance services; and 3) an exemplary records and management control program for the tangible personal property of Leon County.

PROGRAM HIGHLIGHTS

1. Implemented electronic purchase orders that are emailed to vendors and the requesters. This reduces postage and paper costs while promoting sustainability by reducing the use of paper.
2. Continued to serve citizens faster and easier with an online procurement system called Procurement Connect. This system provides vendors instant access to many different services and processes such as, instant access to bids, requests for proposals, invitations to negotiate, and various other solicitation documents.
3. Provided sales and customer support to County staff through ordering, stocking, and issuance of operational consumable products valued at over \$50 million during the fiscal year through more than 2,000 requisitions.
4. Conducted both on-site and online surplus sales/auctions resulting in a return of almost \$50,000.
5. Annual inventory of all fixed assets was completed and there were no missing items.
6. As responsible stewards of the community's financial resources, Purchasing continues to mitigate risk to the County through utilization of bonding practices for vendor bids, vendor performance, supplier and subcontractor payment, and requires appropriate vendor insurance coverage.

BENCHMARKING

Priorities	Benchmark Data	Leon County	ICMA Mean	ICMA Median
G2, G4	\$ amount of Central Purchasing purchases per Central Purchasing FTE (Millions)	\$10.2	\$16.1	\$15.1
G2, G5	% of Purchasing Conducted with Purchasing Card	10.0%	5.32%	2.5%

Benchmark Source: International City/County Management Association Comparable for Performance Measurement 2010

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G2, G5	1. % of completed requisitions for purchase orders processed within 2 days of receipt	100%	100%	100%
G2, G4, G5	2. % of bids/RFPs processed within 45 work days of receipt of request	96%	100%	72%
G2, G5	3. # of Purchase Orders Issued	2,389	2,500	2,073
G2, G5	4. \$ Volume of Purchase Orders Issued (millions)	\$58.7	\$75	\$52.9
G2, G4	5. \$ amount of Central Purchasing Office purchases per Central Purchasing FTE (3.35 FTE allocated) (*5.2 FTE for FY16) (millions)	\$16.8	\$22.4	\$10.2
G2, G5	6. # of Bids Issued	52	55	53
G2, G5	7. Purchasing Card Volume	\$5,642,732	\$6,000,000	\$5,617,756
G5	8. Purchasing Card Rebate	\$79,000	\$84,000	\$78,650
G2, G5	9. # of Assets at Year End	7,472	6,000	7,412
G2, G5	10. Year End Total Asset Value (millions)	\$58.1	\$57	\$60
G2, G5	11. # of Surplus Auctions	27	25	90
G2, G5	12. \$ Value of Auction Proceeds	\$419,453	\$200,000	\$171,328
G2, G5	13. # of pre-bid meetings held to provide information on County project to vendors	29	40	17
G2, G5	14. Ratio of bid protests to total solicited bids	0:52	0:55	2:53

PERFORMANCE MEASUREMENT ANALYSIS

1. Primary attention is given to processing requisitions so that County staff receives needed materials and services in a timely manner.
2. This number has decreased due to the incorporation of solicitation development meetings and the review processes of other areas.
3. Number of purchase orders decreased in relation to the number of high dollar value capital projects.
4. The volume of purchase orders decreased due to fewer capital expenditures.
5. The number of Central Purchasing FTEs in FY 2016 was higher than both FY 2015 and the FY 2016 estimate, resulting in lower dollar amounts per FTE.
6. The number of solicitations remains consistent with the previous fiscal year.
7. The purchasing card volume remained steady during this fiscal year.
8. The purchasing card rebate remained consistent. This is directly related to the purchasing card volume in performance measure #7.
9. The number of assets remained consistent this fiscal year.
10. The value of the assets remained consistent this fiscal year.
11. The number of auctions increased mainly based upon many online auctions for small items done individually versus bulk auctions (ex. File cabinets, chairs, office furniture, etc.).
12. The value of the auction proceeds has decreased due to a high number of low value surplus items available for sale as well as the increased equipment programs where vendors will give a "trade-in" value for the old equipment which is usually higher than auction proceeds.
13. The number of meetings is based upon the complexity of the projects. This number decreased due to the number of straightforward projects.
14. There were two formal protests during FY 2016, both based upon responsiveness issues due to the interpretation of the MWSBE policy.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-140-513

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	<u>FY 2016</u> <u>Adj. Budget</u>	<u>FY 2016</u> <u>Actual</u>	<u>FY 2017</u> <u>Budget</u>		<u>FY 2016</u> <u>Adopted</u>	<u>FY 2016</u> <u>Actual</u>	<u>FY 2017</u> <u>Budget</u>
Personnel	459,895	467,107	474,822	Full Time	5.25	6.00	6.00
Operating	26,556	19,883	25,648	OPS	0.00	0.00	0.00
Transportation	3,112	2,573	1,521				
TOTAL	489,563	489,563	501,991	TOTAL	5.00	6.00	6.00

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Financial Stewardship**DIVISION**
Purchasing**PROGRAM**
Warehouse**GOAL**

The goal of the Warehouse Program is to procure, stock, and issue high turnover type items to facilitate work routines of County departments.

PROGRAM HIGHLIGHTS

1. Annual Warehouse inventory showed a loss of \$928 or 0.038 % of the total valuation as compared to the national standard of +/- 1.5%.
2. Annual Warehouse turnover rate of 2.47 exceeds the national standard benchmark of > 1.5%.
3. Warehouse staff utilized competitive quoting and cooperative contracts to reduce inventory costs.
4. Warehouse staff streamlined the inventory processes using pre-counts and additional barcode scanners to reduce the time the warehouse was closed to its end users to one day.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G2, G5	Inventory Turnover Rate (sales / inventory value)	2.47%	Greater than or equal to 1.5%
G2, G5	Annual inventory loss/gain (to measure operational accuracy)	0.038%	Less than 1.5%+/-

Benchmark Sources: National Institute of Governmental Purchasing, Inc. (NIGP)

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G2, G5	1. Cost per issuance	\$6.44	\$6.35	\$7.17
G2, G5	2. Operational cost as a % of total dollar value of issuances (expenses / \$ value of issuances)	16.5%	18%	17.8%
G2, G5	3. # of issuances	15,340	15,000	14,831
G2, G5	4. \$ volume of issuances	\$598,705	\$515,000	\$597,485

PERFORMANCE MEASUREMENT ANALYSIS

1. A combination of consistent fixed costs, a slight reduction in the number of issuances, and higher commodity prices resulted in a slight increase in the cost per issuance.
2. This increase is a result of a change in operational costs and a decrease in the value of issuances.
3. The decrease in issuances comes as a direct result due to fewer storms this fiscal year. With fewer large storms, fewer issuances (sandbags, rain coats, boots, etc.) need to be issued by the warehouse.
4. The slight decrease in the volume of issuances is directly related to fewer issuances.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-141-513

<u>FINANCIAL</u>				<u>STAFFING</u>			
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	103,434	103,046	104,757	Full Time	2.00	2.00	2.00
Operating	2,854	2,788	2,856	OPS	0.00	0.00	0.00
Transportation	1,643	481	995				
TOTAL	107,931	106,315	108,608	TOTAL	2.00	2.00	2.00

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Financial Stewardship**DIVISION**
Risk Management**PROGRAM**
Risk Management**GOAL**

The goal of Risk Management is to provide our customers with courteous and professional services, in the area of risk management.

PROGRAM HIGHLIGHTS

1. In order to ensure that Leon County continues to maintain a safe working environment for its employees, Risk Management coordinated eleven safety sessions and conducted monthly site visits.
2. Conducted annual driver license checks on all authorized drivers and coordinated random drug and alcohol testing.
3. Reviewed in excess of 500 criminal background checks on individuals wishing to volunteer.

PERFORMANCE MEASURES

Risk Management is the process of managing the County's activities in order to minimize the total long-term costs of all accidental losses and their consequences. This is accomplished through risk identification, risk control, and risk finance.

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G5	1. Investigate worker's compensation accidents and report findings and corrective action	141	135	118
G5	2. Provide one safety/loss control training quarterly as training needs are identified by program areas	16	10	9
G5	3. Investigate auto accidents and report findings and corrective action	20	15	18
G5	4. Coordinate Safety Committee monthly to identify accidents trends and recommend preventative training as appropriate	12	12	12

PERFORMANCE MEASUREMENT ANALYSIS

1. 19% decrease in Workers' Compensation claims. All Workers' Compensation claims processed timely.
2. Nine safety training events provided at five separate locations. Many of the 2015 training sessions were cyclical or specialized, meaning they are only mandated once every two or four years, hence the lower number observed in FY 2016.
3. The number of auto accidents decreased in FY 2016 as efforts were made to promote increased driver safety training.
4. These meetings are held on a monthly basis and therefore the number annually remains constant.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 501-132-513

<u>FINANCIAL</u>				<u>STAFFING</u>			
	FY 2016	FY 2016	FY 2017		FY 2016	FY 2016	FY 2017
	<u>Adj. Budget</u>	<u>Actual</u>	<u>Budget</u>		<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Personnel	106,856	104,995	107,288	Full Time	1.00	1.00	1.00
Operating	133,339	87,169	133,154	OPS	0.00	0.00	0.00
TOTAL	240,195	192,164	240,442	TOTAL	1.00	1.00	1.00

Leon County Government**FY 2016 Annual Performance and Financial Report**

DEPARTMENT	DIVISION	PROGRAM
Financial Stewardship	Office of Management & Budget	Real Estate

GOAL

The goal of the Office of Real Estate Management is the professional management of the County's real estate portfolio including procurement, disposition, leasing, and the administration of the county's real property.

PROGRAM HIGHLIGHTS

1. The objective of the Office of Real Estate Management is to maximize the return of the County's real estate portfolio through leasing and disposition of underutilized and surplus real property.
2. Maintain the County's real estate portfolio to provide total properties owned and leased by the County to encourage the highest and best use of the parcels in the portfolio.
3. The Office of Real Estate Management is responsible to overview the way that Leon County handles the collection of unpaid property taxes. Florida Statue 197.507 is very specific in the way that the County is to handle delinquent property taxes in an effort to bring these parcels back into the active tax roll.
4. Work in tandem with Public Works and county staff to acquire property rights through donations, direct purchases and eminent domain for capital improvement projects.
5. Office of Real Estate Management works with the Housing Financing Authority to maximize the revenue from the sale of parcels from the County Land Portfolio that have been designated for Affordable Housing, currently there are 30 Parcels designated suitable for Affordable Housing. Office of Real Estate Management has a goal to sell at least 5 parcels during FY 2016-2017 & generate \$50,000 for Housing Financing Authority.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q2	Total leasable square footage	124,105	124,105	124,105
	Occupied	90,014	95,561	95,110
	Vacant	34,091	28,544	28,995
G5	% of total leasable square footage occupied	72%	77%	77%
G5	Total lease revenue	1,839,625	1,952,990	1,933,967

PERFORMANCE MEASUREMENT ANALYSIS

1. Total leasable square footage remained the same in FY 2016.
2. The objective of Real Estate Management is to lease 90% of total leasable square footage by increasing rental space by 5% each year. The goal for FY 2017 will be to lease 101,766 square feet, or 82% of total leasable square footage.
3. An increase in occupied square footage increased the total lease revenue by \$94,342 in FY 2016.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-156-519

<u>FINANCIAL</u>				<u>STAFFING</u>			
	FY 2015 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2015 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	221,577	201,003	145,933	Full Time	6.00	3.00	3.00
Operating	99,227	83,979	149,152	OPS	0.00	0.00	0.00
TOTAL	320,804	284,982	295,085	TOTAL	3.00	3.00	3.00

Leon County FY 2016 Annual Performance and Financial Report

Tourism Development Business Plan

Mission Statement

The mission of the Leon County Division of Tourism Development is to spearhead and coordinate the tourism related marketing and management of the destination through the coordination of the hospitality industry, local governments and the business community to sustain and grow visitor spending and job creation in the Tallahassee region.

Strategic Priorities

Economy

- 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

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) Revised 2013
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) Revised 2013

Strategic Initiatives

October 1, 2011 – September 30, 2016

- | | |
|--|----------|
| 1. Implement strategies that promote the region as a year round destination, including: Support VIVA FLORIDA 500 (EC4) 2012 | Complete |
| 2. Implement strategies that promote the region as a year round destination, including: Development Capital Cuisine Restaurant Week (EC4) 2012 | Complete |
| 3. Implement strategies that promote the region as a year round destination, including: Support Choose Tallahassee Initiative (EC4) 2012 | Complete |
| 4. Promote the region as a year round destination through the Fall Frenzy campaign. (EC4) 2012 | Ongoing |
| 5. Implement strategies that support amenities which provide social offerings, including programming for Cascades Park amphitheater. (Q4,EC4) 2012 | Ongoing |
| 6. Expand, connect and promote "Tallahassee" and the regional trail system. (Q1,Q5,EC1,EC4) 2013 | Ongoing |

Actions

- | | |
|--|--|
| 1. Develop and promote the VIVA Florida Time Capsule event. (EC4) | Zimmerman Agency, Tourism Stakeholders |
| 2. Expand the number of participating establishments and continue to grow the live music component to bring more visibility and visitation for further grow of Capital Cuisine Restaurant Week. (EC4) | Restaurant/Lodging Assn., Tourism Stakeholders, VISIT FLORIDA |
| 3. Further enhance by adding more videos and regional trails for Trailahassee.com. (EC4) | Trails Work Group, Zimmerman Agency |
| 4. Work with FAMU and FSU to build both content and awareness of the Fall Frenzy campaign and all the many activities associated with football weekends in Leon County; Continue sponsorship arrangements with FAMU and FSU; targeted Syracuse University fan base for their first ACC visit on November 16, 2013. (EC4) | FSU, IMG Marketing, FAMU |
| 5. Develop CapitalCityAmphitheater.com website; Book and promote a series of regional, ticketed concerts for the amphitheater in Cascades Park. (EC4) (Q4) Work closely with the Southern Shakespeare Festival group to help grow the recreation of the Shakespeare Festival into a highly successful event. (EC4) | Zimmerman Agency STAGE Committee, Management Co Shakespeare Festival Group, Chambers of Commerce |

Leon County FY 2016 Annual Performance and Financial Report

Tourism Development

	6.	Maximize potential for sports tourism subsequent to the widening of the cross country course at the Apalachee Regional Park and in building support for a competitive sports complex based on the results of the feasibility study conducted by Real Estate InSync. (E4)	Parks Department, various community interests, chambers of commerce, City, Sports Council
Performance Measures	EC4	Percentage change in Tourist Development Tax.	Pg. 1-63
	EC4	Percentage change in the number of total visitors to Leon County.	Pg. 1-63
	EC4	Percentage change in the Direct Visitor Economic Impact.	Pg. 1-63
	EC4	Percentage change in the number of Direct Tourism Related Jobs.	Pg. 1-63
	EC4	Percentage change in Hotel Revenue.	Pg. 1-63

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Office of Tourist Development

DIVISION

Tourism Development

PROGRAM

Tourism Development

GOAL

The goal of the Division of Tourism Development is to enhance the local economy and quality of life through the benefits associated with a strong visitor industry by maximizing the number of visitors, length of stay of visitors, and the economic impact of visitors to Leon County.

PROGRAM HIGHLIGHTS

1. In 2016, tourism for the County resulted in \$841 million in economic impact, 2.31 million visitors from 47 states and 36 countries, and 13,702 jobs. *(Figures previously reported for the 2016 Leon County Annual Report included estimates before final FY16 figures were available.)*
2. Promoted Leon's County's outdoor recreation, sports, culinary, African-American heritage, history and heritage and arts and culture amenities by hosting 36 journalists from travel and lifestyle publications who produced 105 stories about the area while collaborating with 48 industry partners.
3. Leveraged an additional \$800,000 in advertising equivalency through earned media during FY 2016. Generated more than 220 million impressions on Instagram & Twitter, increased total social media audience to 68,641 with increases in each platform: increased Twitter followers by 27%, Facebook followers by 12%, Instagram by 104%, and Pinterest by 14%.
4. Produced and promoted seven concerts at the Capital City Amphitheater including O.A.R., indie-rock group Dawes, Grammy-award winning singer-songwriter Jason Isbell, Boz Scaggs, Grammy-nominated R&B singer-songwriter Tank, classic rocker Peter Dinklage and two-time Grammy winner Alabama Shakes.
5. Assisted 182 groups with welcome materials representing 33,180 visitors and served 2,810 domestic visitors from 49 states and 767 international visitors from 37 countries at the Leon County Visitor Information Center during 2016. *(Figures previously reported for the 2016 Leon County Annual Report included estimates before final FY16 figures were available.)*
6. Leon County Tourism awarded grants totaling \$466,022 to 103 local special, signature and sports events, as well as allocating \$1.25 million to the Council on Culture and Arts for regranting to arts and culture organizations. All of which brought overnight visitors to the Capital County.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate ¹	FY 2016 Actual
EC4	1. Tourist Development Tax per penny	\$1,028,285	\$1,028,285	\$1,047,376
EC4	2. % Change in Tourist Development Tax	12.8%	0%	2%
EC4	3. Number of total visitors to Leon County ²	2,326,769	2,345,383	2,312,120
EC4	4. % Change in number of total visitors to Leon County	12%	1%	-1%
EC4	5. Total Direct Visitor Economic Impact (billions) ²	\$0.84	\$0.86	\$0.84
EC4	6. % Change in Direct Visitor Economic Impact	13%	3%	0%
EC4	7. Number of Direct Tourism Related Jobs ²	13,659	14,012	13,702
EC4	8. % Change in the number of Direct Tourism Related Jobs	14%	3%	0%
EC4	9. Hotel Occupancy ³	62%	59%	63%
EC4	10. Hotel Revenue (millions) ³	\$118	\$121	\$124
EC4	11. % Change in Hotel Revenue	8%	1%	5%

Notes:

1. FY 2016 estimations represent a slowing in the upward trend in consistent local growth over the past eight years. This projection is due to changes in the dates the Florida Legislature will meet as well as major weekend event losses such as the annual Florida State Spring Garnet and Gold game. Hotel revenue is still anticipated to see a slight increase as the economy has a positive effect on room rates.

2. Data provided by the Leon County Tax Collector.

3. Downs & St. Germain recalculated FY 2014 and FY 2015 visitors after a review of previously received reports from Bonn Marketing Research allowing for consistent reporting when comparing historical figures to estimates.

4. Data provided by Smith Travel Research.

PERFORMANCE MEASUREMENT ANALYSIS

- 1-8 Tourist Development Tax collections, visitors, economic impact and tourism related jobs all increased by between 0% and 2% in FY16 due to a leveling off from eight consecutive years of growth. The continued growth is due to increased and focused marketing and a local hospitality economy that continues to improve.
- 9-11 Hotel Occupancy and Revenue continue to see growth as demand increases. Future years may see a slight decline as several newly proposed properties come on line.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 160-(301-305)-552, 160-888-573

	FINANCIAL			STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget	FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	\$948,503	\$885,874	\$973,508	Full Time 12.00	12.00	12.00
Operating	\$2,359,295	\$1,880,593	\$2,499,329	OPS 0.00	0.00	0.00
Transportation	\$2,301	\$1,412	\$1,710			
Grants & Aid	\$1,830,475	\$1,581,912	\$1,878,000			
TOTAL	\$5,140,574	\$4,349,791	\$5,352,547	TOTAL 12.00	12.00	12.00

*Note: FY 2016 Adjusted Budget and FY 2017 Budget does not include the previous 1-Cent Tourist Development Tax, or \$5,042,522, now dedicated to the Community Redevelopment Agency.

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Public Safety
Business PlanMission
Statement

The mission of the Leon County Office of Public safety is to enrich, preserve and improve the lives of citizens and visitors to Leon County by: 1. Promoting safety through clinically superior and compassionate pre-hospital care and life safety education through the Division of Emergency Medical Services, and 2. Provide education, prevention, and enforcement programs and humane animal care and control services through the Division of Animal Control.

Strategic
Priorities

Economy

- Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (EC5) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012

Quality of Life

- Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) 2013

Strategic
Initiatives
October 1, 2011–September 30, 2016

- | | |
|--|----------------------|
| 1. Implement strategies that assist local veterans, including: Consider policy to waive EMS fees for uninsured or underinsured veterans. (EC5, EC6) 2012 | Complete August 2012 |
| 2. Implement strategies to improve medical outcomes and survival rates including: <ul style="list-style-type: none"> • Continue to pursue funding for community paramedic telemedicine (Q2, Q3) 2014 rev. • Engage vested community partners in the development of a Community Paramedic Program that includes program parameters designed to meet local needs and a sustainable economic model to be presented for consideration during the FY17 budget process (Q2, Q3) 2016 | Ongoing |
| 3. Support Honor Flights (EC5) 2012 | Ongoing |
| 4. Enter into agreements with NFCC and TCC which establish internship programs for EMS Technology students. (EC6) 2012 | Ongoing |
| 5. Provide EMS Ride-Alongs. (EC6) 2012 | Ongoing |
| 6. Provide Emergency Medical Services.(Q2, Q3) 2012 | Ongoing |
| 7. Support Programs which advocate for AED's in public spaces. (Q2, Q3) 2012 | Ongoing |
| 8. Provide community risk reduction programs, such as AED/CPR training (Q2, Q3) 2012 | Ongoing |
| 9. Implement strategies to maintain and develop programs and partnerships to ensure community safety and health, including: Participate in American Society for the Prevention of Cruelty to Animals (ASPCA) Partnership, and in ASPCA ID ME Grant. (Q2,Q3) 2012 | Ongoing |
| 10. Develop a Leon County "Crisis Management Communication Plan". (Q2) 2015 | Ongoing |

Actions

- | | |
|--|-----|
| 1. A. Collaborate with the Division of Veterans Services on the establishment of the goals and objectives related to the development of a policy to waive EMS fees for uninsured or underinsured veterans. (EC5, Q3) | EMS |
| B. Engage community partners such as Veteran Affairs Administration to ensure the proposed policy to waive EMS fees for uninsured or underinsured veterans meets the needs of the veteran community. (EC5, Q3) | EMS |
| C. Develop the policy to waive EMS fees for uninsured or underinsured veterans based on the information collected and within the goals and objectives established, and presents the policy to the BOCC for adoption. (EC5, Q3) | EMS |
| 2. A. Develop strategies and training to improve medical outcomes and survival rates and prevent Injuries. (Q2, Q3) | EMS |
| B. Develop community paramedic telemedicine program and apply for grant funding. (Q2, Q3) | EMS |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Public Safety

Actions	C. Continually seek funding opportunities to provide a means of providing community paramedic telemedicine services to the community. (Q2, Q3)	EMS
	D. Present item at the June 14, 2016 Budget Workshop updating the progress on the Community Paramedic Program.	EMS
	3. Collaborate and support Honor Flight Tallahassee in the production of flights. (EC5)	EMS
	4. Engage community partners within the medical and social services community to enhance partnerships. (Q2, Q3)	EMS
	5. Develop strategies and training to improve medical outcomes and survival rates and prevent injuries. (Q2, Q3)	EMS
	6. Engage citizens by providing ride along opportunities to qualifying citizens. (E6)	EMS
	7. Develop community partnerships to support and advocate AEDs in public spaces. (Q2, Q3)	EMS
	8. Develop partnerships to support and advocated AEDs in public spaces. (Q2, Q3)	EMS
	9. A. Provide humane education to children and pet owners on ordinance requirements and assist dog owners by providing loaner dog houses to reduce the number of dogs surrendered due to lack of improper shelter. (G2)	Animal Control
	B. Conduct microchips identification scanning on all animals picked up to return to the owner in the field to reduce animals taken to the shelter. (Q2, G2)	Animal Control
Performance Measures	C. Provide pet identification tags and collars to reduce the number of animals going to the shelter and increase the number of pets reunited with their owner. (Q2, G2)	Animal Control
	10. Board approval of preliminary approach to develop the Crisis Communications Plan. (Q2)	EMS
	Q2, Percent of trauma alert patients correctly identified by paramedics annually.	Pg. 1-66
	Q2, Percent of stroke alert patients correctly identified by paramedics annually.	Pg. 1-66
	Q2, Percent of STEMI patients correctly identified by paramedics annually.	Pg. 1-66
	Q2, Percent of STEMI EKGs transmitted to receiving hospital by paramedics annually.	Pg. 1-66
	Q2, Maintain customer complaint rate at 5 per 1,000 calls received.	Pg. 1-68
	Q2, Return 7% of lost pets to their owners annually.	Pg. 1-68
	Q2, Reduce field impounds at the Animal Shelter by 3% annually.	Pg. 1-68

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Public Safety

DIVISION

Emergency Medical Services

PROGRAM

Emergency Medical Services

GOAL

The goal of Leon County Emergency Medical Service Division is to provide clinically superior, compassionate, cost effective emergency medical services to all citizens and visitors of Leon County; regardless of social economic status, utilizing the latest technologies and medical care standards, within the bounds of available resources.

PROGRAM HIGHLIGHTS

1. Leon County Emergency Medical Service celebrates 12 years of dedicated service to the community and has responded to more than 400,000 calls for service while continuing to lead the industry in setting the standard for emergency care.
2. The Child Passenger Safety Seat program conducted over 100 child safety seat checkpoints, inspections, and installations at safety fairs throughout the community.
3. Provided resources for the continuance of the Medical Tactic Program to support Leon County Sheriff's Office SWAT, allowing specially trained paramedics quicker access to victims of violent incidents.
4. In cooperation with community partners, successfully produced the 6th annual Press the Chest event held at the Donald L. Tucker Civic Center. This event trained over 600 citizens in CPR (cardio pulmonary resuscitation) and AED (automated external defibrillator) as one class.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q2	% of cardiac arrest patients that experience Return of Spontaneous Circulation (ROSC) upon arrival at the Emergency Room	35%	7%
Q2, Q3	% of requests for services that result in patient transport	68%	65%
Q2	EMS responses per 1,000 population	132.768	76.786

Benchmark source: American College of Cardiology, the American Heart Association, and the Florida EMSTARS Database.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q2	1. # of calls for service responded to	37,765	36,565	40,181
Q2	2. # of transports made	25,550	26,326	27,610
Q2,Q3	3. # of public education events conducted	140	180	160
Q2,Q3	4. # of Citizens trained in Cardio-Pulmonary Resuscitation (CPR/AED) use annually	1,600	1,350	1,700
Q2,Q3	5. # of public access Automated External Defibrillator (AEDs) registered with the Division	827	900	855
Q2	6. % of trauma alert patients correctly identified by Paramedics annually	98%	90%	97%
Q2	7. % of stroke alert patients correctly identified by Paramedics annually	84%	90%	84%
Q2	8. % of STEMI patients correctly identified by Paramedics annually	82%	90%	96%
Q2	9. % of STEMI electrocardiogram (EKGs) transmitted to receiving hospital by Paramedics annually	84%	90%	100%

PERFORMANCE MEASUREMENT ANALYSIS

1. In FY 2016, the division experienced a 6.4% increase in the number of requests for service over last fiscal year. The total numbers of requests for service represents the busiest year on record for the division, breaking last year's mark.
2. Corresponding to the previous performance measure, actual transports to the hospital increased by over 8%. The division is still experiencing a high number of patients that request EMS assistance, but do not want to be transported to the hospital.
3. The division provided 140 public education and injury prevention programs to community groups in an effort to reduce community risk.
4. The division provided Cardio-Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) training to citizens at events such as Press the Chest, which had strong community turnout, contributing to the increase in FY 2016. These training events contribute to the community's high Return of Spontaneous Circulation (ROSC) rate.
5. The increase in the number of AEDs in the community registered with the division was mainly attributed to the distribution of nearly 30 AEDs in FY16.
6. Paramedics correctly identified 97% of trauma alert patients in FY16, improving the morbidity and mortality of these patients.
7. Paramedics correctly identified 84% of stroke alert patients in FY16, resulting in transporting the patient to a hospital designated as a stroke center, improving patient outcomes.
8. Paramedics correctly identified 96% of myocardial infarction patients, resulting in faster in-hospital treatment times and corresponding improved mortality rates. The improvement over the previous year was due to additional training and emphasis placed on STEMI identification.
9. Paramedics transmitted 100% of EKGs identified as a STEMI to the receiving hospital, an increase of 15% over FY15 and 10% above the FY16 estimate. The improvement occurred due to furtherance of quality measure activities and modifications to the technology used for the transmission.

Leon County Government

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FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 135-185-526

	FINANCIAL				STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	10,075,876	10,077,196	10,404,985	Full Time	121.20	122.20	122.20
Operating	5,066,439	4,899,824	5,183,791	OPS	1.00	1.00	1.00
Transportation	874,672	825,182	884,893				
Capital Outlay	38,000	37,421	0				
TOTAL	16,054,987	15,839,623	16,473,669	TOTAL	122.20	123.20	123.20

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Public Safety

DIVISION

Animal Control

PROGRAM

Animal Services

GOAL

The goal of the Division of Animal Control is to improve the well-being of citizens and animals through humane education, prevention, and enforcement programs for the citizens and domestic animals of Leon County.

PROGRAM HIGHLIGHTS

1. Leveraged community partnerships to distribute low-cost spay/neuter vouchers to assist in controlling the pet population.
2. Continued to develop partnerships between various animal welfare organizations to share resources and, as a result, made a positive impact on local animal welfare issues.
3. Distributed low-cost spay and neuter vouchers provided by community stakeholders in an effort to impact animal overpopulation.
4. Educated residences about responsible pet ownership, animal safety, bite prevention and related matters by participating in community outreach events.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q2	Field deployed staff to population	1:19,342	1:15,000 to 18,000

Benchmark Sources: Florida Animal Control Association (FACA)

Note: Calculation based on unincorporated area population; however, Leon County Animal Control is also responsible for responding to all bite related calls in the City.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q2	1. Maintain customer complaint rate at 5 per 1,000 calls received	1.7	5.0	1.8
Q2	2. # of citations issued	174	250	106
Q2	3. # of field service calls (bite and service calls including follow-ups)	5,726	6,250	6,286
Q2	4. Return 7% of lost pets to their owners annually (in the field)	5%	7%	4.5%
Q2	5. Reduce field impounds at the Animal Shelter by 3% annually	3%	3%	8.5%

PERFORMANCE MEASUREMENT ANALYSIS

1. As a part of Leon LEADS Core Practices Initiative, a strong emphasis was placed on customer satisfaction training. Through these efforts, the complaint rate has remained relatively constant with FY15 and below FY16 estimates.
2. The Division has continued an enforcement practice that emphasizes education and assistance prior to formal enforcement, which has contributed to a 61% reduction in the number of citations issued in comparison to FY15.
3. The increase in field service calls is attributed to additional follow-ups related to citizen education and assistance.
4. The Division returned 4.5% of lost pets in the field. This is below both the FY15 actual and FY16 estimate and is directly related to the lack of owners utilizing microchips for their pets.
5. Strategies have been implemented that makes animal impoundment a last resort which contributed to the decrease in the number of animals being brought to the shelter by field officers.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 140-201-562

	FINANCIAL				STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	432,519	412,983	434,605	Full Time	7.00	7.00	7.00
Operating	1,106,427	926,811	971,985	OPS	0.00	0.00	0.00
Transportation	57,487	48,714	48,923				
Capital Outlay	0	0	0				
Grants & Aid	71,250	71,250	71,250				
TOTAL	1,667,683	1,459,758	1,526,763	TOTAL	7.00	7.00	7.00

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Library Services
Business Plan

Mission Statement	The mission of the Leon County Office of Library Services is to enrich the community by inspiring a love of reading, providing a dynamic resource for intellectual, creative and recreational pursuits, and enabling residents to live a life of learning.		
Strategic Priorities	Economy <ul style="list-style-type: none"> Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012 Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012 Quality of Life <ul style="list-style-type: none"> Maintain and enhance our educational and recreational offering associated with our library system, inspiring a love of reading and lives of learning. (Q8) 2013. 		
Strategic Initiatives October 1, 2011 – September 30, 2016	<ol style="list-style-type: none"> Implement strategies through the library system which enhance education and address the general public’s information needs (EC1, EC6, Q8) 2012 Ongoing Maintain a high quality of offerings through the library system, including public access to books, media, digital resources, computers, internet, reference resources, targeted programming, mobile library, and literacy training (EC1, EC6, Q8) 2012 Ongoing 		
Actions	<ol style="list-style-type: none"> <ol style="list-style-type: none"> Provide information and access to services through the Internet and print resources for area veterans. Information Professionals providing reference services consider the needs of veterans when selecting online and other materials. Work with Leon County Veterans Services to ensure that veterans are informed of information and access available at library locations. (EC5, Q1) Ongoing Emphasize job search, training and small-business development information and materials, both online and print resources, at all library locations. (Q1, EC6) Ongoing Implement a major change in the cataloging of library materials to Resource Description and Access (RDA) records. RDA, a new international cataloging standard designed for an electronic environment, allows description of new formats as they are developed and provides for better access to print, digital and other resources. The Library of Congress implemented RDA on March 31, 2013. (Q1, Q6) Completed Continue to implement improvements in the online catalog. Introduce mobile apps for library users to access library information and the library catalog easily, and to place reserves on library materials. Continue to improve functionality of online catalog, including search capabilities as new apps and improved technology become available. (Q1 Q6) Ongoing Develop and sustain book discussion groups throughout the libraries. (Q1, Q6) Ongoing Emphasize technology and customer-service training for all library staff members, using webinars and online training tools. (Q1) Ongoing Accomplished by continual and careful selection and purchase of all library materials; maintaining an up-to-date and accurate online catalog and website with resources available 24/7; creative program development for all ages; professional reference and referral services; effective literacy programs; well-trained staff available during all library hours; proactive, engaging social media presence; and management of library materials for optimal availability. Ongoing 		

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Library Services

Performance Measures

Q1	Number of total Library visits.	Pg. 1-71
Q1	Number of total Material Circulation.	Pg. 1-71
Q1	Number of total computer uses.	Pg. 1-71
Q1	Number of Library program attendance.	Pg. 1-71
G2	Daily average number by month of engaged Facebook users.	Pg. 1-71
G2	Number of Facebook likes.	Pg. 1-71

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Library Services

DIVISION

Library Services

PROGRAMPolicy, Planning & Operations, Public Services,
Collection Services, Extension Services**GOAL**

The goal of the LeRoy Collins Leon County Public Library System is to enrich the community by inspiring a love of reading, providing a dynamic resource for intellectual, creative and recreational pursuits, and enabling residents to live a life of learning.

PROGRAM HIGHLIGHTS

1. The LeRoy Collins Leon County Main Library celebrated the 25th Anniversary of the opening of the downtown library. Celebrating the library's significance in the community, hundreds of library devotees and members of the community gathered for a Story Time reunion, a showcase featuring more than 25 local authors, live musical entertainment and a scavenger hunt for all ages. 25 years ago, Leon County opened the doors of the downtown library, and more than 14 million patrons have visited since 1991.
2. The Library's Summer Reading Program featured the theme, "On Your Mark, Get Set, Read!" The kick-off was held at each library location. Summer reading makes sure that children are ready to learn when school starts and even a step ahead in reading. 257 programs were conducted for more than 8,220 participants consisting of children and families.
3. In partnership with Literacy Volunteers of Leon County, the Library's Literacy Program continues to offer services in adult literacy, family literacy and English for speakers of other languages. Tutoring is offered at all library locations.
4. The library became an affiliate of CareerSource Capital Region, emphasizing the library's training and workforce development online and print materials.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q1	Cost Per Capita	\$22.93	12th of 31
Q1	Materials Expenditures Per Capita	\$2.28	13th of 31
Q1	Circulation Items Per Capita	6.58	11th out of 31
Q1	Square feet Per Capita (State Standard 0.6 sf)	0.56	8th out of 31
Q1	FTE per 1,000 population	0.37/1,000	3rd out of 31*
Q1	Internet terminals available per 1000 population	1.25/1,000	5th out of 31
Q1	# of Individual Registered Users (% of total population)	60%	46.4%

Benchmark Source: Florida Library Directory with Statistics. *3 libraries at .37/1000

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q1	1. # of total Library visits	975,334	1,100,000	979,658
Q1	2. # of items in Library collection	790,134	785,000	810,605
Q1	3. # of total material circulation	1,673,625	1,800,000	1,581,547
Q1	4. # of total number of computer uses	2,114,343	2,300,000	1,679,897
Q1	5. # of new volumes cataloged	44,810	49,000	42,615
Q1	6. # of Library programs held	933	750	1,013
Q1	7. # of Library programs attendance	30,805	30,000	31,482
EC6, Q1	8. Track implementation of RDA (Resource Description and Access) and the number of entries that the library develops as the first record of a particular item for the shared international cataloging database	103	100	109
G2	9. Daily average number by month of engaged Facebook users	85	90	76
G2	10. Number of Facebook likes	4,083	4,600	4,774

PERFORMANCE MEASUREMENT ANALYSIS

1. The number of library visits increased slightly, .44%, in FY16. Circulation of downloadable ebooks and audiobooks, generally accessed outside the library, increased 7%. Public use of meeting rooms at the library is gaining in popularity, and the use increases each year.
2. Collections: 797,056 volumes and 13,549 downloadable e-materials, for a total 810,605 in FY16.
3. Materials circulation decreased 5.5% in FY16, continuing to reflect a general national trend. Ever-increasing use of social media and electronic technologies has had a negative impact on library circulation. Regardless, card-holders increased 5.5%.
4. The total number of computer uses is a combination of several measures involving computer use: in-house public-access computer use is down, reflecting the popularity and ubiquitous use of personal devices including smart phones; use of Gale online database resources (supplied by the Florida Dept. of State) decreased 30%; library website hits decreased 23%; netbook used decreased 17% reflecting both the age of the netbooks (purchased with a Knight Foundation grant in 2009/10) and the increasing use of personal devices. As a result, the aggregate computer uses measure decreased 20% in FY16.
5. 42,615 items were added to the collection; this number reflects the withdrawal of 1,533 ematerials which were removed after a period of time because of publisher decisions regarding rights and access.
- 6&7. Library program attendance increased by 2.2% over FY15 as a direct result of the increase in program activity to coincide with the increase in #6.
8. The RDA (Resource Description and Access) systematic review is complete. The library contributed 109 first catalog records for the shared international cataloging database, a 5.8% over FY15.
- 9&10. The library has introduced Instagram and continues its Facebook presence resulting in an over 16% increase in Facebook likes.

Leon County Government

FY 2016 Annual Performance and Financial Report

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-(240-242)-571

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	<u>FY 2016</u> <u>Adj. Budget</u>	<u>FY 2016</u> <u>Actual</u>	<u>FY 2017</u> <u>Budget</u>		<u>FY 2016</u> <u>Adopted</u>	<u>FY 2016</u> <u>Actual</u>	<u>FY 2017</u> <u>Budget</u>
Personnel	5,143,855	4,936,285	5,451,089	Full Time	101.70	101.70	101.70
Operating	726,523	647,700	771,719	OPS	1.00	1.00	1.00
Transportation	19,513	10,957	18,326				
Capital Outlay	622,505	639,727	622,505				
Grants & Aid	3,000	3,000	3,000				
TOTAL	6,515,396	6,237,669	6,866,639	TOTAL	102.70	102.70	102.70

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Intervention & Detention Alternatives Business Plan

Mission Statement	The mission of the Leon County Office of Intervention and Detention Alternatives is to provide information to the courts, which support judicial custody release decisions, and provide alternatives to incarceration to persons accused of crimes and offenders, which hold them accountable, improve their ability to live lawfully and productively in the community, enhance the overall administration of justice, and support community safety and well being.		
Strategic Priorities	<p>Economy</p> <ul style="list-style-type: none">Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012 <p>Governance</p> <ul style="list-style-type: none">Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County’s core practices. (G4) 2012 <p>Quality of Life</p> <ul style="list-style-type: none">Provide essential public safety infrastructure and services which ensure the safety of the entire community. (Q2) 2012Maintain and further develop programs and partnerships necessary to support a healthier community, including: access to health care and community-based human services. (Q3) rev. 2013		
Strategic Initiatives October 1, 2011– September 30, 2016	1.	Continue to implement strategies to promote work readiness and employment, including providing job search assistance for County Probation and Supervised Pretrial Release clients through private sector partners. (EC6, Q2) 2012	Ongoing
	2.	Implement alternatives to incarceration. (Q2) 2012	Ongoing
	3.	Maintain a work environment free from influence of alcohol and controlled illegal substances through measures including drug and alcohol testing. (G4, Q2) 2012	Ongoing
	4.	Support of Palmer Monroe Teen Center in partnership with the city. (Q3) 2012	Complete
Actions	1. A.	Assist private sector partner with identifying and referring probation and pretrial release defendants for job readiness training. (EC6, Q2) 2012	Pretrial Release Probation
	B.	Facilitate and support private sector partner’s strategies for providing job skills training, resume writing skills, interviewing techniques, and employment contacts to defendants. (EC6, Q2) 2012	Pretrial Release Probation
	C.	Monitor and track participation and success of defendants referred for job readiness training. (EC6, Q2) 2012	Pretrial Release Probation
	2.	Provide alternatives to incarceration by effectively monitoring and supervising defendants ordered pretrial release and probation. (Q2) 2012	IDA
	3.	Preserve the integrity and security of drug and alcohol testing by adhering to the rules established by the U.S. government. (Q2, G4) 2012	DATP
	4.	Administer the contract for Palmer Munroe Teen Center and partner with the City to support implementation and administration of the Board’s directives. (Q3) 2012	IDA
Performance Measures	Q2	Utilize intervention strategies to minimize technical violations to no more than 20% of the total supervised.	Pg. 1-74
	Q2	Monitor participants to ensure they complete no less than 70% of court ordered Work Program Days assigned.	Pg. 1-74
	Q2	Utilize intervention strategies to ensure no fewer than 80% of defendants supervised successfully complete pretrial.	Pg. 1-75
	Q2	Divert jail operating costs by no less than \$10 million by promoting and utilizing supervised pretrial alternatives.	Pg. 1-75
	Q2	Number of alcohol tests administered annually to court ordered defendants.	Pg. 1-76
	Q2	Number of urinalysis tests administered annually to court ordered defendants.	Pg. 1-76

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Intervention & Detention Alternatives

DIVISION

County Probation

PROGRAM

County Probation

GOAL

The goal of the Leon County Probation Division is to hold defendants accountable, improve their ability to live lawfully and productively in the community, and enhance the overall administration of justice and support community safety and well-being.

PROGRAM HIGHLIGHTS

1. Intervention & Detention Alternatives (IDA) implemented an electronic document storage system, WebXtender, to reduce the use of paper products and operating costs while furthering the department's sustainability efforts.
2. The Probation Division collected over \$92,000 in court-ordered restitution for victims of crime in Leon County in FY 2016.
3. IDA participated with The Florida Department of Corrections and the United States Probation Office in the "Employment and Community Resource Job" held in Leon County in April 2016.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G4,Q2	Annual average monthly hours allocated per Probation Officer/Pretrial Officer per month, per case based upon offender risk factors and blended caseload	0.83	2.33

Benchmark Sources: Benchmark Source: The American Probation and Parole Association (APPA), recommends that officers not exceed an average workload of 120 hours per month or 2.33 hours per case based on a blended caseload of low, medium and high risk cases. This APPA benchmark includes a number of tasks that Leon County either does not perform (i.e. home visits, drug testing and other administrative functions) or has automated these processes to improve efficiencies in case management. This produces a lower number of hours needed by Leon County Probation staff for caseload management.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G4,Q2	1. Average End of Month Caseload per hour, per Probation Officer	0.80	0.83	0.83
G4,Q2	2. Utilize intervention strategies to minimize technical violations to no more than 20% of the total supervised.	20%	16%	22%
Q2	3. Schedule Work Program participants to defer Division of Operations labor costs by no less than \$300K annually (based upon minimum wage only).	\$261,182	\$287,587	\$221,883
Q2	4. Monitor participants to ensure they complete no less than 70% of the court ordered Work Program days assigned.	74%	77%	74%
Q2	5. Schedule Community Service participants to ensure the equivalent of no fewer than 20 FTEs available to non-profit agencies.	22	20	23

PERFORMANCE MEASUREMENT ANALYSIS

1. Intervention & Detention Alternatives (IDA) continues to utilize automation to perform case management tasks below the APPA benchmark for monthly hours allocated per blended caseload.
2. Technical violations exceeded FY15 actuals and FY16 estimates due to the increased diversion of low risk offenders through pre-arrest programs; therefore, leaving Probation with a greater number of offenders who engage in high risk behaviors.
3. Work Program labor cost savings are below both the FY15 actuals and FY16 estimates due to a decrease in the number of County Probation participants with this court-ordered condition.
4. Participants continue to complete in excess of 70% of their assigned Work Program days.
5. The level of Community Service participation continues to ensure the availability of more than 20 Full Time Employees (FTEs) to non-profit agencies.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-542-523

<u>FINANCIAL</u>				<u>STAFFING</u>			
	FY 2016	FY 2016	FY 2017		FY 2016	FY 2016	FY 2017
	<u>Adj. Budget</u>	<u>Actual</u>	<u>Budget</u>		<u>Adopted</u>	<u>Actual</u>	<u>Budget</u>
Personnel	1,119,354	1,073,545	1,085,128	Full Time	16.00	16.00	16.00
Operating	36,868	29,987	42,431	OPS	0.00	0.00	0.00
TOTAL	1,156,222	1,103,532	1,127,559	TOTAL	16.00	16.00	16.00

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Intervention & Detention Alternatives**DIVISION**
Supervised Pretrial Release**PROGRAM**
Pretrial Release**GOAL**

The goal of the Supervised Pretrial Release Division (SPTR) is to hold defendants accountable, improve their ability to live lawfully and productively in the community, and enhance the overall administration of justice and support community safety and well-being.

PROGRAM HIGHLIGHTS

1. As a cost savings measure, the office continues to utilize private sector services for electronic monitoring staff and equipment.
2. Provided more than 7,300 assessments and criminal reviews for daily First Appearance Hearings.
3. Implemented a point of sale system allowing defendants to make payments for all court-ordered services at the IDA Office streamlining staffing resources and enhancing customer service.
4. In support of our efforts to establish more community partnerships, staff continues to work with the Leon County Sheriff's Office in the implementation of the SPIRIT (Suppression-Prevention-Intervention-Referral-Intelligence Tool) Project to enhance the referral process of offenders to community services.
5. Worked with Court Administration to implement the Veteran's Court Program starting in FY16.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G4,Q2	Average number of workload hours per Probation/Pre-Trial Officer, per case, per month based upon defendant risk factors and blended caseloads	1.06	2.33

Benchmark Source: The American Probation and Parole Association (APPA), recommends that officers not exceed an average workload of 120 hours per month or 2.33 hours per case based on a blended caseload of low, medium and high risk cases. This APPA benchmark includes a number of tasks that Leon County either does not perform (i.e. home visits, drug testing and other administrative functions) or has automated these processes to improve efficiencies in case management. This produces a lower number of hours needed by Leon County Pretrial staff for caseload management.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G4,Q2	1. Average End of Month number of hours per case, per Pretrial Officer	1.06	.98	1.04
G4,Q2	2. Utilize intervention strategies to minimize technical violations Order to Show Cause (OTSC) to no more than 10% of the total supervised	12%	11%	8%
G4,Q2	3. Utilize intervention strategies to ensure no fewer than 80% of defendants supervised successfully complete pretrial	78%	79%	79%
Q2	4. Divert jail operating costs by no less than \$10 million by promoting and utilizing supervised pretrial alternatives	\$11.7	\$10.3	\$11.4

PERFORMANCE MEASUREMENT ANALYSIS

1. Intervention & Detention Alternatives (IDA) continues to utilize automation to perform case management tasks below the APPA benchmark for monthly hours allocated per blended caseload.
2. The number of technical violations decreased by 4% from FY15 actuals due to an increase in the number of offenders supervised compared to the number of technical violations. The number of technical violations decreased to 190 in FY16 from 207 in FY15.
3. The number of defendants successfully completing pretrial remained consistent at 79%. In FY16, there was a 12% increase in the number of cases disposed with 147 (17%) more cases successfully disposed than in FY15.
4. \$11.4 million dollars were diverted in jail operating costs utilizing pretrial release of offenders as an alternative to jail while enhancing victim and public safety during the judicial process.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-544-523

	FINANCIAL				STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	843,086	806,198	832,620	Full Time	14.00	14.00	14.00
Operating	294,534	331,422	310,656	OPS	0.00	0.00	0.00
TOTAL	1,137,620	1,137,620	1,183,133	TOTAL	14.00	14.00	14.00

Leon County Government

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DEPARTMENT	DIVISION	PROGRAM
Intervention & Detention Alternatives	Drug & Alcohol Testing	Drug & Alcohol Testing

GOAL

The goal of the Leon County Drug and Alcohol Testing Division is to assist county departments, the judicial system and other agencies in creating a safe and secure environment free from the adverse effects caused by abuse or misuse of alcohol and drugs.

PROGRAM HIGHLIGHTS

1. The Drug and Alcohol Testing Division performed 218 employment related urinalysis with no errors in collection or chain of custody procedures.
2. The Drug and Alcohol Testing Division administered more than 14,200 alcohol tests and in excess of 8,400 drug tests for court-ordered County probationers and defendants released while awaiting trial.
3. The Drug and Alcohol Testing Division, (which focuses on maintaining a safe and secure environment free from the adverse effects caused by abuse or misuse of alcohol and drugs), had an overall abstinence rate of 99% for clients testing for alcohol.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q2	1. # of alcohol tests administered annually to court ordered defendants	14,714	12,810	14,023
Q2	2. # of urinalysis tests administered annually to court ordered defendants	9,927	12,034	8,963
G4,Q2	3. # of urinalysis collections performed annually for other agencies	704	709	462
G4,Q2	4. # of DOT alcohol tests administered annually	6	12	12
Q2	5. Fees collected for alcohol tests	\$136,568	\$132,862	\$117,851
Q2	6. Fees Collected for urinalysis tests	\$176,620	\$157,813	\$136,679

PERFORMANCE MEASUREMENT ANALYSIS

1. Drug & Alcohol Testing (DATD) experienced a 4.7% decrease in alcohol testing from FY 15. This is attributed to a decrease in the frequency of tests ordered which is solely at the court's discretion.
2. DATD experienced a 9.7% decrease in urinalysis testing from FY15. This is attributed to a decrease in the number of participants and frequency for urinalysis testing which is solely at the court's discretion.
3. Due to a Board policy change regarding pre-employment testing and the availability of private vendors serving the court in surrounding counties, DATD experienced a 34% decrease in the number of urinalysis collections for other agencies.
4. The number of DOT alcohol tests administered to Commercial Driver's License (CDL) operators increased by 100% over FY15 due to an increase in the frequency of positive occurrences over a one year period. The random selection process is administered by Leon County's Risk Management.
5. Revenues collected for alcohol tests, including Secure Continuous Remote Alcohol Monitor (SCRAM) user fees, declined from the FY 15 actuals. This is due to a decrease in the frequency of court ordered tests and an increase in fee waivers.
6. Fees collected for urinalysis tests declined from FY15 due to a decrease in court-ordered testing, testing for other agencies, and an increase in fee waivers.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-599-523

<u>FINANCIAL</u>				<u>STAFFING</u>			
	FY 2016	FY 2016	FY 2017		FY 2016	FY 2016	FY 2017
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	124,266	119,903	122,159	Full Time	2.00	2.00	2.00
Operating	46,610	25,293	46,575	OPS	0.00	0.00	0.00
TOTAL	170,876	145,196	168,734	TOTAL	2.00	2.00	2.00

Leon County FY 2016 Annual Performance and Financial Report

Office of Human Services & Community Partnerships Business Plan

Mission Statement

The mission of the Leon County Office of Human Services and Community Partnerships is to build a stronger, healthier community by providing a safety net of resources, services, and solutions for citizens in need, in partnership with our community.

Strategic Priorities

Economy

- Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (EC5) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce.” (EC6) 2012

Quality of Life

- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) rev. 2013
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6) 2012

Strategic Initiatives

October 1, 2011– September 30, 2016

- | | |
|--|----------------------------|
| 1. Implement strategies that assist local veterans, including: develop job search kiosk for veterans (EC5,EC6) 2012 | Complete |
| 2. Implement strategies that assist local veterans, including: consider policy to allocate a portion of Direct Emergency Assistance funds to veterans (EC5,EC6 Q3) 2012 | Complete (Annually funded) |
| 3. Collaborate with United Vets and attend monthly coordinating meetings (EC5) 2012 | Ongoing |
| 4. Provide grants to active duty veterans (EC5) 2012 | Ongoing |
| 5. Assist veterans with benefits claims (EC5,EC6,Q3) 2012 | Ongoing |
| 6. Fund Veterans Day Parade as a partner with VET, Inc. (EC5) 2012 | Ongoing |
| 7. Maintain and further develop programs and partnerships necessary to support and promote a healthier (Q3) rev. 2013 | Ongoing |
| 8. Support Leon County Health Departments (Q3) 2012 | Ongoing |
| 9. Support CareNet (Q3) 2012 | Ongoing |
| 10. Maintain oversight of state-mandated programs, such as Medicaid and Indigent Burial, to ensure accountability and compliance with state regulations (Q3) 2012 | Ongoing |
| 11. Provide foreclosure prevention counseling and assistance (Q6) 2012 | Ongoing |
| 12. Provide first time homebuyer assistance (Q6) 2012 | Ongoing |
| 13. Implement strategies that assist local veterans, including: Hold “Operation Thank You!” celebration annually for veterans and service members (EC5) rev. 2013 | Ongoing |
| 14. Provide an early budget discussion item regarding primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the local criminal justice system (Q3, G2) 2015 | Complete |

Actions

- | | |
|---|-------------------|
| 1. Maintain veterans’ kiosk and continue to work with CareerSource Capital Region on veterans’ employment issues. (EC5) | Veterans Services |
| 2. Develop policy to allocate funds for a new Direct Emergency Assistance Program for veterans. (EC5) | Veterans Services |
| 3. Strengthen relationship with local veterans’ organizations by attending monthly meetings, partnering with CareerSource Capital Region veterans jobs program, and continuing to support V.E.T. Inc. and the Veterans Day Parade.(EC5) | Veterans Services |
| 4. Continue to outreach to promote awareness of Leon County Military Grant for Active Duty Personnel.(EC5) | Veterans Services |

Leon County FY 2016 Annual Performance and Financial Report**Office of Human Services and Community Partnerships**

	5.	Continue to assist local veterans and their dependents with processing benefit claims. (EC5, EC6, Q3)	Veterans Services
	6.	Continue to provide support and funding to VET, Inc. to organize, plan, and execute the Veterans Day Parade. (EC5)	Veterans Services
	7.	Provide in-kind and funding support of the Community Human Service Partnership program. Continue to support, fund, and administrate the CHSP process in an effort to be responsible stewards of community dollars. (Q3)	Human Services
	8.	A. Execute an annual contract to provide funding to the Florida Department of Health in Leon County for the provision of mandated public health services. (Q3)	Primary Healthcare
		B. Collaborate with the Florida Department of Health in Leon County for the provision of healthcare for uninsured and financially indigent residents. (Q3)	Human Services
	9.	A. Collaborate with CareNet partners for the provision of healthcare services for uninsured and financially indigent residents. (Q3)	Primary Healthcare
		B. Partner with CareNet and other community agencies to pursue opportunities to leverage county funding. (Q3)	Primary Healthcare
	10.	Collaborate with ACHA and other State agencies to ensure accountability and compliance. (Q3)	Human Services
	11.	Mitigate property value loss by providing foreclosure prevention with funds attained through Florida's Hardest Hit program, and scheduling ongoing assistance. (Q6)	Housing Services
	12.	Continue to support first-time homebuyer assistance with homeownership workshops, and also diversify funding for the program.(Q6)	Housing Services
	13.	Sponsor Operation Thank You! : A Pancake Breakfast ceremony to celebrate the courageous men and women of Leon County Armed Forces Units.	Veterans Services
	14.	Item will be included as part of the Budget Workshop scheduled for April 29 th , 2015.	Primary Healthcare
Performance Measures	EC5	Number of clients served.	Pg. 1-79
	EC5	Dollar amount of Veterans Emergency Assistance Program (VEAP) used.	Pg. 1-79
	Q2	Amount Reimbursed for Medicaid County Match and HCRA for hospital and nursing home services provided to citizens enrolled in Medicaid	Pg. 1-80
	EC6	Number of CHSP site visits conducted.	Pg. 1-80
	Q3	Number of residents receiving primary, mental and dental care through CareNet providers.	Pg. 1-81
	Q3	Number of residents receiving specialty medical and dental care provided through We Care.	Pg. 1-81
	Q6	Number of clients receiving Down Payment Assistance.	Pg. 1-82
	Q6	Number of housing units receiving Home Rehabilitation.	Pg. 1-82

Leon County Government

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DEPARTMENT

Human Services & Community Partnerships

DIVISION

Veteran Services

PROGRAM

Veteran Services

GOAL

The goal of the Leon County Veteran Services Division is to assist veterans and their dependents in securing all entitled benefits earned through honorable military service, and to advocate for veterans' interests in the community.

PROGRAM HIGHLIGHTS

1. Assisted more than 4,700 veterans and dependents.
2. Administered the free Bus Pass Program for veterans. The City of Tallahassee/StarMetro implemented a Bus Pass Program to provide free transportation to low income and disabled veterans good for one year. Veteran Services Division processed over 300 applications.
3. Managed the Veterans Resource Center where veterans have access to resources to assist them with employment needs.
4. Processed nearly 300 total applications for emergency assistance. Applications processed grew by 80% compared to 2015 and actual dollars provided to Veterans in need grew by 19% compared to the same year.
5. To honor and recognize the service of Leon County Veterans, Leon County partnered with the American Legion Sauls-Bridges Post 13 to host the 2016 Operation Thank You breakfast. We expect over 500 citizens and veterans attended the event.
6. Processed claims on an average of 85% success rate for pension, which assists war time disabled and elderly veterans and their survivors.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
EC5	1. # of clients served	4,371	4,200	4,723
EC5	2. # of outreach events attended	180	150	157
EC5	3. # of clients served in the Veterans Resource Center	105	90	242
EC5	4. \$ amount of VA benefit payments made to Leon County Veterans	\$49,360,000	\$48,000,000	n/a
EC5, Q3	5. \$ amount of Military Grant used to assist service members	\$5,400	\$20,742	\$0
EC5	6. \$ amount of Veterans Emergency Assistance Program (VEAP) used	\$50,000	\$50,000	\$59,444
EC5	7. # of Veterans Emergency Assistance Program (VEAP) requests	154	250	277

PERFORMANCE MEASUREMENT ANALYSIS

1. The increase in the number of clients served is related to: the opening of the Veterans National Cemetery, the expanded Department of Veterans Affairs (VA) outpatient clinic, and 5 assisted living and/or nursing home facilities. An influx of Veterans relocating to Leon County for supportive housing programs are also seeking assistance for services.
2. The demand for services has increased due to an aging population of previous war era and medically needy veterans on fixed pensions residing in nursing home and assisted living facilities. The division advocates on veterans behalf, locating and accessing federal resources that are based on complex and ever changing policies and procedures.
3. The Veterans Resource Center usage has increased by 131%. This increase is attributed to Veterans increasing awareness that more job and benefit applications are available or must be completed online.
4. Benefit payment information is provided to counties by the VA. This information is anticipated to be released during the first half 2017.
5. In FY 2016, no the Military Grant were awarded due to a lack of Leon County National Guard and Reserve units deployed overseas eligible to claim the grant benefit. This trend is expected to continue FY 2017.
6. The dollar amount of funds distributed through the VEAP program is directly correlated to the increase in eligible applicants in performance measure #7.
7. The increased number of Veterans requesting assistance through VEAP is due to the influx of new Veterans to Leon County for support from agencies such as Housing and Urban Development (HUD)/Veteran Affairs Supportive Housing (VASH) and the Veterans Supportive Housing Assistance Program.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-390-553

	FINANCIAL				STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	\$155,540	\$145,026	\$169,533	Full Time	3.00	3.00	3.00
Operating	\$58,960	\$60,129	\$58,230	OPS	0.00	0.00	0.00
Grants & Aid	\$100,000	\$77,500	\$100,000				
TOTAL	\$314,500	\$282,655	\$327,763	TOTAL	3.00	3.00	3.00

Leon County Government

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DEPARTMENT

Human Services & Community Partnerships

DIVISION

Health and Human Services

PROGRAM

Human Services

GOAL

To serve as a safety net to enhance the quality of life for residents by providing resources, access to social services, and short term financial assistance.

PROGRAM HIGHLIGHTS

1. As mandated by State law, Leon County paid more than \$2.5 million as a Medicaid match for Medicaid patients' hospital stays and for nursing home residents.
2. Continued to support, fund and administer the Community Human Service Partnership (CHSP), in partnership with the City and United Way, by allocating \$1.2 million for human services programs.
3. Provided funding to community healthcare partners (collectively "CareNet") as part of a Countywide effort to offer critical health services to uninsured and low-income residents. Leon County's investment in health services has helped realize a return of \$3.01 for every \$1 of County tax revenue contributed to CareNet.
4. Uninsured residents with limited income have received over 10,500 prescription medications, valued at more than \$143,448 through the CareNet partnership with FAMU Pharmacy and Neighborhood Medical Center.
5. Residents used Leon County's free Prescription Discount Card, made possible through the County's partnership with the National Association of Counties (NACo), to fill more than 800 prescription medications not covered by insurance.
6. Leon County committed \$500,000 to support the construction of the Comprehensive Emergency Services Center. With help from numerous community partners, the building centralizes services to address homelessness in the community by relocating the Shelter and the Renaissance Community Center. This move helps foster new investment and commercial development potential in the Frenchtown community.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q2	1. Amount Reimbursed for Medicaid County Match and HCRA for hospital and nursing home services provided to citizens enrolled in Medicaid	\$2,364,863	\$2,536,000	\$2,717,667
Q2	2. # of Residents admitted to the publicly funded Baker Act unit	798	900	1,105
Q2	3. # of Residents admitted to the publicly funded Marchman Act Unit	485	660	404
Q2	4. # of Disposition services provided for indigent, unclaimed, or unidentified persons through the Indigent Burial Program	34	45	30
Q2	5. # of Child Protection Exams Paid	173	190	211
EC6	6. # of families served by the Direct Emergency Assistance Program (DEAP)	5	50	4
EC6	7. # of citizens served through DEAP to prevent homelessness; increase safety; decrease hunger; and improve / enhance health conditions by the provision of rental, utility, food, and prescription assistance.	82	150	12
EC6	8. # of CHSP training sessions for applicant agencies	10	10	10
EC6	9. # of CHSP site visits conducted	75	76	75

PERFORMANCE MEASUREMENT ANALYSIS

1. The 15% increase in Medicaid reimbursed reflects the County's annual contribution of matching funds required by the State.
2. Leon County provided funding to the Apalachee Center to provide mental health services for residents. The Apalachee Center reported an increase 38.5% increase in admissions for the Baker Act unit in FY 2016.
3. Leon County provided funding to the Apalachee Center to provide alcohol and drug abuse services for residents. The Apalachee Center reported a 16.7% decrease in admissions for the Marchman Act unit in FY 2016.
4. The Indigent Burial Program provided burials/cremations for 30 residents in coordination with the County's Public Works Department and a local funeral home. The number of serviced decreased marginally from the previous year.
5. Leon County provided funding to the Children's Home Society of Florida to provide child protection medical examination for allege abuse and neglected children. The number of exams varies, depending on cases resulting from reports to the Florida Abuse Hotline or to law enforcement. The increase reflects the number referrals from the Department of Children and Families and law enforcement.
6. A decline in families assisted through the DEAP program was due to the lack of partnering agencies necessary for determining eligibility and disbursing funds. These numbers are anticipated to rise significantly due to the newly created contract between the County and Salvation Army.
7. A decline in individuals assisted through the DEAP program due to the lack of partnering agencies necessary for determining eligibility and disbursing funds. These numbers are anticipated to rise significantly due to the newly created contract between the County and Salvation Army.
8. The number of CHSP volunteer and agency training sessions remains the same each year.
9. The number of CHSP site visits is determined by the number of agency applications received and considered for CHSP funding.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-370-XXX

FINANCIAL				STAFFING			
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	\$53,108	\$106,866	\$54,566	Full Time	1.00	1.00	1.00
Operating	\$860,891	\$680,313	\$759,691	OPS	0.00	0.00	0.00
Grants & Aid	\$4,306,862	\$4,359,935	\$4,688,990				
TOTAL	\$5,220,861	\$5,147,114	\$5,503,247	TOTAL	1.00	1.00	1.00

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DEPARTMENT	DIVISION	PROGRAM
Human Services & Community Partnerships	Health and Human Services	Primary Healthcare

GOAL

The goal of the Primary Healthcare Program is to improve the health of citizens by providing quality and cost effective health services through collaborative community partnerships.

PROGRAM HIGHLIGHTS

1. Expanded Primary Healthcare services to include allocated funds for Dental Care services in an effort to reduce the health disparities surrounding oral health and increasing health services care coordination.
2. Leon County contributed \$1.3 million to help fund the more than 7,500 visits for primary care and mental health services for uninsured and low-income residents at Neighborhood Medical Center, Bond Community Health Center, and Apalachee Center.
3. Through partnership with WeCare, uninsured and underinsured Leon County residents utilized a network of volunteer specialty physicians to address needs that cannot be addressed by the primary care physician.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q3	1. # of residents receiving primary, mental and dental care through CareNet providers	13,843	20,000	11,047
Q3	2. Value of prescriptions filled by CareNet providers	\$1,450,499	\$3,300,000	\$2,371,163
Q3	3. Value of specialty medical and dental care provided through We Care	\$2,970,888	\$3,700,000	\$3,258,975
Q3	4. # of residents receiving specialty medical and dental care provided through We Care	821	1,060	829
Q3	5. Community benefit realized through the receipt of grants and leveraging of County funding and resources as grant matches ¹	\$3,513,647	N/A	N/A

Note:

1. The leveraging amount is associated with the Low Income Pool (LIP) grants offer through the State's Medicaid safety-net funding. Amounts are determined during the legislative budget approval process.

PERFORMANCE MEASUREMENT ANALYSIS

1. With the implementation of the Affordable Care Act, there was a decrease in residents served as patients continue to sign up for insurance in the Health Insurance Marketplace.
2. An increase in the value of prescriptions filled by CareNet providers is due to the variation in the value of prescriptions due to the type, quantity, and cost of the medicine prescribed.
3. The value of donated care increased for We Care, indicating a slight increase in the number of residents who were uninsured.
4. The value of donated care provided for the residents through We Care remained relatively constant.
5. Funding provided through the Agency for Health Care Administration ended due to certain grants terminating and changes to the amount and structure of LIP grants. The opportunity for Counties to leverage LIP funds were eliminated with the implementation of the Affordable Health Care Act. Agencies now apply directly to the State for funding.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-971-562

	FINANCIAL			STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget	FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	\$64,998	\$67,434	\$70,594	1.00	1.00	1.00
Operating	\$1,750,362	\$1,702,315	\$1,748,362	0.00	0.00	0.00
Grants & Aid	\$200,000	\$200,000	-			
TOTAL	\$2,015,360	\$1,969,749	\$1,818,956	1.00	1.00	1.00

Leon County Government

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DEPARTMENT

Human Services & Community Partnerships

DIVISION

Housing Services

PROGRAM

Housing Services

GOAL

To promote safe, sanitary and affordable housing through homeowner education, home buyer and foreclosure prevention counseling and home rehabilitation in the unincorporated areas of Leon County.

PROGRAM HIGHLIGHTS

1. Leon County received approval from the Department of Economic Opportunity to expend \$750,000 of federal funds provided by the Community Development Block Grant Funds toward housing rehabilitation in Leon County.
2. More than 275 Leon County homeowners and prospective home buyers were educated on how to maintain a home and how to prevent foreclosure during the County's fall and spring Home Expos. During the home expo events, attendees also participated in hands-on demonstrations, learning how to paint, pressure wash and perform minor roof repairs.
3. Housing Services ensures that extremely low, very low, low and moderate income level residents of Leon County are provided with safe and sanitary housing, and works to preserve the supply of affordable housing in the County. The division accomplishes these goals through programs that include down payment assistance to first-time homebuyers, foreclosure prevention assistance, principal reduction, home rehabilitation, and home replacement.
4. Leon County continues its work as an Advisor Agency for the federally-funded, Florida Hardest Hit Foreclosure Prevention Program. Leon County homeowners who are unemployed, underemployed, or have reduced income may be eligible for assistance through the Unemployment Mortgage Assistance Program or the Mortgage Loan Reinstatement Program.

PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
Q6	1. # of clients receiving Down Payment Assistance ¹	59	60	59
Q6	2. # of clients receiving Foreclosure Prevention Assistance	70	24	25
Q6	3. Dollar amount of property value retained by foreclosure prevention	\$553,547	\$4,800,000	\$642,381
Q6	4. # of housing units receiving Home Rehabilitation ²	39	40	15
Q6	5. # of housing units receiving Home Replacement	3	5	2
Q6	6. Total Housing Dollars Administered	\$1,280,038	\$2,069,000	\$1,986,889

1. All Down Payment Assistance was provided by Leon County Housing Finance Authority (HFA). The HFA interlocal agreement with Escambia County created a down payment assistance program, which is marketed through the Division of Housing Services.
2. The HFA allocated \$10,000 towards housing rehabilitation. With that funding allocation, the Division of Housing Services is providing 6 to 10 homeowners with septic system repair and water/well restoration.

PERFORMANCE MEASUREMENT ANALYSIS

1. The number clients receiving Down Payment Assistance remained level through FY 2016.
2. FY 2016 saw a decrease in number of client determined eligible for assistance compared to FY 2015. Additionally, the mid-year sunset of the Principle Reduction and the Unemployment Mortgage Assistance Program programs impacted the total number of clients receiving Foreclosure Prevention Assistance.
3. Property values retained by foreclosure prevention increased by 16% over FY 2015. The amount reflects property values retained in Leon County.
4. FY 2016 saw a decrease in the number of clients determined eligible for home rehabilitation due to position vacancies.
5. FY 2016 saw a decrease in the number of clients determined eligible for home replacement due to position vacancies.
6. The 55% increase in housing dollars administered include down payment assistance funding from the HFA, administrative fee arrears from Escambia County for the down payment assistance program, and recapture dollars from housing service clients.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-371-569

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2015 Adopted	FY 2015 Actual	FY 2016 Budget
Personnel	\$422,393	\$353,493	\$431,888	Full Time	6.00	6.00	6.00
Operating	\$34,579	\$21,120	\$33,339	OPS	0.00	0.00	0.00
Transportation	\$4,170	\$3,785	\$3,210				
TOTAL	\$461,142	\$378,399	\$468,437	TOTAL	6.00	6.00	6.00

Leon County Government

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DEPARTMENT

Human Services & Community Partnerships

DIVISION

Housing Services

PROGRAM

Housing Finance Authority

GOAL

The goal of Housing Finance Authority (HFA) is to consider Leon County affordable housing financing for owner-occupied single-family units, multi-family housing units, townhouses and condominiums. This consideration includes the sale of taxable bonds once approved by resolution of the Board of County Commissioners.

PROGRAM HIGHLIGHTS

1. Fifty-nine first-time homebuyers purchased a home in Leon County through the Leon County Housing Finance Authority's Down Payment Assistance Program, funded in conjunction with Escambia Housing Finance Authority.
2. Ten Leon County residents were assisted with severe housing repair needs through a new Emergency Housing Repair Program, funded through the Leon County Housing Finance Authority. \$13,200 in total funding was expended on roof, HVAC, septic, and well repairs.
3. Leon County rehabilitated three low-income residents' homes and replaced one resident's home damaged by a fallen tree during a storm, making the home uninhabitable.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 161-808-554

	<u>FINANCIAL</u>				<u>STAFFING</u>		
	FY 2016	FY 2016	FY 2017		FY 2015	FY 2015	FY 2016
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Operating	\$86,360	\$64,666	\$89,960	Full Time	0.00	0.00	0.00
Grants & Aid	\$203,000	\$60,440	\$203,000	OPS	0.00	0.00	0.00
TOTAL	\$289,360	\$125,107	\$292,960	TOTAL	0.00	0.00	0.00

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Resource Stewardship
Business PlanMission
Statement

The mission of the Leon County Office of Resource Stewardship is to provide leadership and coordination of services through the Office of Sustainability, the Cooperative Extension program, the Division of Facilities Management, and the Division of Parks & Recreation, in order to identify opportunities for synergy and added efficiencies between each work group to effectively promote stewardship of the community's natural, societal, and economic resources.

Strategic
Priorities

Economy

- 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
- Ensure the provision of the most basic services to citizens most in need so that we have a "ready workforce." (EC6) 2012

Environment

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Florida Aquifer, from local and upstream pollution. (EN1) revised 2013
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns. (EN2) 2012
- Educate citizens and partner with community organizations to promote sustainable practices. (EN3) 2012
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including solar. (EN4) 2012

Governance

- Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (G1) revised 2013
- Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (G3) (2012)
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices. (G4) 2012

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) Revised 2013
- Maintain and further develop programs and partnerships necessary to support and promote a healthier community, including: access to health care and community-based human services. (Q3) Revised 2013
- Enhance and support amenities that provide social offerings for residents and visitors of all ages. (Q4) Revised 2013
- Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness. (Q5) 2012

Strategic
Initiatives
October 1, 2012–
September 30, 2016

- | | |
|---|----------|
| 1. Develop energy reduction master plan (EN4, G5) 2012 | Complete |
| 2. Further develop clean-green initiatives (EN4) 2012 | Complete |
| 3. Conduct the Leon County Sustainable Communities Summit (EN3) 2012 | Ongoing |
| 4. Pursue opportunities to fully implement a commercial and residential Property Assessed Clean Energy (PACE) program (EN2, EN3) 2012 | Complete |
| 5. Provide 4-H Programs (EC6) 2012 | Ongoing |
| 6. Consider policy for supporting new and existing community gardens on County property and throughout the County (EC6, EN3, Q5) 2012 | Complete |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Resource Stewardship

Strategic Initiatives October 1, 2012– September 31, 2016	7. Educate at-risk families to build healthy lives through Expanded Food and Nutrition Education Program (EFNEP) and other family community programs (EC6, Q3) 2012	Ongoing
	8. Provide state landscaping and pesticide certifications (EN3) 2012	Ongoing
	9. Implement strategies which advance parks, greenways, recreational offerings, including: explore the extension of park and greenways to incorporate 200 acres of Upper Lake Lafayette. (EC1, EC4, Q1) 2012	Ongoing
	10. Implement strategies which advance parks, greenways, recreational offerings, including: develop Miccosukee Greenway Management Plan. (EC1, EC4, Q1) 2012	Complete
	11. Implement strategies which advance parks, greenways, recreational offerings, including: develop Alford Greenway Management Plan. (EC1, EC4, Q1) 2012	Complete
	12. Expanded recreational amenities, including: complete construction of Miccosukee ball fields. (EC1, EC4, Q1, Q5) 2012	Complete
	13. Expand recreational amenities, including: continue acquisition plans and development of a North East Park. (EC1, EC4, Q1) 2012	Ongoing
	14. Expand recreational amenities, including: continue to develop parks and greenways consistent with management plans at Okeeheepkee Prairie Park, Fred George Park and St. Marks Headwater Greenway. (EC1, EC4, Q1, Q5) 2012	Ongoing
	15. Further develop clean-green fleet initiatives, including compressed natural gas (EN4) 2013	Complete
	16. Expand the community garden program (EN3, EC6, Q5) 2013	Ongoing
	17. Expand recreational amenities, including: Develop Apalachee Facility master plan to accommodate year-round events. (EC1, EC4, Q1) 2013	Ongoing
	18. In partnership with the City of Tallahassee and community partners, conduct a community-wide conversation on upper league competition with the goal of a higher degree of competition and more efficient utilization of limited fields. (Q1, EC1) 2013	Complete
	19. Further establish community partnerships for youth sports development programs. (Q4) 2014	Ongoing
	20. Reevaluate current market conditions for the opportunity for the County to institute a residential PACE program. (EN2, EN3, EN4)	Ongoing
	21. Evaluate Waste Composition Study (EN4) 2012	Complete
	22. Identify alternative disposal options. (EN4) 2012	Complete
Actions	1. Implemented energy master plan: Based on assessed performance of County buildings, prioritize areas for retrofit. (EN4, G5)	Sustainability/ Recycling/Facilities
	2. Clean-green fleet: Created dashboards for reporting of fuel use. (EN4)	
	3. On a bi-annual basis host the Sustainable Communities Summit, providing in depth education and discussion to nearly 350 community members. (EN3)	Sustainability/ Recycling
	4. Pursued PACE: Developed Request for Proposals (RFP) and contract for commercial PACE, obtained Board approval, negotiated agreement with vendor, created and promoted program.	Sustainability/ Recycling
	5. Provide 4-H programs: Teach Youth Science, Technology, Engineering, Math (STEM), Leadership and Citizenship skills through 4-H youth development activities such as camping, public speaking and other experiential learning activities. (EC6)	Cooperative Extension/ Sustainability
	6. Continue to support new gardens on County properties and to fund grants for gardens on non-County properties. (EC6, EN3, Q5)	Cooperative Extension/ Sustainability
	7. Teach at-risk families and individuals skills for food resource management, nutrition, food safety and meal planning through individual and small-group classes. Implement strategies to develop and promote educational use of the Sustainable Demonstration Center. (EC6, Q3)	Cooperative Extension
	8. Teach best management practices through state mandated landscaping and pesticide certification training. (EN3)	Cooperative Extension

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Resource Stewardship

Actions

- | | | |
|-----|--|------------------------------|
| 9. | A. Establish a new Parks and Recreation 10-year Vision/Master Plan. (Q1, Q4, G3)
B. Implement a public awareness/education campaign by participating in local events and accepting opportunities to present to community groups. (G3) | Parks & Recreation |
| 10. | Finalized Miccosukee Canopy Road Greenway Plan by holding the necessary public meetings, presenting final reports to the Board, submitting final plans to the State, and presenting to the Acquisition and Restoration Council (ARC). (Q1, Q4, G1, G3) | Parks & Recreation |
| 11. | A. Initiated and conducted a trail assessment for the J.R. Alford Greenway to better utilize the existing trail mileage to accommodate a wider variety of passive experiences. (G5)
B. Established a volunteer program with assistance from Volunteer LEON that engaged the community, assisted with user-compliance, and educated park visitors. (G1,G3)
C. Finalized J. R. Alford Greenway Management Plan by holding the necessary public meetings, presenting final reports to the Board, submitting final plans to the State, and presenting to the Acquisition and Restoration Council (ARC). (Q1, Q4, G1, G3) | Parks & Recreation |
| 12. | Coordinated with the Division of Engineering to complete construction of the Miccosukee ball fields in time for the 2015 Little League season. (Q2, Q6, G2) | Parks & Recreation |
| 13. | A. Establish a new Parks and Recreation 10-year Visioning/Master Plan to include the Northeast Park. (Q1, Q4, G3)
B. Continue to work with the community user groups such as the Tallahassee Astronomical Society, Tallahassee Mountain Bike Association, Gulf Winds Track Club, Pop Warner, Little League, Friends of the Miccosukee Greenway, Wildwood Preservation Society, Southern Trail Riders Association and others to explore new avenues and partnerships for providing and expanding park amenities. (Q1, G3)
C. Establish timeline for public input on the park design. (Q1, Q4, G3) | Parks & Recreation |
| 14. | A. Implement a public awareness/education campaign by participating in local events and accepting opportunities to present to community groups. (G3)
B. Continue to work with the community user groups such as the Tallahassee Astronomical Society, Tallahassee Mountain Bike Association, Gulf Winds Track Club, Pop Warner, Little League, Friends of the Miccosukee Greenway, Wildwood Preservation Society, Southern Trail Riders Association and others to explore new avenues and partnerships for providing and expanding greenways and passive park amenities. (Q1, G3) | Parks & Recreation |
| 15. | Clean-green fleet: Created dashboards for reporting of fuel use. (EN4) | Sustainability/
Recycling |
| 16. | Convene key stakeholders to discuss role of County in expanded community garden program & to explore other possible roles in local food system. (EC6, EN3, Q5) | Sustainability/
Recycling |
| 17. | Coordinate with the Tourist Development Council and the Division of Solid Waste Management to establish an Apalachee Regional Park Facilities Master Plan as a tool for economic development. (E1, E4) | Parks & Recreation |
| 18. | A. Convened a meeting of community baseball representatives/leadership, including City management staff. (Q1, EC1)
B. Accepted Status Report regarding the meeting and Board Direction on further actions. | Parks & Recreation |
| 19. | A. Presented a status report on the partnership with Community Baseball League. (Q4)
B. Board adopted License Agreement with Community Baseball League for use of J. Lewis Hall Baseball field and Volunteer LEON supporting the County's Little League Program. (Q4) | Parks & Recreation |
| 20. | Identified alternative program models which allow for residential PACE. Negotiate agreement with the Florida Development & Finance Corporation (FDFC) to serve as a Program Administrator in order to develop and oversee day to day relationship with providers. The FDFC Agreement provides for both residential and commercial PACE service | Sustainability/
Recycling |
| 21. | Board workshop conducted to provide staff direction on developing strategies to reach 75% recycling goal and other solid waste issues. | Sustainability/
Recycling |
| 22. | Board authorized hiring of a consultant to conduct Waste Alternative study | Sustainability/
Recycling |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Office of Resource Stewardship

Performance Measures	EN4	Estimated energy savings from conservation projects.	Pg. 1-88
	EN4	Percentage of waste tonnage recycled annually.	Pg. 1-88
	EN6	Number of volunteer hours provided by Extension trained volunteers	Pg. 1-89
	EC6	Number of youth involved in 4-H activities	Pg. 1-89
	EC4	Number of greenway acres maintained.	Pg. 1-90
	Q1	Number of youths participating in sports activities.	Pg. 1-90
	Q1	Number of work orders opened.	Pg. 1-93
	Q2	Total square footage of County facilities maintained.	Pg. 1-93

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Resource Stewardship

DIVISION

Office of Sustainability

PROGRAM

Office of Sustainability/Recycling Education

GOAL

The goal of the Office of Sustainability is to initiate and maintain a commitment to sustainable practices through innovative leadership and cooperative partnerships within Leon County operations and our community.

PROGRAM HIGHLIGHTS

1. The Office of Sustainability partnered with the Florida Department of Environmental Protection, the City of Tallahassee and the Florida Department of Health in Leon County to host the Healthy Communities Festival.
2. The office revamped the Workplace Sustainability Workshop this year. The goal is to act as a resource for whole departments and individual employees with regards to making operations more sustainable (from buying goods locally, to recycling more, to promoting personal health and wellbeing).
3. The office worked with the elementary science curriculum developer for Leon County Schools (LCS) to develop Growing Green Education. The materials are focused on recycling and sustainability, and are tied to the specific Leon County learning standards. The team has provided teacher training with the LCS elementary schools' science advocates to show teachers the great resources and materials that are provided.
4. The office, with the help of Management Information Services (MIS) and Community and Media Relations (CMR), has launched a new Growing Green website. The website is an excellent resource for citizens to learn about waste reduction, water use reduction, sustainable food, transportation, and community gardens.
5. With the help and guidance of CMR, the office has launched an Office of Resource Stewardship (ORS) Facebook page, which helps connect with our community. The page gives highlights on programs that the department offers, fun tips on how to be more sustainable, and interesting articles that relate to Leon County projects.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
G5	1. Leveraged grant funds expended	\$8,000	\$8,000	\$6,500
EN4	2. Estimated energy savings from conservation projects	\$815,000	\$800,300	\$1,004,406
EN4	3. Individuals reached through educational presentations	750	1,500	1,685
EN4	4. Number of people who follow ORS on social media	1,108	1,400	1,345
EN4	5. County Schools Recycling tonnage	88	65	93
EN4	6. County Curbside Recycling tonnage	5,432	4,500	5,701
EN3	7. # of participating community-wide recycling and sustainability related events	6	4	8
EN4	8. # of educational publications written	3	7	6
EN4, G1	9. % of waste tonnage recycled	54%	47%	n/a

PERFORMANCE MEASUREMENT ANALYSIS

1. The Office of Sustainability continues to receive applications for the community garden grant program, and work alongside UF/IFAS (University of Florida/Institute of Food and Agricultural Sciences) Cooperative Extension and organizations like Damayan, Inc. (Damayan Garden Project) to maximize the grants' impact and ensure long term sustainability. The FY16 actual number is slightly less than the estimates because applications received in September were not able to be processed before the end of FY16.
2. Savings are tracked by Energy Systems Group (ESG). The reported savings for FY16 exceeded FY16 estimates more than expected by \$204,406 or 22%.
3. The Communication and Outreach Coordinator presented at schools, organizations, and local groups located throughout the County which resulted in exceeding FY16 goals for individuals reached.
4. The number of followers on the ORS Facebook page generally increases with the announcement of major projects. The ORS team expected to announce several projects before FY16 ended, but those projects were delayed, resulting in actuals for FY16 falling slightly short of the FY16 estimate.
5. The Communications and Outreach Coordinator continues to educate schools on best recycling practices, which has helped ORS exceed the FY16 estimate for school recycling tonnage.
6. The Office of Sustainability has been diligent about recycling education for residents in the County, and as a result exceeded estimates for curbside recycling tonnage for FY16.
7. Several additional community partners requested that ORS participate in events in FY16 that were not expected, leading to exceeding the FY16 estimate.
8. The Office of Sustainability team has been writing more educational publications. The number of educational publications written was slightly short of the FY16 estimate, as one final article was released shortly after the fiscal year ended.
9. This figure cannot be determined until official numbers are reported by the Florida Department of Environmental Protection in March 2017.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-127-513/401-471-534

	FINANCIAL				STAFFING		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	266,520	203,995	141,933	Full Time	1.20	1.20	2.50
Operating	141,811	54,483	96,700	OPS	0.00	0.00	0.00
Transportation	2,900	1,776	2,095				
Grants-in-Aid	21,375	21,375	-				
TOTAL	432,606	281,629	240,728	TOTAL	1.20	1.20	2.50

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT

Resource Stewardship

DIVISION

Office of Sustainability

PROGRAM

Cooperative Extension

GOAL

The goal of the Cooperative Extension Division is to provide researched based educational programs and information on horticulture, agriculture, natural resources, forestry, family & consumer sciences, and 4-H youth development empowering citizens of Leon County to make decisions and behavior changes that contribute to an improved quality of life and a more sustainable community.

PROGRAM HIGHLIGHTS

1. Held Grow Healthy Eat Healthy workshops in support of the Leon County seed library.
2. A total of 2,010 households filed tax returns through the Virtual Volunteer Income Tax Assistance (VITA) program resulting in \$118,883 refunded to taxpayers of which \$63,293 was the Earned Income Tax Credit. An additional 212 tax returns were completed on the IRS website through the Virtual VITA program.
3. 4-H SPIN (Special Interest) Clubs were initiated at three of the Leon County libraries during the summer months. 4-H Science Saturday was implemented at the Leroy Collins Library Branch.
4. Leon County citizens learned about freshwater systems and upland habitats through the Florida Master Naturalist program.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actual	FY 2016 Estimate	FY 2016 Actual
EC6	1. # of group learning opportunities provided	1,412	2,000	729
EN3	2. # of continuing education units (CEUs) and certifications for pesticide applicators, landscape professionals, arborists and other professionals	4,269	1,100	2,152
EN3	3. # of residents receiving agriculture, horticulture and natural resources education	75,949	70,000	27,019
EC6,Q3	4. # of limited resource citizens receiving nutrition education	5,841	10,000	7,907
EC6,Q3	5. # of residents receiving nutrition, health, financial management and human development education	25,177	17,000	16,232
EN6	6. # of volunteer hours provided by Extension trained volunteers	21,748	18,000	13,212
EC6,Q3	7. # of youth involved in 4-H activities	7,300	7,500	7,011
EC6	8. # of adult and youth volunteers	491	400	639
Q3	9. % of participants showing improvement in one or more nutrition practice by the completion of the Family Nutrition Program (FNP).	84%	75%	89%

PERFORMANCE MEASUREMENT ANALYSIS

1. Decrease is mainly attributed to the realignment of the EFNEP (Expanded Food and Nutrition Education) Program and the retirement and realignment of a forestry position and a horticulture vacancy to the Planning Department.
2. Varies according to how many people need CEU's (Continuing Education Unit), number of certifications available, and additional partnerships with certifying organizations.
3. Decrease due to the retirement of a forestry position and the realignment of the Expanded Food and Nutrition Education Program. Decrease is also attributed to the vacancy of a horticulture position.
4. The projection reflects an anticipated increase in reach to a low income audience through both the EFNEP and Family Nutrition Programs (FNP). The EFNEP realignment resulted in a decrease from the projection. The increase from FY2015 is the result of having both programs for a partial year.
5. Decrease is attributed to the realignment of the Expanded Food and Nutrition Education program resulting in a decrease in the number of residents receiving nutrition, health, financial management and human development education.
6. Volunteer hours are likely underreported. Volunteers self-report the number of hours, without a horticulture agent for part of the year to remind volunteers to enter data, some hours may have been unrecorded. The retired forestry agent would have contributed volunteers and volunteer hours to this total as well.
7. Difference is attributed to variations in 4-H enrollment including 4-H youth reported through other program areas and a reduction in the number of classes participating in the Tropicana Speech Contest.
8. FY16 total reflects volunteers for all program areas compared to volunteers from specific programs areas as depicted in FY15.
9. Increase due to change in performance measure from EFNEP to FNP (Food and Nutrition Program). There was a shift in the behavior measurement tool utilized due to programmatic change.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-361-537

	FINANCIAL				STAFFING*		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	451,536	96,774*	-	Full Time	0.00	0.00	0.00
Operating	84,390	12,555	2,325	OPS	0.00	0.00	0.00
Transportation	4,334	2,590	3,807				
Grants-in-Aid	-	249,701	464,822				
TOTAL	540,260	361,620	470,954	TOTAL	0.00	0.00	0.00

*Note: During FY2016, staff positions became contract positions with the University of Florida (UF).

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Resource Stewardship	Parks & Recreation	Parks & Recreation

GOAL

The goal of the division of Public Works Parks & Recreation Services is to provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting recreation, parks and open space. This is accomplished through cost effective, environmentally sensitive and aesthetically pleasing products and efficient services.

PROGRAM HIGHLIGHTS

- Completed the construction of Fred George Greenway and Park, featuring a 160-acre greenway and 10 acres of recreational amenities.
- Took the lead in coordinating and staffing the 2016 Joint County/City Arbor Day Planting. This year's planting was of 800 long-leaf pine tubblings at Apalachee Regional Park.
- Improved active park amenities through the installation of scoreboards for fields #3 and #4 at Apalachee Regional Park and began renovations to the existing concession stand Woodville Park.
- Completed the construction of Okecheepkee Prairie Park.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q1	Total Park Acres per 1,000 Population	13.52	12.78

Benchmark Sources: National Recreation and Park Association (NRPA) 2015 Field Report, a Parks and Recreation National Database Analysis. Benchmarks reflect the median of the data set for like-sized jurisdictions.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
Q1	1. # of acres of invasive exotic plants removed from greenways /open spaces ¹	1,430	1,000	1,857
Q1,EN2,EC4	2. # of greenway acres maintained ²	2,852	2,852	2,852
Q1	3. # of youths participating in sport activities ³	1,824	2,500	2,323
EC4	4. Host three economically significant events at the Apalachee Regional Park annually ⁴	3	5	5

Notes:

- Invasive control achieved through prescribed fire and herbicide treatments.
- This number reflects parcels that are solely considered Greenways and not a mix of Greenways and passive park lands.
- The estimate reflects potential growth due to the following efforts: a pilot project to reinstitute flag football (Pop Warner), attempts to expand baseball participation by creating a 13-15 year old league (Little League), and a new partnership in the competitive baseball arena at Fred George Greenway and Park (Babe Ruth Baseball).
- The estimate to retain a minimum of five economically significant events at Apalachee Regional Park is based on its continued national recognition and exposure to a wide variety of cross country runners and organizations.

PERFORMANCE MEASUREMENT ANALYSIS

- Invasive control FY2016 actuals exceeded the estimate by 85%. Weather conditions, stable staffing levels, and use of outside vendors made this achievement possible. Greenways/open spaces that were treated included: Alford Greenway (prescribed fire and herbicide application), Miccosukee Greenway (prescribed fire and herbicide application), St. Marks Greenway (prescribed fire), Fred George Greenway (herbicide application), and J. Lee Vause (herbicide application).
- FY2016 actual met the estimate. No additional lands were added in FY2016. Additional greenway trails and maintained acres will be brought on-line in FY2017 per Board direction to complete limited trail construction at the Northeast Park.
- FY16 actual represents a 28% increase over FY15. The new offerings of flag football, 13-15 year old baseball league, and the Babe Ruth partnership drove the increase in participation.
- The number of events held for FY2016 met the estimate. The five economically significant events that brought visitors to the community included: FSU Invitational, the FSU Pre-State Meet, the ACC Cross Country Championship, the Florida High School Athletic Association (FHSAA) State Championship, and the Florida Athletic Coaches Association (FACA) All Star Cross Country Meet.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 140-436-572

	<u>FINANCIAL</u>			<u>STAFFING</u>		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget	FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	1,505,814	1,507,495	1,586,610	Full Time	29.00	29.00
Operating	902,539	932,838	905,017	OPS	0.00	0.00
Transportation	179,673	164,793	174,263			
Capital Outlay	43,950	26,850	40,000			
Grants & Aid	179,000	179,000	179,000			
TOTAL	2,810,976	2,810,976	2,884,890	TOTAL	29.00	29.00

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Division of Facilities Management

Business Plan

Mission Statement

The mission of the Leon County Department of Facilities Management is to serve the people of Leon County as a responsible steward of public real estate and building infrastructure necessary to support county operations in a timely, professional and cost-effective manner.

Strategic Priorities

Economy

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent. (EC1) 2012
- Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (EC2) 2012
- Ensure the provision of the most basic services to our citizens most in need so that we have a “ready workforce”. (EC6) 2012

Environment

- Educate citizens and partner with community organizations to promote sustainable practices. (EN3) 2012
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including solar. (EN4) 2012

Quality of Life

- Maintain and enhance our recreational offerings associated with parks and greenway system for our families, visitors and residents. (Q1) Revised 2013
- Provide essential public safety infrastructure and services which ensures the safety of the entire community. (Q2) 2012

Governance

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2) 2012
- Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County’s core practices. (G4) 2012
- 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) 2012

Strategic Initiatives

October 1, 2012– December 31, 2016

- | | |
|---|----------|
| 1. Complete construction of Leon County Cooperative Extension net-zero energy building. (EN4) 2012 | Complete |
| 2. Complete construction of expanded Lake Jackson branch Library (Phase 1) and new community center (Phase 2). (Q1, EC1, EC6) 2012 | Complete |
| 3. Redevelop Huntington Oaks Plaza, which will house the expanded Lake Jackson branch Library and new community center, through a Sense of Place initiative. (EC1, Q1) 2013 | Complete |
| 4. Complete construction of Public Safety Complex. (EC2, Q2) 2012 | Complete |
| 5. Successfully open the Public Safety Complex. (Q2) 2013 | Complete |
| 6. Identify opportunities whereby vacant, underutilized County-owned property, such as flooded-property acquisitions, can be made more productive through efforts that include community gardens. (G5) 2013 | Complete |
| 7. Manage and maintain property to support County functions and to meet State mandates for entities such as the Courts. (G5) 2012 | Ongoing |

Leon County Fiscal Year 2016 Annual Performance and Financial Report

Division of Facilities Management

Actions	1.	A. Spearheaded the design, construction and implementation of a series of changes to the Leon County Cooperative Extension Building to create a Net-Zero Energy Building. (EN4)	Facilities
		B. Provided assistance and resources for the Grand Opening/Ribbon Cutting for Leon County Cooperative Extension Net-Zero Energy Building; which provided education to the community in means of developing renewable energy and the utilization of sustainable practices. (EN3,EN4)	Facilities, Resource Stewardship
	2.	A. Provided assistance and resources for the Grand Opening/Ribbon Cutting Ceremony for the new Lake Jackson Branch Library and New Community Center facilities. (Q1, EC1)	Facilities, Library Services
		B. Spearheaded the design and construction of the Lake Jackson Community Center scheduled to begin construction September 2012 and actively participated, provided resources and assistance for the Grand Opening/Ribbon Cutting Ceremony with November 2012 completion date. (Q1, EC1)	Facilities, Parks & Recreation
	3.	A. Actively participated and interacted in all public workshops on the redevelopment of the Huntington Oaks Plaza to address the general public's informational needs. (EC1, Q1)	Facilities, PLACE
		B. Continued to provide updated and accurate information to County Administration and the Board of County Commissioners regarding the status of the redevelopment and completion process for the Huntington Oaks Plaza. (EC1, Q1)	Facilities, PLACE
		C. Spearheaded the design and construction of sidewalks, a driveway, parking lot, and bus stop at the Huntington Oaks Plaza to create a Sense of Place. (EC1, Q1)	Facilities, PLACE
	4.	Spearheaded the construction process for the Public Safety Complex (EC2,Q2)	
	5.	A. Provided updated and accurate information to County Administration and the Board of County Commissioners as to the development and construction process for the Public Safety Complex. (EC2, Q2)	Facilities, COT
		B. Provided assistance and resources for the Grand Opening/Ribbon Cutting for Public Safety Complex. (EC2, Q2)	Facilities, COT
		C. Developed, implemented, and monitored an operating expense budget for the Public Safety Complex facilities as part of the annual budget. (EC2, Q2)	Facilities, COT, OMB
	6.	A. Provided Board with a status report regarding County-owned real estate. (EC2,Q2)	Facilities
		B. Provided a list of County-owned properties appropriate for affordable housing. (G5)	
	7.	A. Continue to provide and maintain facilities for the Board, Constitutional Officers, and the Courts. (G5)	Facilities, County Departments
		B. Strategically develop, design and implement an annual survey with involvement by customers in regards to planning and scheduling building renewal and replacement schedules within each County building and office. (G1, G2, G5)	Facilities
		C. Major Maintenance/improvements planned consist of: refurbishing the concrete area and replacing front door at the Main Library located on Call Street.; Life Safety improvements in the Bank of America building with stairwell pressurization; revolutionize more energy efficient elevator equipment for Elevators 1 and 2 at the Leon County Courthouse; roof replacement at the Community Service building located at Appleyard Drive; construct energy upgrades to HVAC and lighting systems at Huntington Oaks Plaza. (G1, G2, G5)	Facilities
Performance Measures	Q1	Percent of Work Orders opened for Preventative Maintenance.	Pg. 1-93
	Q1,Q2	Percent of Work Orders closed within the year.	Pg. 1-93
	G2,G4	Percent of Field Work Force converted to Mobile Technology Interface.	Pg. 1-93
	EC1,EN4	Percent of Square Footage for which Annual Facility Surveys Completed.	Pg. 1-93

Leon County Government

FY 2016 Annual Performance and Financial Report

DEPARTMENT
Resource Stewardship**DIVISION**
Facilities Management**PROGRAM**
General Operations**GOAL**

The goal of the Division of Facilities Management is to serve the citizens of Leon County and occupants of County facilities through the provision of professional maintenance, repair, and operating services; in order to provide clean, safe and fully-functional County facilities.

PROGRAM HIGHLIGHTS

1. Installed thirteen new remote heat pumps and air handlers at the Southside Health Department. The new units will run more efficiently, more quietly, and require less maintenance and can be monitored and adjusted remotely.
2. Collaborated with the Main Library in the removal of a historical oak tree. As an alternative of removing the tree, the base of the tree was transformed into a wood sculpture.
3. Refreshed the exterior of the Amtrak building with the assistance of a grant through the Community Redevelopment Agency. Facilities Management painted the exterior of the building for the Amtrak Train site visit.
4. Renovated new office space for the Warrants Division at the Leon County Government Annex building.
5. Renovated new office space for Human Resources within the Leon County Government Annex building.
6. In preparation of the 25th Anniversary celebration of the main library, Facilities Management painted and replaced carpet on the 2nd and 3rd floors of the main library, replaced all lighting and retiled the stairways of the main atrium.
7. Assisted with the review of historical sewer overcharges for leachate at the Solid Waste Management Facility, resulting in significant cost recovery.

BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G5	1. Repair and Maintenance cost per Square Foot – In-house	\$2.08 sq. ft.	\$2.02 sq. ft.
G5	2. Repair and Maintenance cost per Square Foot – Contracted	.98 sq. ft.	.78 sq. ft.
G2, G5	3. % Internal Customers rating Facilities Management responding promptly to needs	95%	95% mean 96% median

Benchmark Sources: International Facilities Management Association (IFMA); International City Management Association (ICMA) Center for Performance Management. Ratios are based on (RSF) rentable square ft.

PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2015 Actuals	FY 2016 Estimate	FY 2016 Actual
Q2, EC2	1. \$ volume of capital projects managed in millions	\$4.3	\$9.9	\$4.1
Q1, Q2	2. # of work orders opened	16,450	20,226	14,496
Q1	3. % of work orders opened for preventative maintenance	71%	79%	66%
Q1, Q2	4. % of work orders closed within the year	89%	98%	93%
EC1, Q1, Q24	5. % of square footage for which annual facility surveys completed	7%	76%	n/a
G2, G4	6. % of field workforce converted to mobile technology interface	17%	50%	25%
Q2, EC2	7. Total square footage of County facilities maintained	1,568,567	1,573,762	1,573,274
Q1, Q2	8. # of work orders opened for set-ups/take-down and special events/projects	81	93	92

PERFORMANCE MEASUREMENT ANALYSIS

1. Total CIP budget for Facilities Management in FY 16 was \$12 million, however, due to the reorganization of Resource Stewardship, some of these CIP projects have been realigned to the newly formed Public Works, Construction Management Program.
2. Slight drop in work orders in FY16 attributed to more intense work order requests, such as minor renovations and moves due to the reorganization of some departments.
3. The percentage of preventative maintenance work orders was below the FY16 estimate due to the more intense minor renovations, moves, and event planning which competes with routine scheduled maintenance.
4. Staff exceeded the percentage of closing work orders by 4% based on FY15 actuals.
5. Facility surveys were not conducted this year due to the reorganization of Resource Stewardship and are not planned for the future.
6. Facilities Management work groups have been provided laptops; MIS is currently working on a solution to provide the field staff with a simplified approach to initiate service requests and complete work orders remotely.
7. The total square footage increase reflects additional space for the Supervisor of Elections
8. Support for set-ups and take-downs of special events and projects continue to increase in frequency and breadth.

FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-150-519/001-410-529/165-154-159/166-155-519

	FINANCIAL				STAFFING*		
	FY 2016 Adj. Budget	FY 2016 Actual	FY 2017 Budget		FY 2016 Adopted	FY 2016 Actual	FY 2017 Budget
Personnel	2,725,906	2,663,221	2,426,447	Full Time	39.00	39.00	33.00
Operating	6,435,476	5,699,373	6,865,912	OPS	0.00	0.00	0.00
Transportation	101,225	95,742	103,150				
Capital Outlay	10,000	10,000	10,000				
TOTAL	9,272,607	8,468,336	9,405,509	TOTAL	39.00	39.00	33.00

*Note: Reflects position realignments associated with the County Administrator's reorganization effective April 2016.



Fiscal Year 2016 Annual Performance and Financial Report

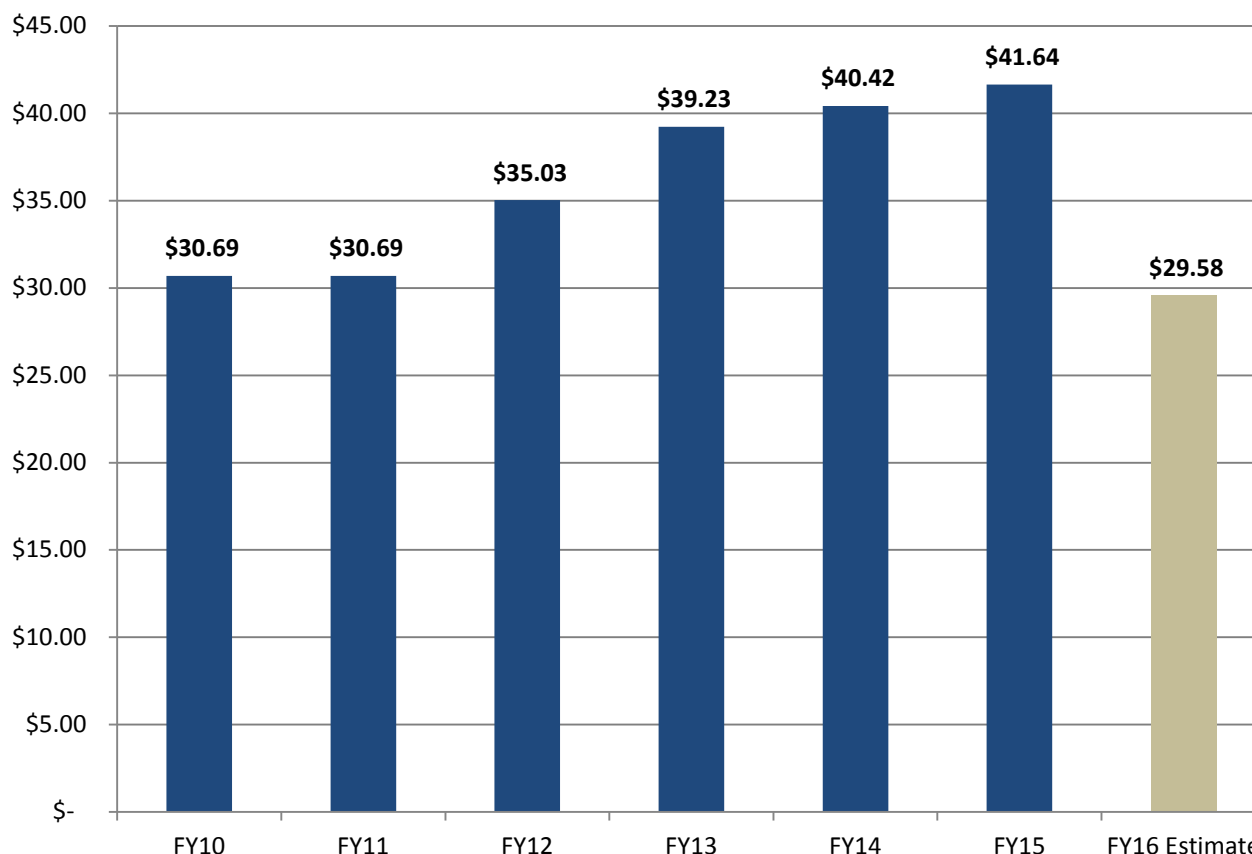
MAJOR REVENUE SUMMARY

Total FY16 budgeted revenues shown below represents approximately 79% of all FY16 budgeted County revenues. (1)

Revenue Source	FY15 Actual	FY16 Budget	FY16 Actual	FY15 Actuals vs. FY16 Actuals	FY16 Budget vs. FY16 Actuals
Ad Valorem Taxes (2)	110,715,168	113,884,423	114,506,192	3.4%	0.5%
Stormwater Fees (3)	3,224,838	3,372,130	3,318,864	2.9%	-1.6%
State Revenue Sharing (4)	5,202,414	5,054,000	5,324,185	2.3%	5.3%
Communication Serv. Tax (5)	3,499,854	3,580,550	3,317,387	-5.2%	-7.3%
Public Services Tax (6)	5,902,063	6,068,401	7,487,719	26.9%	23.4%
State Shared Gas Tax	4,048,969	3,873,150	4,176,558	3.2%	7.8%
Local Option Gas Tax (7)	7,846,437	7,739,650	8,168,909	4.1%	5.5%
Local 1/2 Cent Sales Tax (4)	11,863,075	11,857,900	12,176,997	2.6%	2.7%
Local Option Sales Tax (4)	4,051,442	4,054,600	4,184,349	3.3%	3.2%
Local Option Tourist Tax (8)	4,987,181	4,607,500	5,073,340	1.7%	10.1%
Solid Waste Fees (9)	8,575,580	8,041,997	8,919,092	4.0%	10.9%
Building Permits Fees (10)	1,488,241	1,579,090	2,081,028	39.8%	31.8%
Environmental Permit Fees (11)	994,342	1,390,610	1,234,553	24.2%	-11.2%
Ambulance Fees (12)	9,833,735	9,621,600	10,676,942	8.6%	11.0%
Probation and Pre-Trial Fees (13)	893,793	891,955	819,973	-8.3%	-8.1%
Court Facilities Fees (14)	936,585	950,000	898,780	-4.0%	-5.4%
Fire Services Fee (15)	7,185,839	6,808,662	7,272,436	1.2%	6.8%
Interest Income - GF/FF (16)	662,283	553,375	847,468	28.0%	53.1%
Interest Income - Other (16)	1,178,710	554,541	1,312,150	11.3%	136.6%
TOTAL:	\$ 193,090,549	\$ 194,484,134	\$ 201,796,922	4.5%	3.8%

Notes:

- (1) The percentage is based on all County revenues net of transfers and appropriated fund balance.
- (2) Ad Valorem revenue is generated from property taxes. The revenue increase indicates that while the millage rate has remained level at 8.3144, a rise in property value is generating increased collections.
- (3) The fee is used to support stormwater facility maintenance and operation; fund the Stormwater Engineering Section to plan, design, and construct stormwater treatment and flood prevention projects; to investigate drainage problems; to ensure Leon County compliance with state, federal, and local stormwater permits; and to monitor water quality in County lakes. Decrease in FY16 budget compared to FY16 actuals is due to credit adjustments to the fees allowed by code after the adoption of the budget.
- (4) The 1/2 Cent Sales Tax and State Revenue Sharing are both State shared revenues supported by state and local sales tax collections. Overall, local sales tax transactions have been higher, indicating a continued economic recovery.
- (5) Statewide the Communication Service Tax has been in decline the past four years. Initially, Leon County was not following the trend; however, the current fiscal year shows the decline beginning to affect Leon County and is anticipated to continue in FY 2017.
- (6) Significant increase due to completion of repayment to the City of Tallahassee for previous overpayments to the County and a correction to the calculation of the tax on Talquin electric customer billings.
- (7) Improving economic conditions, low fuel prices have caused an increase in fuel consumption, reflecting an increase in gas tax revenue.
- (8) Modest increase in the Local Option Tourist Tax due to the early legislative session in FY16.
- (9) The solid waste fee includes the Non Ad Valorem assessment paid on the property tax bill, the transfer station tipping fees, and other solid waste fees; such as the rural waste center.
- (10) As the construction market continues to rebound in the current economy, an increase in new construction and commercial permits is being seen, resulting in an increase in revenue for FY16.
- (11) As economic conditions continue to improve in the development/construction industry, development approval and environmental permit revenue is continuing to rebound.
- (12) The collections-to-actual billings dropped from 41% to 36% in FY13, and then 32% of total billings in FY15. The collections-to-actual billings for FY16 is 31%. Revenue collection continues to increase due to the increase in total billings in FY16.
- (13) The decrease in revenue for the Probation/Pre-Trial program is attributed to the continued issuance of fee waivers.
- (14) Court Facilities fees have decreased due to a continued decline in the issuance of traffic tickets.
- (15) The fire services fee was implemented in FY10. Revenues shown reflect collections by the City of Tallahassee and non ad valorem assessments placed on the County tax bill. Reported amounts represent delinquent accounts that have been transferred from quarterly billing to tax bills accounting for the increase in YTD collections.
- (16) An improved economy has assisted in providing positive returns on the short term managed investment portfolio over the performance of the previous fiscal year.

GENERAL FUND/FINE AND FOREITURE – FUND BALANCE**General/Fine and Forfeiture Fund Balance (Millions)****General/Fine and Forfeiture Fund Balance:**

Fund Balance is maintained for cash flow purposes, as an emergency reserve and a reserve for one-time capital improvement needs. In addition, the amount of fund balance is used by rating agencies in determining the bond rating for local governments. The Leon County Reserves Policy requires fund balances to be between a minimum of 15% and a maximum of 30% of operating expenditures. The unaudited year ending fund balance for FY16 is \$29.58 million. This reflects 22% of FY16 operating expenditures.

In order to be in compliance with the Leon County Reserves Policy minimum and maximum levels, the FY16 General/Fine and Forfeiture Fund Balance would have to remain between \$20.6 million and \$41.3 million. At year end, the fund is 7% above the policy maximum.

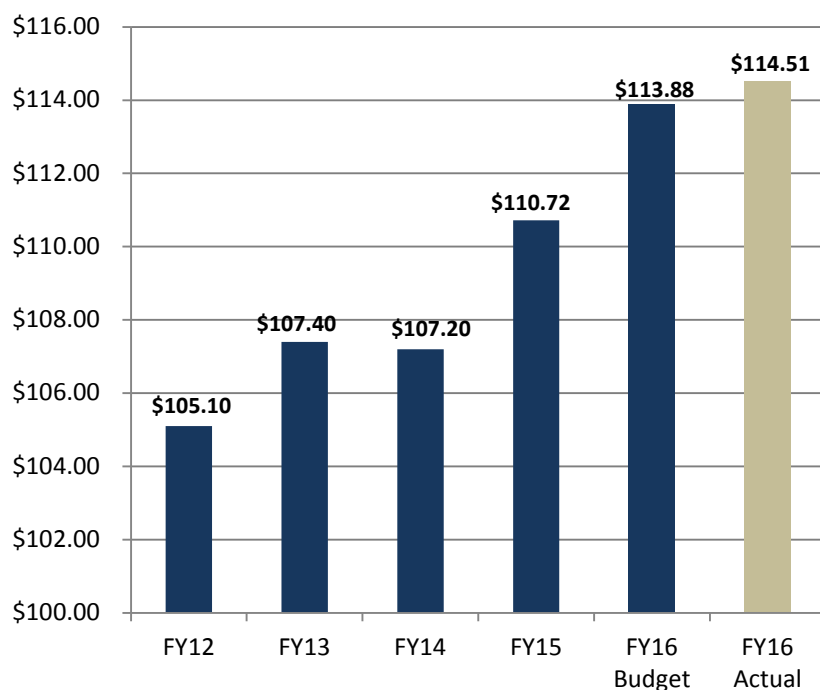
The year ending fund balance for the General and Fine and Forfeiture Funds includes excess fees returned from the Constitutionals in the amount of \$1,624,542. The FY 2016 fund balance is lower than FY 2015 in part due to a sweep of \$9.6 million in fund balance to capital improvement projects in FY 2016, and the expenditure of the Catastrophe Fund associated with debris removal from Hurricane Hermine.

Leon County Government

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AD VALOREM TAXES

Fiscal Year Actuals & Projects (Millions)



Background:

Ad Valorem Taxes are derived from all non-exempt real and personal properties located within Leon County. The non-voted countywide millage rate is constitutionally capped at 10 mills (Article VII, Section 9(a) and (b)).

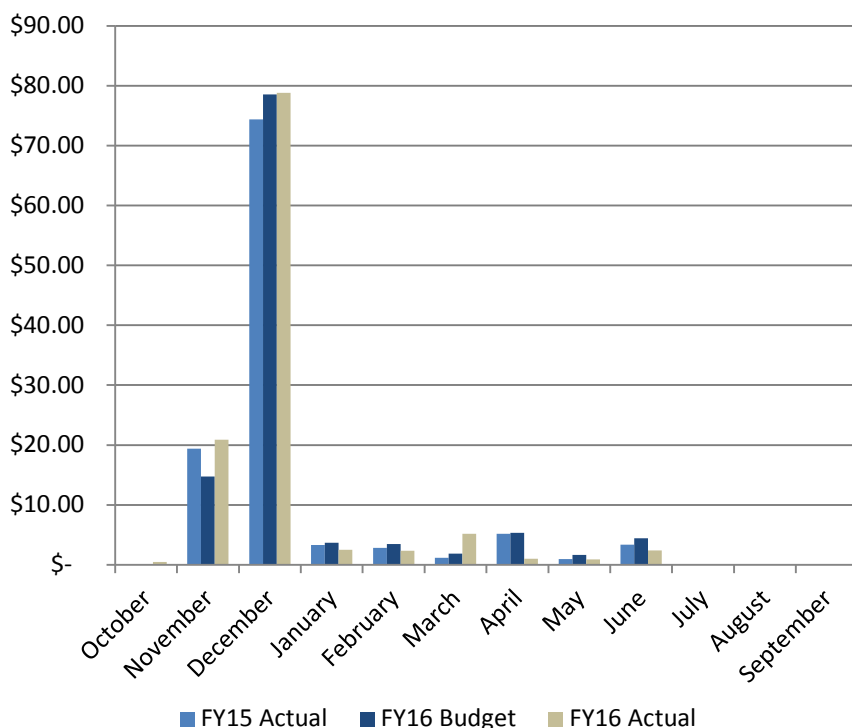
The amounts shown are the combined General Fund and Fine and Forfeiture Fund levies.

Trend:

In January 2008 a constitutional amendment was passed that established restrictions on property valuations, such as an additional \$25,000 homestead exemption and Save Our Homes tax portability. These restrictions will limit future growth in ad valorem taxes. Trend shows a slow recovery in property values from the low in FY12. Actual Ad Valorem taxes collected in FY16 were 0.5% higher than budgeted and 3.4% higher than FY15 actuals.

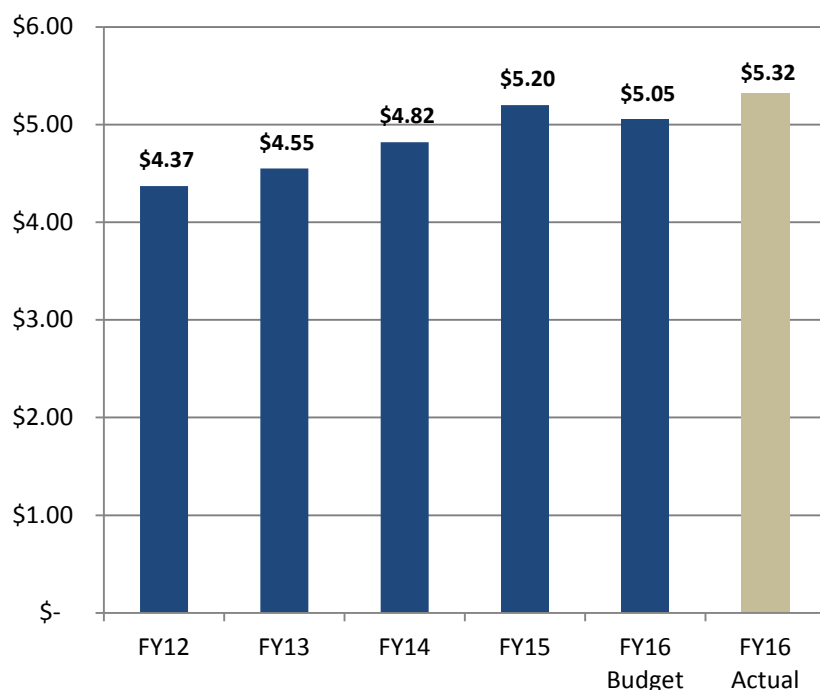
FY15 Actual: \$110,715,168
FY16 Budget: \$113,884,423
FY16 YTD Actual: \$114,506,206

Monthly Totals: Budget vs. Actuals (Millions)

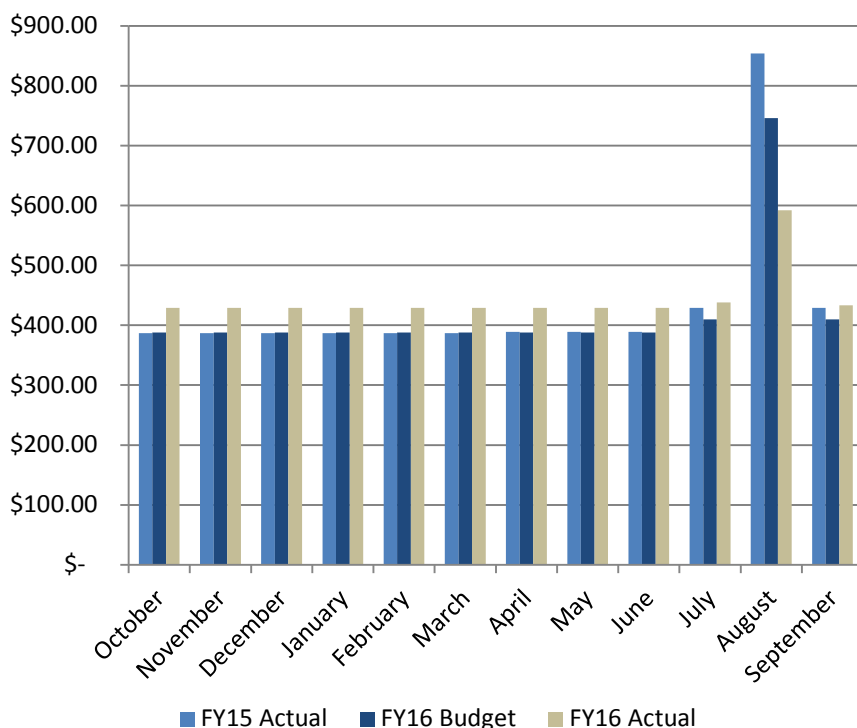


Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

STATE REVENUE SHARINGS TAX**Fiscal Year Actuals & Projections (Millions)****Background:**

The Florida Revenue Sharing Act of 1972 was an attempt by the Legislature to ensure a minimum level of parity across units of local government when distributing statewide revenue. Currently, the Revenue Sharing Trust Fund for Counties receives 2.9% of the net cigarette tax collections and 2.25% of sales and use tax collections. On July 1, 2004, the distribution formula reduced the County's share to 2.044% or a net reduction of approximately 10%. The sales and use tax collections provide approximately 96% of the total revenue shared with counties, with the cigarette tax collections making up the small remaining portion. These funds are collected and distributed on a monthly basis by the Florida Department of Revenue.

Monthly Totals: Budget vs. Actuals (Thousands)**Trend:**

Leon County collected increasing state revenue sharing taxes from the recession, indicating a growing confidence in consumer spending, which has continued through FY16. In FY16 the County collected 5.3% higher State Revenue Sharing Tax compared the budgeted amount, and 2.3% higher than FY15 actuals. The spike in revenue reflected in August is associated with the annual true up of collections provided to counties.

The State Revenue Estimating Conference has continued to forecast modest positive growth in FY17 and the out-years.

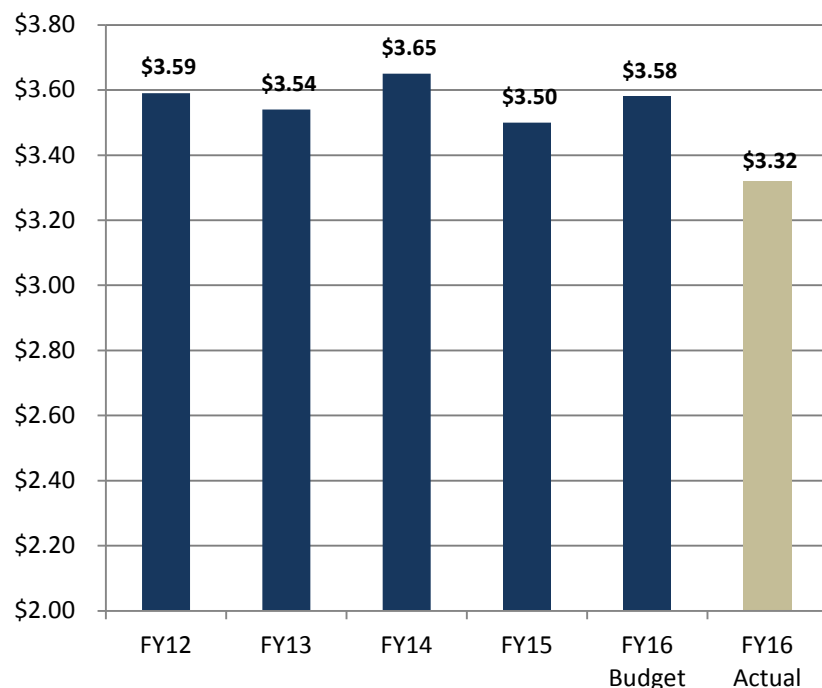
FY15 Actual: \$5,202,414

FY16 Budget: \$5,054,000

FY16 Actual: \$5,324,185

Leon County Government

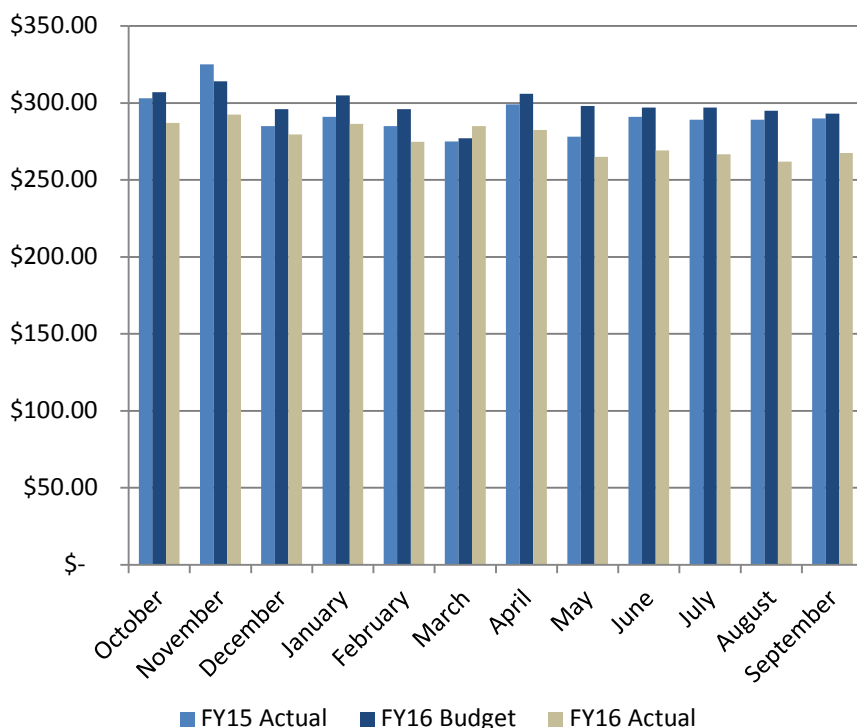
Fiscal Year 2016 Annual Performance and Financial Report

COMMUNICATION SERVICES TAX**Fiscal Year Actuals & Projections (Millions)****Background:**

The Communication Services Tax combined seven different State and local taxes or fees by replacing them with a two tiered tax, each with its own rate. These two taxes are (1) The State Communication Services Tax and (2) The Local Option Communication Services Tax. The County correspondingly eliminated its 5% Cable Franchise Fee and certain right of way permit fees. Becoming a Charter county allowed the County to levy at a rate of 5.22%. This rate became effective in February of 2004.

Trend:

In December 2008, the County received a \$2.5 million audit adjustment from the State, distributed in the form of a \$1.3 million lump sum payment in December of FY09 with the remainder prorated in equal monthly payments of \$33,429 from February 2009 until December 2012. These monthly adjustment payments have been contemplated in the budget graph, accounting for the higher than expected revenue figures in FY12.

Monthly Totals: Budget vs. Actuals (Thousands)

Statewide the CST has been in decline the past four years. Initially, Leon County was not following the trend; however, FY16 actuals have declined by 7.3% compared to the amount budgeted, and 5.2% less to FY15 actuals.

FY15 Actual: \$3,499,854

FY16 Budget: \$3,580,550

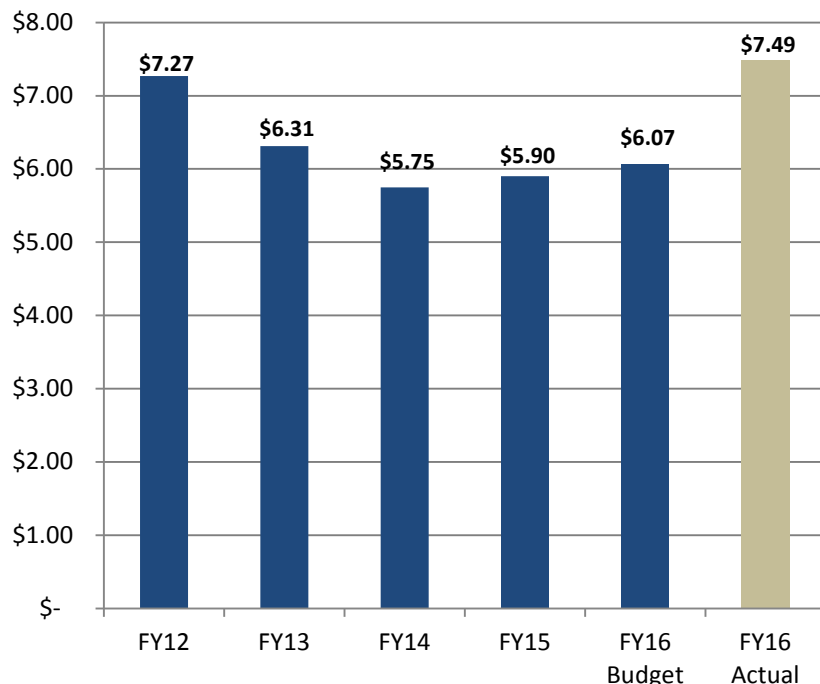
FY16 Actual: \$3,317,387

Leon County Government

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PUBLIC SERVICES TAX

Fiscal Year Actuals & Projections (Millions)



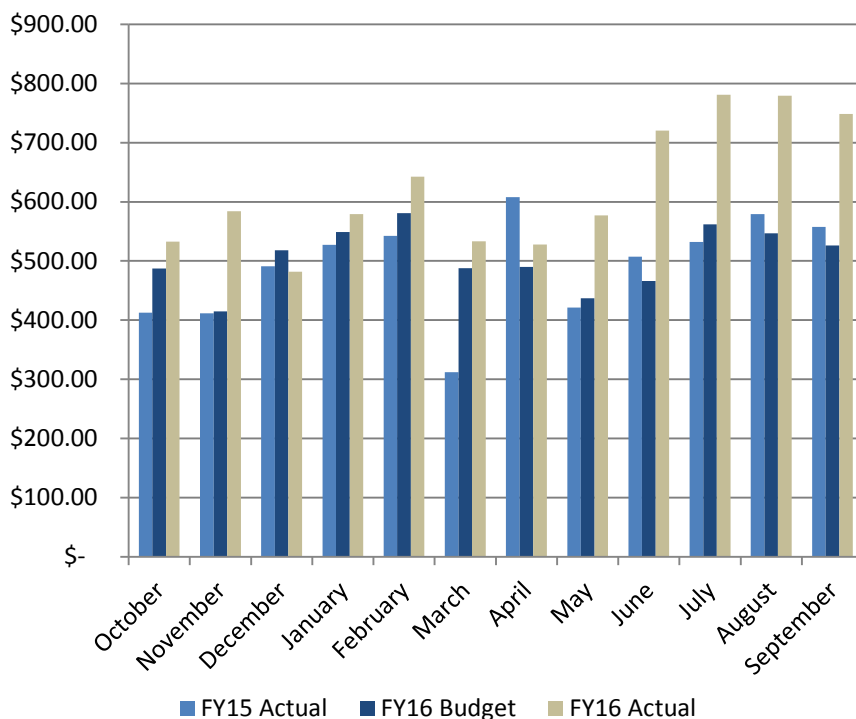
Background:

The Public Services Tax is a 10% tax levied upon each purchase of electricity, water, and metered or bottled gas within the unincorporated areas of the County. It is also levied at \$0.04 per gallon on the purchase of fuel oil within the unincorporated areas of the County. This tax became effective on October 1, 2003.

Trend:

Due to its consumption basis, this tax is subject to many variables including rates and usage. Revenues have steadily trended upward since FY09; however, in 2013 the City of Tallahassee determined it had incorrectly overpaid \$2.1 million on the electric portion of the tax for the past three years. As such, future year's revenue projections reflect the payback of these revenues through withholding over a three year period. The payback began in March 2013 and ended in March 2016.

Monthly Totals: Budget vs. Actuals (Thousands)



The Public Services Tax (PST) is anticipated to generate an additional \$1.42 million in FY16 specifically in the electric PST. The increase is due to two reasons: 1) The end of a three year repayment schedule to the City of Tallahassee of \$2.1 million for over payment of the electric PST to the County from FY10 – FY13; and 2) a correction to the calculation of the tax on Talquin electric customer billings.

FY15 Actual: \$5,902,063

FY16 Budget: \$6,068,401

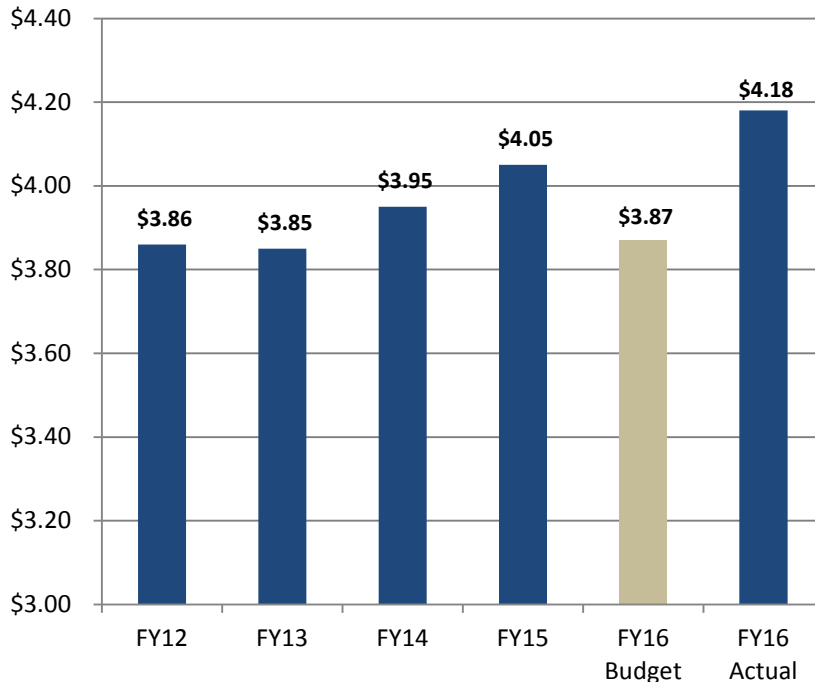
FY16 Actual: \$7,487,719

Leon County Government

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STATE SHARED GAS TAX

Fiscal Year Actuals & Projections (Millions)



Background:

The State Shared Gas Tax consists of two discrete revenue streams: County Fuel Tax and the Constitutional Gas Tax. These revenues are all restricted to transportation related expenditures (Florida Statutes 206 and others). These revenue streams are disbursed from the State based on a distribution formula consisting of county area, population, and collection.

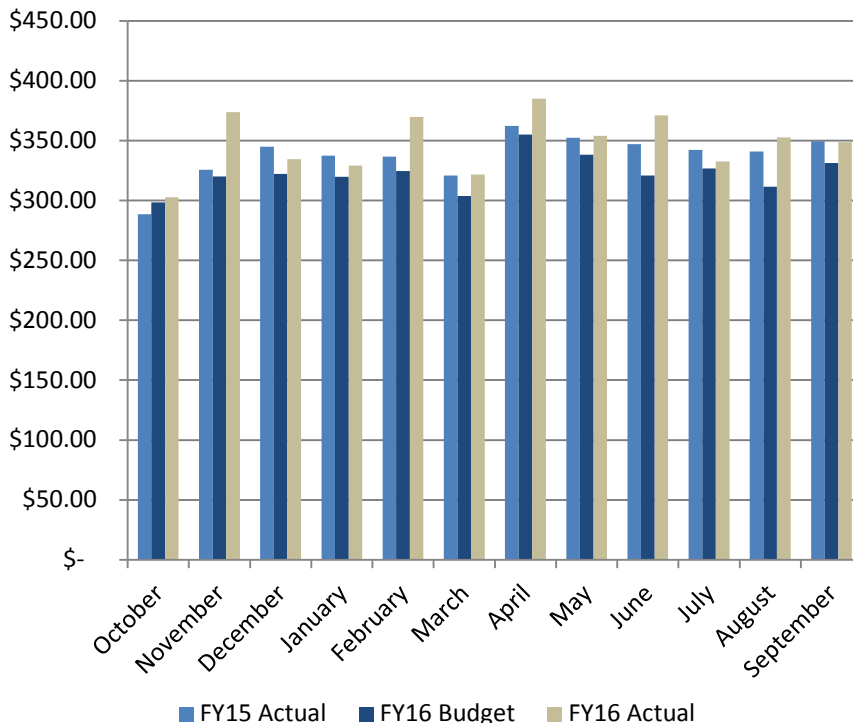
Trend:

This is a consumption based tax on gallons purchased. Prior to FY11 there was modest growth in this revenue stream. Decreased fuel consumption due to the recession, more fuel efficient vehicles coupled with high fuel costs caused a leveling trend in gas tax revenue over the past few years.

In FY16, Leon County collected 7.8% higher State Shared Gas taxes compared to the budgeted amount, and 3.2% higher than FY15 actuals. This is due to lower gas prices, which has led to fuel consumption returning to pre-recession levels.

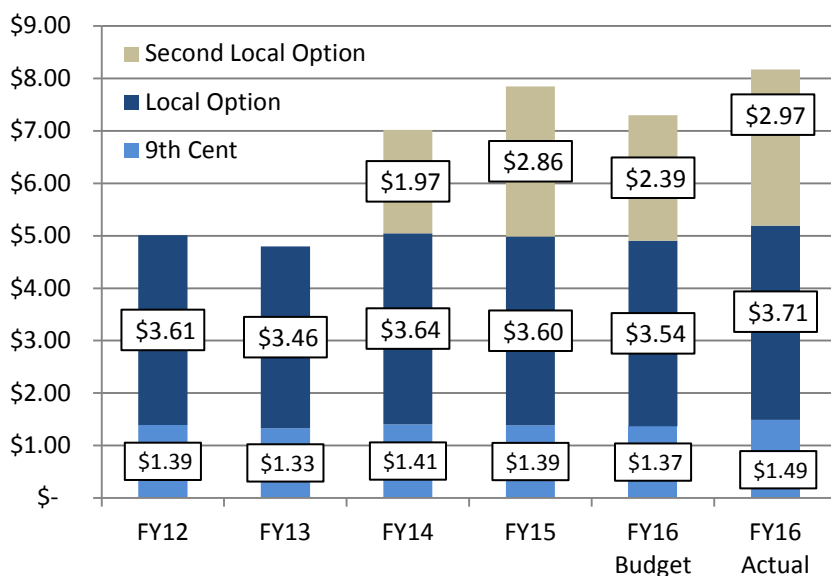
FY15 Actual: \$4,048,969
FY16 Budget: \$3,873,150
FY16 Actual: \$4,176,558

Monthly Totals: Budget vs. Actuals (Thousands)



Leon County Government

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LOCAL OPTION GAS TAX**Fiscal Year Actuals & Projections (Millions)****Background:**

9th Cent Gas Tax: This tax was a State imposed 1 cent tax on special and diesel fuel. Beginning in FY02, the County began to levy the amount locally on all fuel consumption.

Local Option Gas Tax: This tax is a locally imposed 6 cents per gallon tax on every net gallon of motor and diesel fuel. Funds are restricted to transportation related expenditures. In September 2013, the County and City amended the Inter-local Agreement, which authorizes the extension of 6 cents gas tax, with an allocation of 50/50 between the County and the City, being effect from October 1, 2015. This tax will not sunset until FY 2045.

2nd Local Option: On September 10, 2013, the Board approved levying an additional five-cent gas tax, to be split with the City 50/50. Beginning in January 2014, the County began to levy this tax on all motor fuel consumption in Leon County.

The amounts shown are the County's share only.

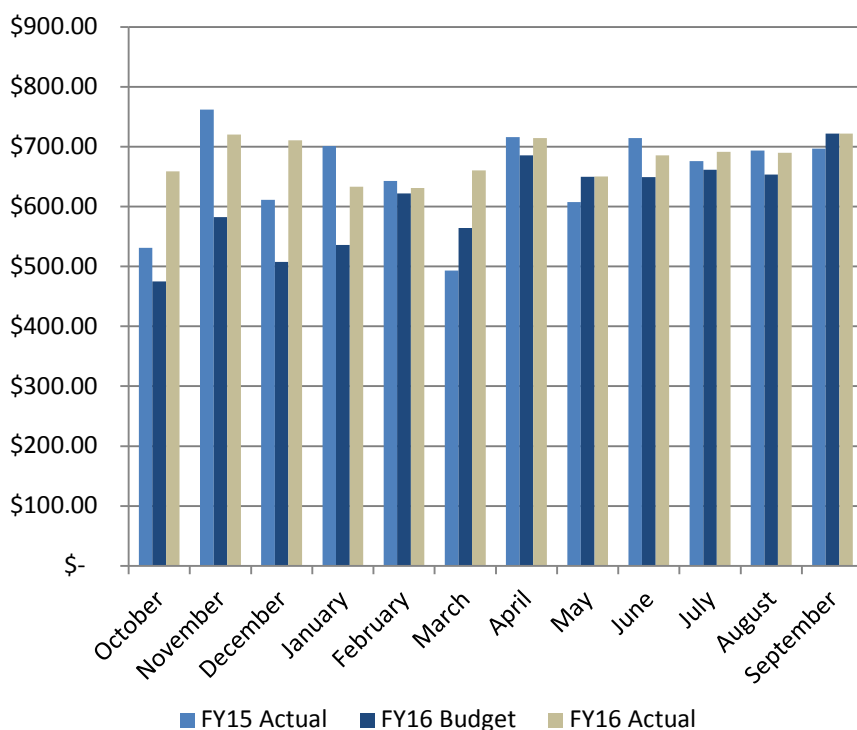
Trend:

This is a consumption based tax on gallons purchased. Since FY11, revenues have remained moderately flat due to higher gas prices, which led to the moderation on fuel consumption. In FY14, Leon County collected higher amount of gas tax revenue than FY 13 due to the new 2nd local option 5-cent gas tax. FY16 collections are higher than the previous year due to improving economic conditions and low gas prices, which has caused an increase in consumption. FY16 collections are 5.5% higher than budgeted, and 4.1% higher than FY15 actuals.

FY15 Actual: \$7,846,438

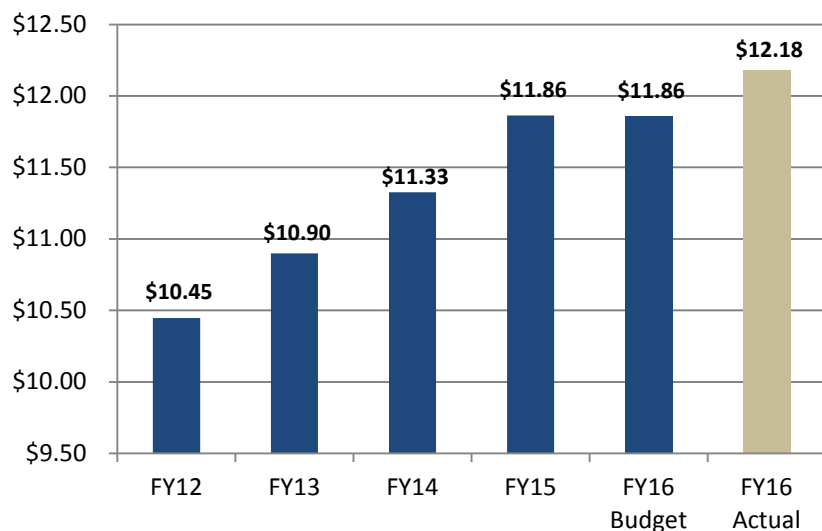
FY16 Budget: \$7,739,650

FY16 Actual: \$8,168,909

Monthly Totals: Budget vs. Actuals (Thousands)

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LOCAL GOVERNMENT HALF CENT SALES TAX**Fiscal Year Actuals & Projections (Millions)****Background:**

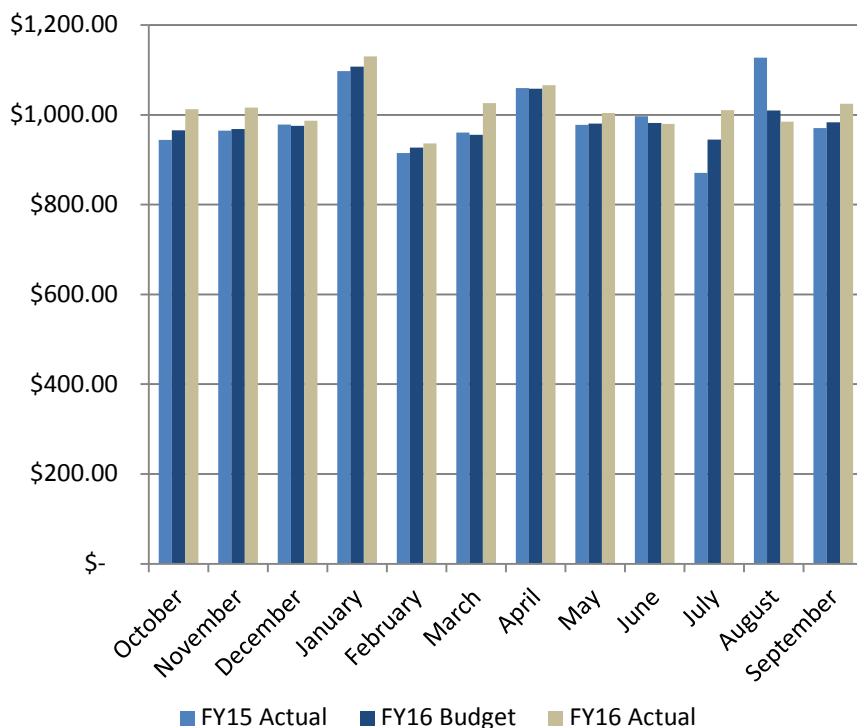
The Local Government 1/2 Cent Sales Tax is based on 9.653% of net sales tax proceeds remitted by all sales tax dealers located within Leon County. On July 1, 2004, the distribution formula reduced the County's share to 8.814% or a net reduction of approximately 9.5%. The revenue is split 56.6% County and 43.4% City based on a statutory defined distribution formula (Florida Statutes Part VI, Chapter 218). On April 9, 2015, the House approved the House Tax Cut Package, HB 7141, which changed the formula, but there is no impact to the portion of Local Government 1/2 Cent Sales Tax.

The amounts shown are the County's share only.

Trend:

Sales tax revenue declined from FY09 to FY11, a trend that ended in FY12. Since FY12 this revenue has trended upward. FY 16 actuals are 2.7% higher than budgeted amounts and 2.6% higher than FY15 actuals.

FY15 Actual: \$11,863,075
 FY16 Budget: \$11,857,900
 FY16 Actual: \$12,176,997

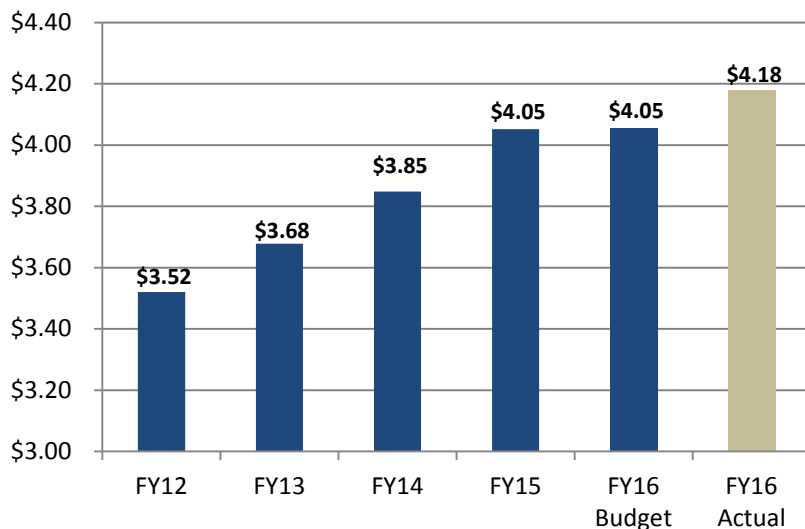
Monthly Totals: Budget vs. Actuals (Thousands)

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LOCAL OPTION SALES TAX

Fiscal Year Actuals & Projections (Millions)



Background:

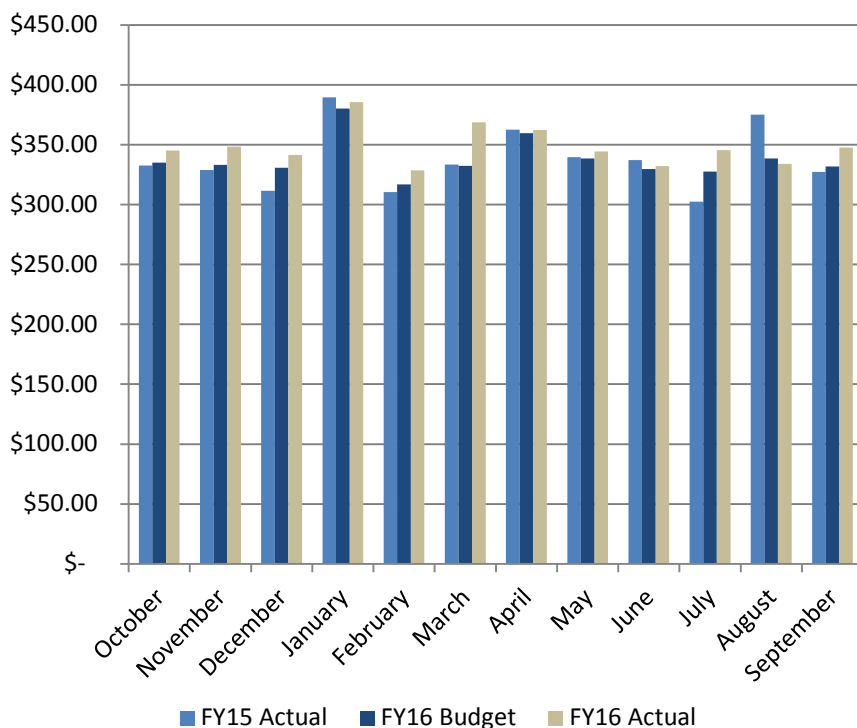
The Local Option Sales Tax is a 1 cent sales tax on all transactions up to \$5,000. In a November 2000 referendum, the sales tax was extended for an additional 15 years beginning in 2004. In a November 2014 referendum, the sales tax was extended for another 20 years beginning in 2019. The revenues are distributed at a rate of 10% to the County, 10% to the City, and 80% to Blueprint 2000.

The amounts shown are the County's share only.

Trend:

Leon County collected a slightly higher amount of local sales tax than budgeted in FY16 and slightly higher than FY15 actuals. This indicates a recovering economy and an increase in consumer spending. The FY17 estimated budget continues the upward trend in expected consumer spending.

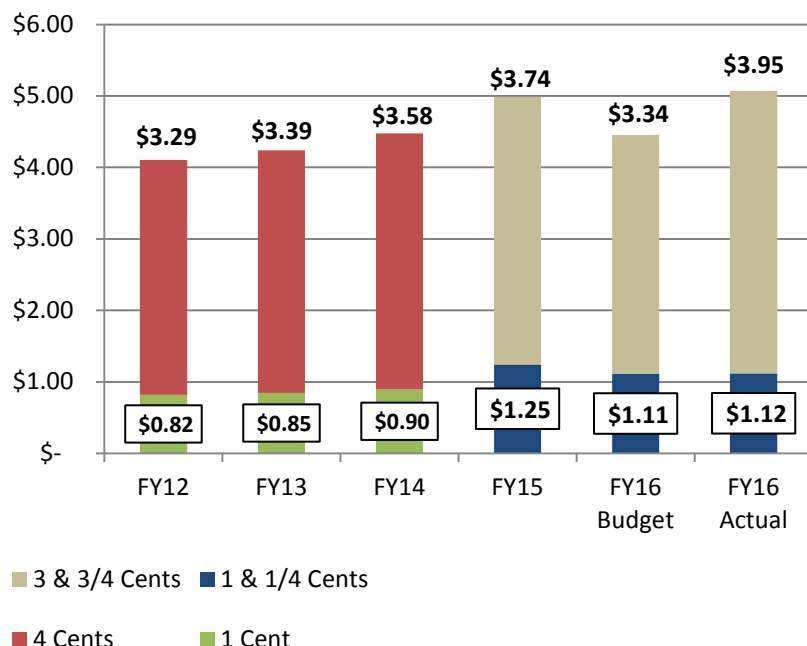
Monthly Totals: Budget vs. Actuals (Thousands)



FY15 Actual: \$4,051,442
FY16 Budget: \$4,054,600
FY16 Actual: \$4,184,350

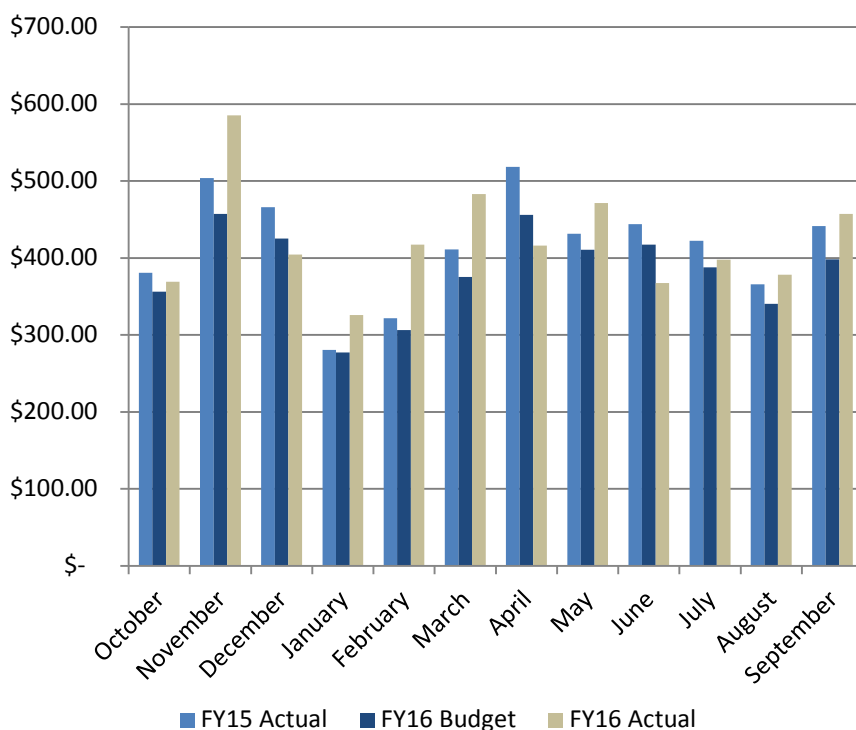
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LOCAL OPTION TOURIST DEVELOPMENT TAX**Fiscal Year Actuals & Projections (Millions)****Background:**

The Local Option Tourist Tax is a locally imposed 5% tax levied on rentals and leases of less than 6-month duration. This tax is administered locally by the Tax Collector. The funds are restricted to advertising, public relations, promotional programs, visitor services and approved special events (Florida Statute 125.014). On March 19, 2009, the Board approved to increase total taxes levied on rentals and leases of less than 6-month duration by 1%. The total taxes levied are now 5%. The additional 1% became effective on May 1, 2009 and is used for marketing as specified in the TDC Strategic Plan.

On December 9, 2014, the Board amended TDC ordinances and restated the Grant Funding Agreement with Council on Culture & Arts (COCA), reallocating the TDT dedicated to the COCA from approximately 1/2-cent TDT to a total 1 1/4-cent TDT beginning in FY15. And the 1/4-cent portion TDT will be used to support a capital grants program. The rest of 3 3/4-cent TDT will be distributed to support TDC marketing and promotions, beginning in FY15.

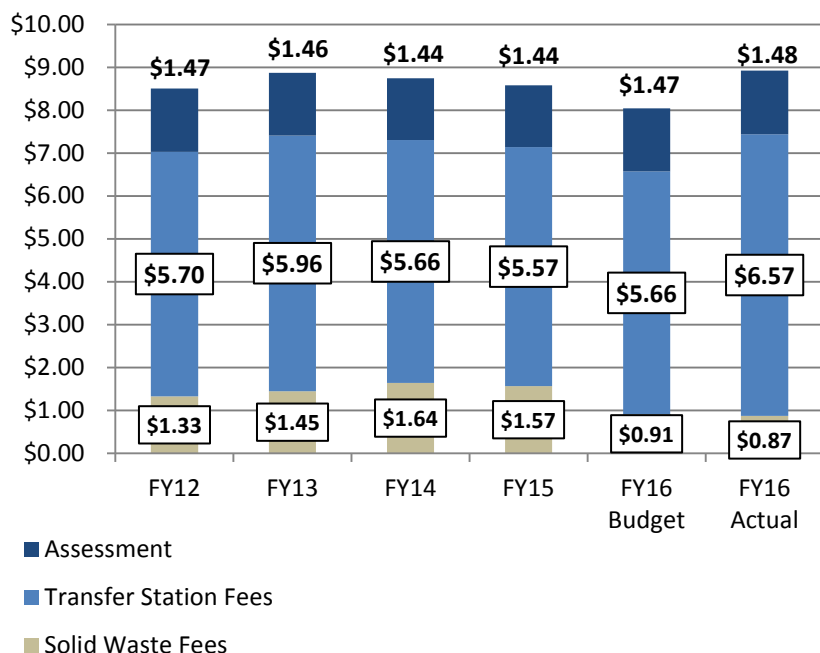
Monthly Totals: Budget vs. Actuals (Thousands)**Trend:**

Improved economic conditions allowed for an increase in tourist tax from FY12 to FY15. The additional one cent levied in May 2009, along with an increase in available rooms, increased rates, and an increase in the business travelers sector of the market contributed to the modest growth. Leon County collected 10.1% higher Tourist Development Taxes compared to the FY16 budget, and 1.7% higher than FY15 actuals.

FY15 Actual: \$4,987,181
 FY16 Budget: \$4,607,500
 FY16 Actual: \$5,073,340

Leon County Government

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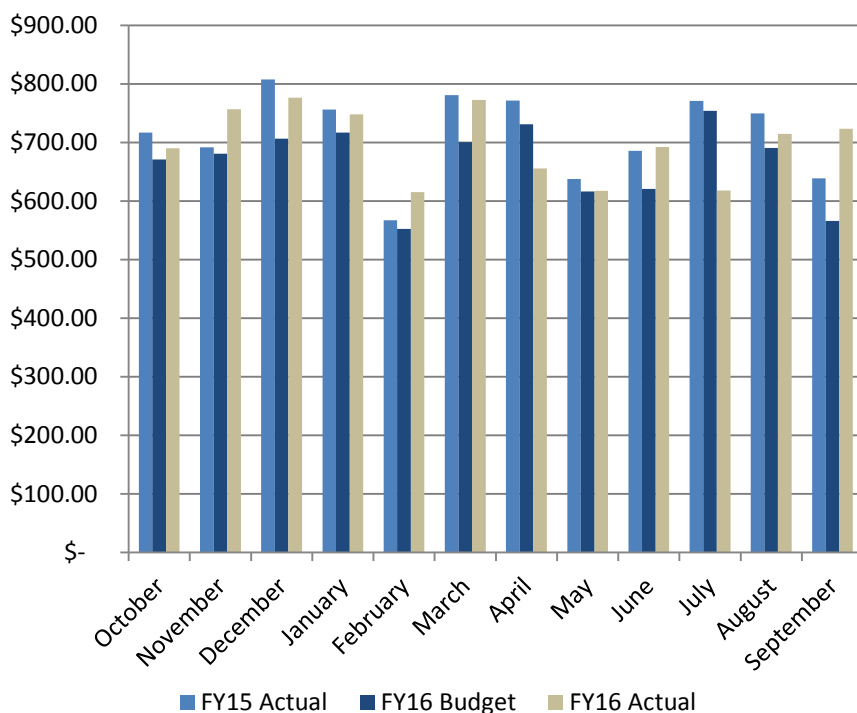
SOLID WASTE FEES**Fiscal Year Actuals & Projections (Millions)****Background:**

Solid Waste Fees are collected for sorting, reclaiming, disposing of solid waste at the County landfill and transfer station. Revenues collected will be used for the operation of all solid waste disposal sites.

In October 2008, the Board entered into a contractual agreement with Marpan Recycling. The Solid Waste Management Facility is no longer accepting Class I waste as of January 1, 2009. This contract caused a decline in revenues at the Solid Waste Management Facility. However, expenditures were adjusted to reflect the change in operations at the facility.

Trend:

Leon County established a reduced tipping fee in FY13 due to a reduction in hauling rates.

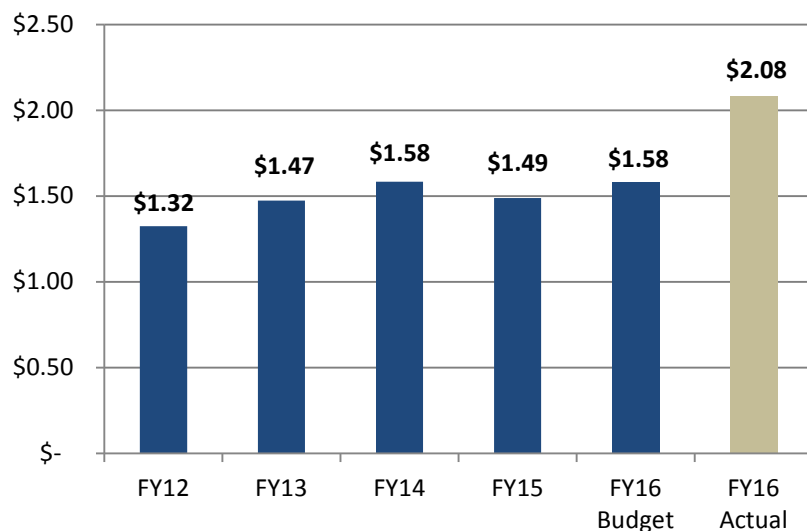
Monthly Totals: Budget vs. Actuals (Thousands)

FY16 actuals indicate an increase over the FY16 budget, with a 20.8% growth. This increase is due to Wakulla County again transporting solid waste to the transfer station, an increase in tonnage in commercial waste, and an increase in the tipping fee due to a higher fuel surcharge.

FY15 Actual: \$8,576,079
 FY16 Budget: \$8,041,997
 FY16 YTD Actual: \$8,919,092

Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

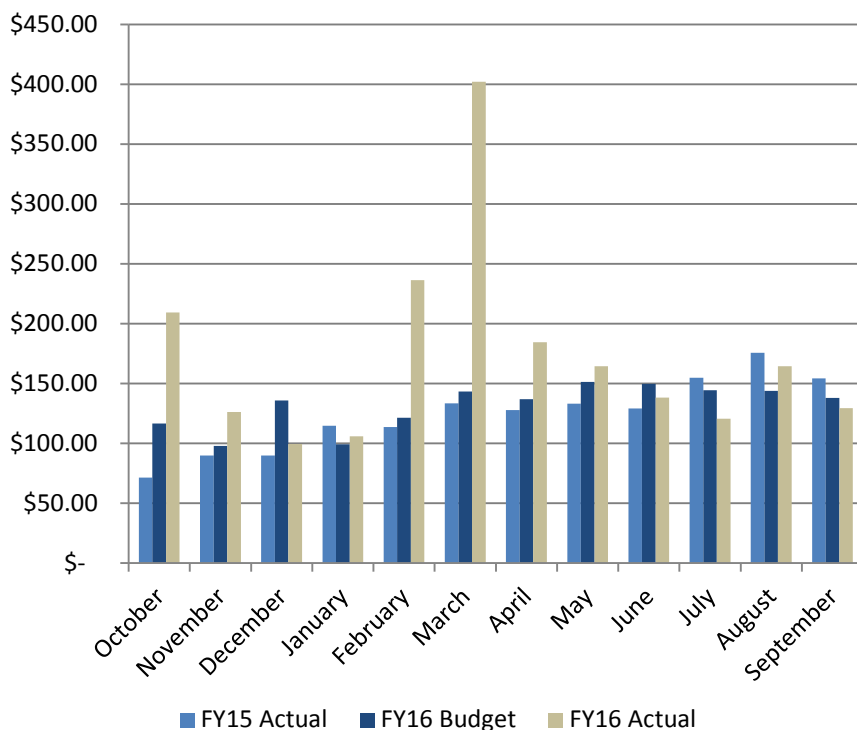
BUILDING PERMIT FEES**Fiscal Year Actuals & Projections (Millions)****Background:**

Building Permit Fees are derived from developers of residential and commercial property and are intended to offset the cost of inspections to assure that development activity meets local, State and federal building code requirements. The County only collects these revenues for development occurring in the unincorporated area. As a result of a fee study, the Board adopted the first revised fee study in more than ten years. The fee increase was implemented in three phases: 34% on March 1, 2007; 22% on October 1, 2007; and a final 7% on October 1, 2008.

Trend:

Increased commercial and home using construction indicate an improve economy. The revenue collections indicate a return to pre-recession levels. The spikes in October, February, and March collections are associated with the approval of larger commercial projects. FY16 collections are 39.8% higher than FY15 actuals and 31.8% higher than budgeted.

FY15 Actual: \$1,488,241
 FY16 Budget: \$1,579,090
 FY16 Actual: \$2,081,028

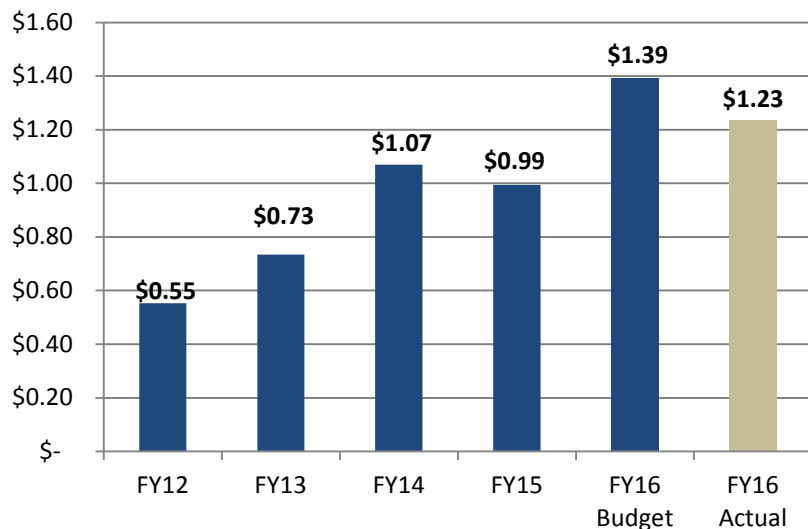
Monthly Totals: Budget vs. Actuals (Thousands)

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ENVIRONMENTAL PERMIT FEES

Fiscal Year Actuals & Projections (Millions)



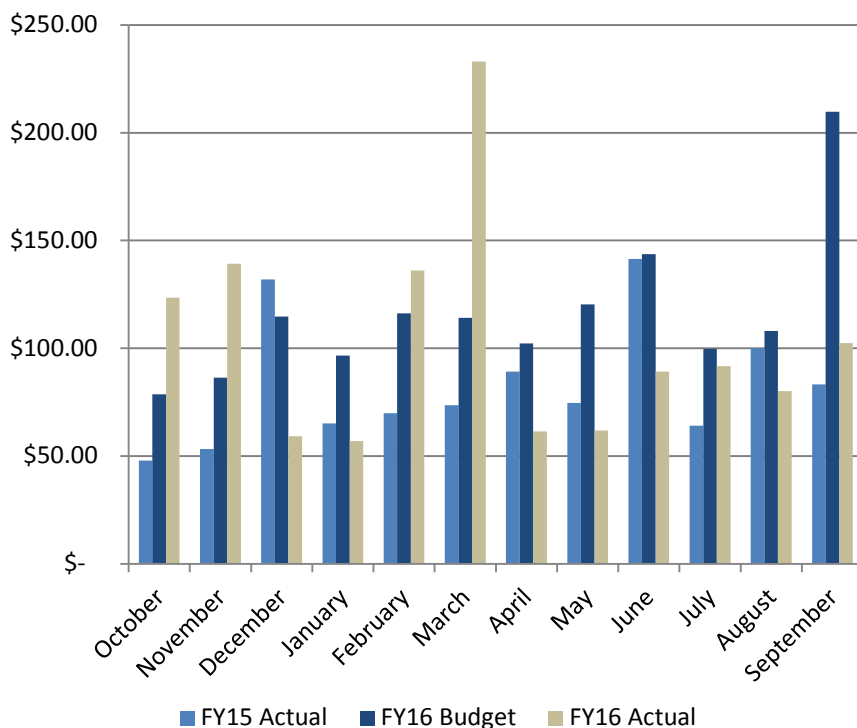
Background:

Environmental Permit Fees are derived from development projects for compliance with stormwater, landscape, tree protection, site development and zoning, and subdivision regulations. As a result of a fee study, the Board adopted a revised fee resolution effective October 1, 2006. On March 11, 2008 the Board approved an overall fee increase of 20% in addition to adopting new fees for Growth Management. The new fees were implemented immediately and the overall fee increase was effective as of October 1, 2008.

Trend:

Environmental Permit Fees experienced a sharp decrease correlating with the start of the economic downturn in FY09 and through FY12.

Monthly Totals: Budget vs. Actuals (Thousands)



Beginning in FY13, an increase in development permitting started. This trend continued into FY14. FY16 collections are 24.2% higher than FY15 collections. Actual FY16 revenue did not meet budgeted forecast due to fewer permit approval during the second half of the fiscal year. Spikes in October, February, and March collections are associated with the approval of large commercial projects.

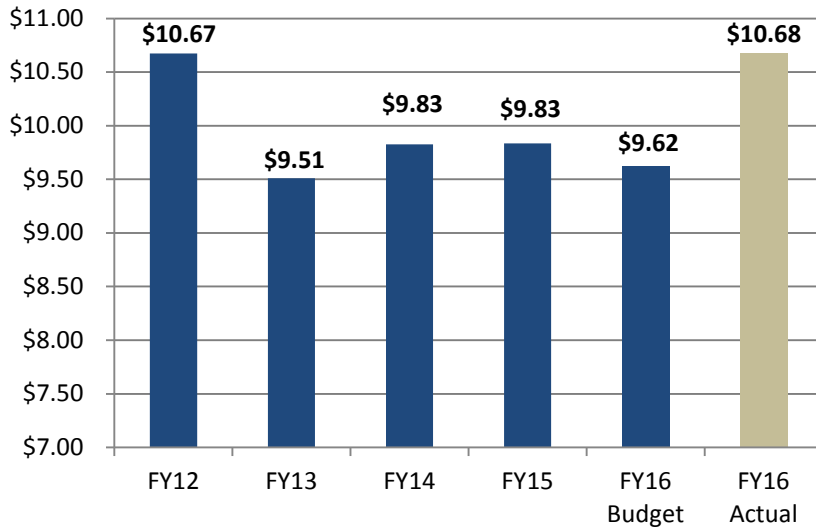
FY15 Actual: \$994,342
FY16 Budget: \$1,390,610
FY16 Actual: \$1,234,553

Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

AMBULANCE FEES

Fiscal Year Actuals & Projections (Millions)



Background:

Leon County initiated its ambulance service on January 1st of 2004. Funding for the program comes from patient billings and a Countywide Municipal Services Tax. The amounts shown are the patient billings only.

The EMS system bills patients based on the use of an ambulance transport to the hospital. As with a business, the County has an on going list of patients/insurers that owe the County monies (outstanding receivables).

Trend:

In FY08, the County established a collection policy to pursue uncollected bills, and to allow the write-off of billings determined uncollectible. The decline in revenue in FY13 corresponds to a decline in the booking of receivables (outstanding billings) from 41% to 36%.

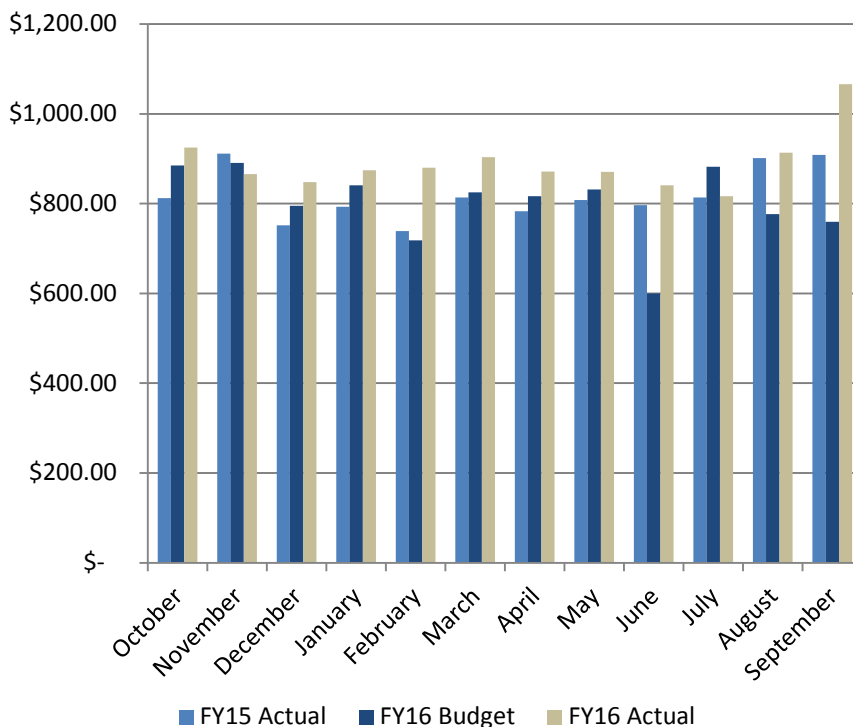
In FY16 Leon County collected 11.0% higher than what was budgeted, and 8.6% higher than FY15 actuals. This increase in actuals corresponds to an increase in total billings; however booking of receivables (outstanding billings) has decreased from 36% to 31%.

FY15 Actual: \$9,833,735

FY16 Budget: \$9,621,600

FY16 Actual: \$10,676,942

Monthly Totals: Budget vs. Actuals (Thousands)

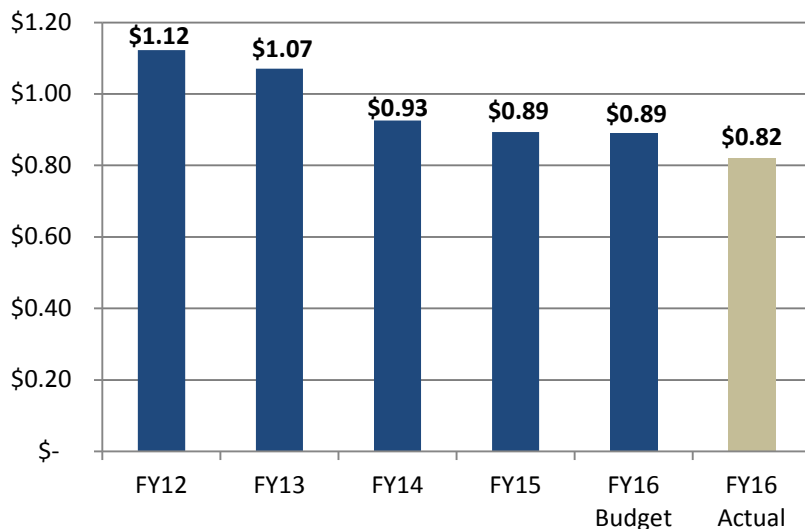


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PROBATION FEES

Fiscal Year Actuals & Projections (Millions)



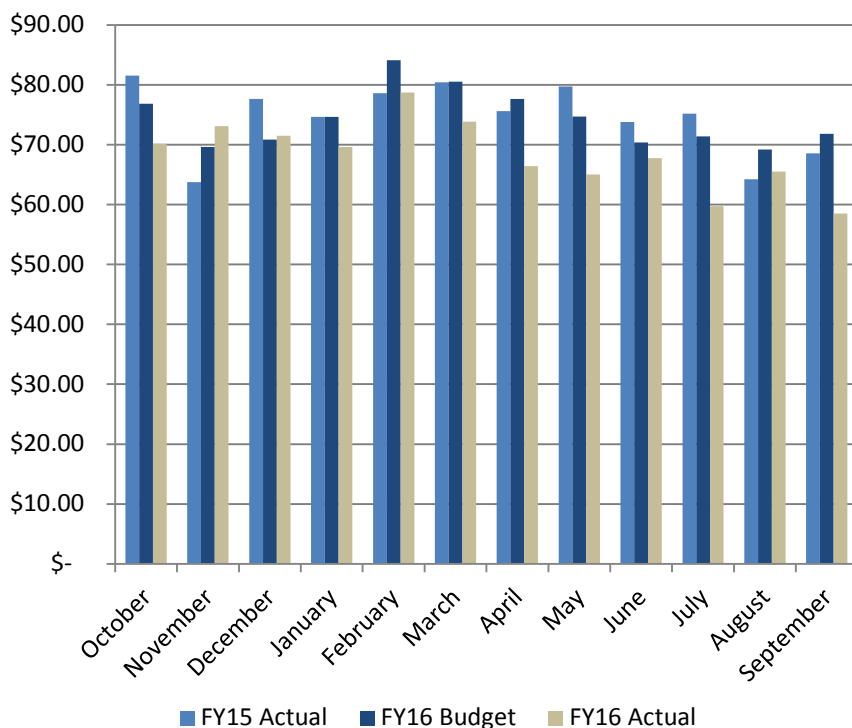
Background:

The Probation Fees are a combination of County court probation fees, alternative community service fees, no-show fees (all governed by Florida Statute 948) and pre-trial release fees (governed by an Administrative Order). These fees are collected from individuals committing infractions that fall within the jurisdiction of Leon County Courts. The amount of each individual fee is expressly stated in either the Florida Statute or the Administrative Order.

Trend:

Revenues collected through Probation and Pre-Trial fees have steadily declined since FY12. This can be attributed to a decline in Probation and Pre-Trial caseloads, associated with early termination of sentences and a decrease in court ordered GPS pre-trial tracking.

Monthly Totals: Budget vs. Actuals (Thousands)



FY16 collections saw an 8.3% decrease in FY15 actuals, and a 8.1% decrease from the amount budgeted. This is due to fees that go uncollected continuing to remain at a high level. Additionally, the decrease in probation fees is associated with the continued issuance of fee waivers by the Courts.

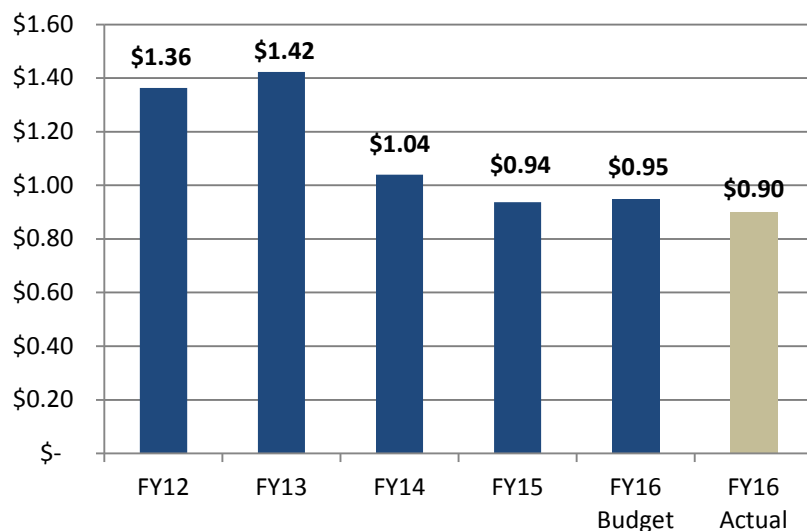
FY15 Actual: \$893,793
FY16 Budget: \$891,955
FY16 Actual: \$819,973

Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

COURT FACILITIES FEES

Fiscal Year Actuals & Projections (Millions)



Background:

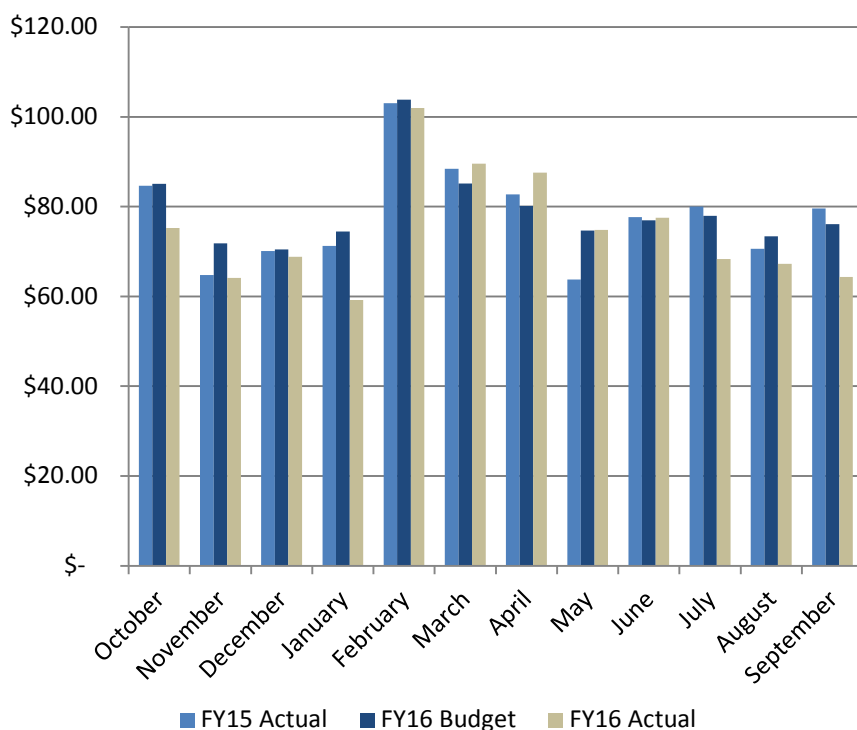
Court Facilities Fees are established to fund "state court facilities" as defined in Chapter 29, Florida Statutes (2009). On June 19, 2009, legislation approved permitting counties to change the surcharge placed on non-criminal traffic infractions from \$15 to \$30. In FY14 the County collected \$1.8 million but expended more than \$7.2 million on behalf of the State Court system.

The Board approved the increase in surcharges on August 25, 2009.

Trend:

The first few years of the new fee showed moderate revenue increases. Due to a decline in the issuance of moving traffic violations, FY14 experienced a sharp decrease. The continued decline in tickets has shown the same affect in FY16 collections.

Monthly Totals: Budget vs. Actuals (Thousands)



FY15 Actual: \$936,585
FY16 Budget: \$950,000
FY16 Actual: \$898,780



Leon County Government

FY 2016 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

*Reflects expenditures posted to financial system as of 12/01/2016

Transfers Expenditures posted to financial system as of 12/31/2016						
Fund	Org	Description	FY16 Adj. Budget	FY16 Expenditures	FY16 Budget \$ Balance	FY16 Budget % Bal. Remaining
<u>Board of County Commissioners</u>						
<u>County Commission</u>						
001	100	County Commission	1,531,827	1,531,827	0	0.00%
001	101	District 1	9,500	9,187	313	3.29%
001	102	District 2	9,500	2,326	7,174	75.52%
001	103	District 3	9,500	5,896	3,605	37.94%
001	104	District 4	9,500	5,992	3,508	36.93%
001	105	District 5	9,500	9,087	413	4.35%
001	106	At Large District 6	9,500	5,680	3,820	40.21%
001	107	At Large District 7	9,500	9,133	367	3.86%
001	108	Commissioners Account	25,395	18,566	6,829	26.89%
Subtotal:			1,623,722	1,597,694	26,028	1.60%
<u>County Administration</u>						
<u>Country Administration</u>						
001	110	Country Administration	929,584	910,903	18,681	2.01%
<u>Strategic Initiatives</u>						
001	113	Volunteer Center	187,318	186,259	1,059	0.57%
001	115	Strategic Initiatives	754,545	697,348	57,197	7.58%
001	116	Community and Media Relations	572,022	487,905	84,117	14.71%
<u>Human Resources</u>						
001	160	Human Resources	1,276,902	1,164,448	112,454	8.81%
Subtotal:			3,720,371	3,446,862	273,509	7.35%
<u>Office of Information Technology</u>						
001	171	Management Information Systems	5,687,630	5,580,916	106,714	1.88%
001	411	Public Safety Complex Technology	237,516	217,299	20,217	8.51%
001	421	Geographic Information Services	1,951,206	1,891,060	60,146	3.08%
Subtotal:			7,876,352	7,689,275	187,077	2.38%
<u>County Attorney</u>						
001	120	County Attorney	2,051,307	1,870,847	180,460	8.80%
Subtotal:			2,051,307	1,870,847	180,460	8.80%
<u>Department of Public Works</u>						
<u>Support Services</u>						
106	400	Support Services	576,230	547,883	28,347	4.92%
106	978	Public Works Chargebacks	(450,000)	(281,673)	(168,327)	37.41%
<u>Operations</u>						
106	431	Transportation	4,325,491	3,922,571	402,920	9.32%
106	432	Right-of-Way	2,376,874	2,229,068	147,806	6.22%
123	433	Stormwater Maintenance	2,799,310	2,446,529	352,781	12.60%
001	216	Mosquito Control	725,670	725,670	0	0.00%
125	214	Mosquito Control Grant ¹	75,736	45,156	30,580	40.38%
<u>Engineering Services</u>						
106	414	Engineering Services	3,176,625	2,940,289	236,336	7.44%
<u>Fleet Maintenance</u>						
505	425	Fleet Maintenance	2,888,493	2,381,412	507,081	17.56%

Leon County Government

FY 2016 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

*Reflects expenditures posted to financial system as of 12/01/2016

<u>Fund</u>	<u>Org</u>	<u>Description</u>	<u>FY16 Adj. Budget</u>	<u>FY16 Expenditures</u>	<u>FY16 Budget \$ Balance</u>	<u>FY16 Budget % Bal. Remaining</u>
<u>Solid Waste</u>						
401	435	Landfill Closure	529,557	394,684	134,873	25.47%
401	437	Rural Waste Collection Centers	686,771	686,771	0	0.00%
401	441	Transfer Station Operations	6,470,872	6,439,123	31,749	0.49%
401	442	Landfill	1,410,747	907,134	503,613	35.70%
401	443	Hazardous Waste	661,656	661,656	0	0.00%
Subtotal:			26,254,032	24,046,273	2,207,759	8.41%
<u>Department of Development Support & Env. Mgt</u>						
<u>Building Inspection</u>						
120	220	Building Inspection	1,491,535	1,268,831	222,704	14.93%
<u>Environmental Compliance</u>						
121	420	Environmental Compliance	1,454,182	1,406,031	48,151	3.31%
<u>Development Services</u>						
121	422	Development Services	790,500	754,574	35,926	4.54%
<u>Permit Compliance</u>						
121	423	Permit Compliance	510,048	510,048	0	0.00%
<u>Support Services</u>						
121	424	Support Services	305,880	282,100	23,780	7.77%
<u>DEP Storage Tank¹</u>						
125	866	DEP Storage Tank	161,533	155,082	6,451	3.99%
Subtotal:			4,713,678	4,376,667	337,011	7.15%
<u>Department of PLACE</u>						
<u>Planning Department</u>						
001	817	Planning Department	1,101,235	934,521	166,714	15.14%
Subtotal:			1,101,235	934,521	166,714	15.14%
<u>Office of Financial Stewardship</u>						
<u>Office of Management and Budget</u>						
001	130	Office of Management and Budget	727,694	668,966	58,728	8.07%
<u>Purchasing</u>						
001	140	Procurement	489,563	489,563	0	0.00%
001	141	Warehouse	107,931	106,315	1,616	1.50%
<u>Real Estate Management</u>						
001	156	Real Estate Management	320,804	284,982	35,822	11.17%
<u>Risk Management</u>						
501	132	Risk Management	240,195	192,164	48,031	20.00%
501	821	Workers Compensation Management / Insurance	3,392,722	3,111,040	281,682	8.30%
Subtotal:			5,278,909	4,853,030	425,879	8.07%
<u>Office of Tourism Development</u>						
160	301	Administration	533,944	498,894	35,050	6.56%
160	302	Advertising	1,168,786	979,289	189,497	16.21%
160	303	Marketing	1,473,469	1,145,828	327,641	22.24%
160	304	Special Projects	572,500	464,863	107,637	18.80%
160	305	Cultural, Visual Arts, & Heritage (CRA)	5,042,522	0	5,042,522	100.00%
Subtotal:			8,791,221	3,088,875	5,702,346	64.86%

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FY 2016 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

*Reflects expenditures posted to financial system as of 12/01/2016

Projects expeniditures posted to financial system as of 12/31/2016						
Fund	Org	Description	FY16 Adj. Budget	FY16 Expenditures	FY16 Budget \$ Balance	FY16 Budget % Bal. Remaining
<u>Office of Public Safety</u>						
<u>Emergency Medical Services</u>						
135	185	Emergency Medical Services	16,054,987	15,839,623	215,364	1.34%
<u>Animal Services</u>						
140	201	Animal Services	1,667,683	1,459,758	207,925	12.47%
Subtotal:			17,722,670	17,299,381	423,289	2.39%
<u>Office of Library Services</u>						
<u>Library Services</u>						
001	240	Policy, Planning & OPS	794,993	749,976	45,017	5.66%
001	241	Public Library Services	4,214,117	3,981,407	232,710	5.52%
001	242	Collection Services	1,506,286	1,506,286	0	0.00%
Subtotal:			6,515,396	6,237,669	277,727	4.26%
<u>Office of Intervention & Detention Alternatives</u>						
<u>County Probation</u>						
111	542	County Probation Division	1,156,222	1,103,532	52,690	4.56%
<u>Supervised Pretrial Release</u>						
111	544	Pretrial Release	1,137,620	1,137,620	0	0.00%
<u>Drug & Alcohol Testing</u>						
111	599	Drug and Alcohol Testing	170,876	145,196	25,680	15.03%
<u>FDLE JAG Grant Pretrial¹</u>						
125	982059	FDLE JAG Grant Pretrial	120,000	10,208	109,792	91.49%
Subtotal:			2,584,718	2,396,555	188,163	7.28%
<u>Office of Human Services & Community Partnerships</u>						
<u>Veteran Services</u>						
001	390	Veteran Services	314,500	282,655	31,845	10.13%
<u>Health & Human Services</u>						
001	370	Social Service Programs	5,220,861	5,147,113	73,748	1.41%
<u>Health Department</u>						
001	190	Health Department	237,345	192,367	44,978	18.95%
<u>Primary Health Care</u>						
001	971	Primary Health Care	2,015,360	1,969,749	45,611	2.26%
<u>Housing Services</u>						
001	371	Housing Services	461,142	378,399	82,743	17.94%
161	808	Housing Finance Authority	289,360	125,107	164,253	56.76%
<u>SHIP 2014-2018¹</u>						
124	932047	SHIP 2014-2017	424,155	161,729	262,426	61.87%
124	932048	SHIP 2015-2018	879,466	0	879,466	100.00%
Subtotal:			9,842,189	8,257,118	1,585,071	16.10%

Leon County Government

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PROGRAM EXPENDITURE SUMMARY*

*Reflects expenditures posted to financial system as of 12/01/2016

			FY16	FY16	FY16 Budget	FY16 Budget
Fund	Org	Description	Adj. Budget	Expenditures	\$ Balance	% Bal. Remaining
<u>Office of Resource Stewardship</u>						
<u>Office of Sustainability</u>						
001	127	Office of Sustainability	212,274	172,118	40,156	18.92%
401	471	Recycling Services and Education	220,332	109,511	110,821	50.30%
<u>Cooperative Extension</u>						
001	361	Extension Education	540,260	361,620	178,640	33.07%
<u>Parks & Recreation</u>						
140	436	Parks & Recreation	2,810,976	2,810,976	0	0.00%
<u>Facilities Management</u>						
001	150	Facilities Management	6,884,056	6,661,531	222,525	3.23%
<u>Public Safety Complex</u>						
001	410	Public Safety Complex	1,506,729	1,309,090	197,639	13.12%
<u>County Government Annex</u>						
165	154	Bank of America	747,397	587,834	159,563	21.35%
<u>Huntington Oaks Plaza Operating</u>						
166	155	Huntington Oaks Plaza Operating	134,425	81,881	52,544	39.09%
Subtotal:			13,056,449	12,094,562	810,911	7.37%
<u>Constitutional Officers²</u>						
<u>Clerk of the Circuit Court</u>						
001	132	Clerk Finance	1,518,474	1,518,474	0	0.00%
110	537	Circuit Court Fees	422,105	422,105	0	0.00%
<u>Property Appraiser</u>						
001	512	Property Appraiser	4,805,388	4,737,694	67,694	1.41%
<u>Sheriff</u>						
110	510	Law Enforcement	35,506,491	35,506,491	0	0.00%
110	511	Corrections	32,930,477	32,930,477	0	0.00%
125	864	Emergency Management ¹	121,155	121,155	0	0.00%
130	180	Enhanced 911	1,276,500	1,276,500	0	0.00%
<u>Tax Collector</u>						
001	513	General Fund Property Tax Commissions	4,537,178	4,502,770	34,408	0.76%
123	513	Stormwater Utility Non Ad-Valorem	67,715	67,715	0	0.00%
135	513	Emergency Medical Services MSTU	138,816	138,816	0	0.00%
145	513	Fire Service Fee	33,695	30,726	2,969	8.81%
162	513	Special Assessment Paving	5,500	5,500	0	0.00%
164	513	Sewer Services Killearn Lakes I and II	5,000	4,532	468	9.35%
401	513	Landfill Non-Ad Valorem	32,620	29,899	2,721	8.34%
<u>Supervisor of Elections</u>						
060	520	Voter Registration	2,124,920	1,948,039	176,881	8.32%
060	521	Elections	2,862,438	2,204,848	657,590	22.97%
060	525	SOE Grants ¹	36,969	36,969	0	0.00%
Subtotal:			86,425,441	85,482,712	942,729	1.09%

Leon County Government

FY 2016 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

*Reflects expenditures posted to financial system as of 12/01/2016

			FY16	FY16	FY16 Budget	FY16 Budget
Fund	Org	Description	Adj. Budget	Expenditures	\$ Balance	% Bal. Remaining
<u>Judicial Officers</u>						
<u>Court Administration</u>						
001	540	Court Administration	235,208	235,208	0	0.00%
001	547	Guardian Ad Litem	29,662	18,659	11,003	37.09%
110	532	State Attorney	117,685	107,100	10,585	8.99%
110	533	Public Defender	148,950	136,024	12,926	8.68%
110	555	Legal Aid	259,510	257,293	2,217	0.85%
114	586	Teen Court	121,908	105,908	16,000	13.12%
117	509	Alternative Juvenile Program	54,942	50,511	4,431	8.06%
117	546	Law Library	53,580	0	53,580	100.00%
117	548	Judicial/Article V Local Requirements	53,580	51,838	1,742	3.25%
117	555	Legal Aid	53,580	44,000	9,580	17.88%
<u>Subtotal:</u>			1,128,605	1,006,542	122,063	10.82%
<u>Non-Operating</u>						
<u>Line Item Funding</u>						
001	888	Line Item Funding	610,759	610,759	0	0.00%
160	888	Council on Culture and Arts Regranting	1,241,875	1,200,915	40,960	3.30%
<u>City of Tallahassee</u>						
140	838	City Payment, Tallahassee (Parks & Recreation)	1,271,502	1,221,697	49,805	3.92%
145	838	City Payment, Tallahassee (Fire Fees)	8,006,168	7,939,926	66,242	0.83%
164	838	City Payment, Tallahassee (Killearn Lakes Sewer)	232,500	222,085	10,415	4.48%
<u>Other Non-Operating</u>						
001	114	Economic Vitality	384,569	157,204	227,365	59.12%
001	112	M/W Small Business Enterprise	431,130	119,216	311,914	72.35%
001	278	Summer Youth Employment	80,425	52,741	27,684	34.42%
001	402	Capital Regional Transportation Planning Agency	172,345	143,600	28,745	16.68%
001	403	Blueprint 2000 ³	203,735	203,735	0	0.00%
001	820	Insurance Audit, and Other Expenses	959,741	820,318	139,423	14.53%
001	831	Tax Deed Applications	105,534	105,534	0	0.00%
001	972	CRA-TIF PAYMENT	2,109,741	2,091,547	18,194	0.86%
110	508	Diversiory Program	100,000	100,000	0	0.00%
110	620	Juvenile Detention Payment - State	1,152,660	1,128,189	24,471	2.12%
116	800	Drug Abuse	52,920	43,783	9,137	17.27%
131	529	800 MHZ System Maintenance	1,331,332	1,267,889	63,443	4.77%
145	843	Volunteer Fire Department	482,479	482,449	30	0.01%
502	900	Communications Control	837,708	825,935	11,773	1.41%
<u>Interdepartmental Billing</u>						
		Countywide Automation	265,730	265,730	0	0.00%
		Indirects (Internal Cost Allocations)	-	-	0	100.00%
		Risk Allocations	1,143,993	1,110,716	33,277	2.91%
<u>Subtotal:</u>			21,176,846	20,113,967	1,062,879	5.02%

Leon County Government

FY 2016 Annual Performance and Financial Report

PROGRAM EXPENDITURE SUMMARY*

*Reflects expenditures posted to financial system as of 12/01/2016

<u>Fund</u>	<u>Org</u>	<u>Description</u>	<u>FY16</u>	<u>FY16</u>	<u>FY16 Budget</u>	<u>FY16 Budget</u>
			<u>Adj. Budget</u>	<u>Expenditures</u>	<u>\$ Balance</u>	<u>% Bal. Remaining</u>
Total Operating			196,904,250	184,185,250	12,718,999	6.46%
Total Non-Operating			21,176,846	20,113,967	1,062,879	5.02%
Total CIP			67,001,815	24,460,530	42,541,285	63.49%
Operating Grants			1,782,045	493,329	1,288,716	72.32%
Non Operating Grants (4)			20,751,786	5,085,707	15,666,079	75.49%
Total Debt Service			8,568,419	8,564,986	3,433	0.04%
Total Reserves			16,495,253	2,210,948	14,284,305	86.60%
TOTAL NET EXPENDITURES:			332,680,413	245,114,717	87,565,697	26.32%

- Notes:
1. Operating Grants include Mosquito Control, DEP Storage Tank, FDLE JAG Pretrial, SHIP, Emergency Management and Elections.
 2. Expenses reflect budgeted transfers to the Constitutional Officers and do not reflect excess fees or unexpended funds returned to the Board as revenue, as required by the Florida Statute.
 3. The Blueprint budget was established to fund the salary and benefits for an employee who opted to be on the County's payroll. Total expenses for the position are reimbursed.
 4. For accounting purposes this amount includes funding isolated in specific budgets received from other governmental entities such as the Florida Department of Environmental Protection (sewer grants), Blueprint 2000 (Magnolia Sidewalk Funding) and the Department of Transportation (Natural Bridge Road bridge replacement). See the grant section of the report for more detail.

Leon County Government

FY 2016 Annual Performance and Financial Report

SUMMARY OF FUND BALANCE & RETAINED EARNINGS (unaudited)

		<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY17</u>
<u>Org</u>	<u>Fund Title</u>	<u>Actuals (A)</u>	<u>Actuals (A)</u>	<u>Estimated Balance (B)</u>	<u>Appropriated Fund Balance (C)</u>	<u>Beginning Unreserved Fund Balance (D)</u>
General & Fine and Forfeiture Funds						
001	General Fund (E)	37,233,665	39,800,756	29,080,088	10,065,978	19,014,110
110	Fine and Forfeiture Fund (E)	3,183,317	1,840,601	499,436	100,000	399,436
	Subtotal:	40,416,982	41,641,357	29,579,524	10,165,978	19,413,546
Special Revenue Funds						
106	County Transportation Trust Fund	4,060,185	5,994,258	3,997,488	28,464	3,969,024
111	Probation Services Fund	834,994	1,017,467	1,035,017	0	1,035,017
114	Teen Court Fund	95,411	37,020	10,566	10,566	0
116	Drug Abuse Trust Fund	11,003	936	936	0	936
117	Judicial Programs Fund	112,804	232,576	319,221	3,302	315,919
120	Building Inspection Fund (F)	1,533,639	1,723,885	2,228,543	56,976	2,171,567
121	Growth Management Fund (F)	1,288,426	885,124	525,507	358,274	167,233
123	Stormwater Utility Fund	1,505,345	1,991,776	1,082,448	3,732	1,078,716
124	SHIP Trust Fund	180	180	813,210	0	813,210
125	Grants	1,337,469	1,328,914	3,340,194	1,468,839	1,871,355
126	Non-Countywide General Revenue Fund	2,530,138	3,612,218	3,137,561	0	3,137,561
127	Grants (G)	180,442	190,574	675,342	19,013	656,329
130	9-1-1 Emergency Communications Fund (H)	1,166,317	1,555,151	320,007	0	320,007
131	Radio Communications Systems Fund (I)	8,240	0	14,578	0	14,578
135	Emergency Medical Services Fund (J)	11,621,657	9,420,586	8,943,326	2,548,359	6,394,967
140	Municipal Services Fund	2,573,757	3,128,975	2,600,911	1,473,622	1,127,289
145	Fire Services Fund	861,254	1,128,724	1,199,602	0	1,199,602
160	Tourist Development Fund (1st-5th Cents) (K)	1,265,723	2,044,057	2,559,204	821,300	1,737,904
160	Tourist Develop. Cultural, Visual Arts, Heritage (K)	5,042,522	5,042,522	5,042,522	5,042,522	0
161	Housing Finance Authority Fund	650,420	671,455	650,011	263,605	386,406
162	Special Assessment Paving Fund	262,426	264,056	418,437	0	418,437
164	Killearn Lakes Unit I and II Sewer	-265	2,477	5,373	0	5,373
165	Bank of America Building Operating Fund	3,435,362	1,698,517	907,905	305,619	602,286
166	Huntington Oaks Plaza Fund	103,909	188,044	274,526	186,369	88,157
	Subtotal:	40,481,358	42,159,492	40,102,436	12,590,562	27,511,873
Debt Service Funds						
220	Debt Service - Series 2004	127,098	224,712	98,417	98,417	0
	Subtotal:	127,098	224,712	98,417	98,417	0

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FY 2016 Annual Performance and Financial Report

SUMMARY OF FUND BALANCE & RETAINED EARNINGS (unaudited)

		FY14	FY15	FY16	FY17	FY17
Org	Fund Title	Actuals (A)	Actuals (A)	Estimated Balance (B)	Appropriated Fund Balance (C)	Beginning Unreserved Fund Balance (D)
Capital Projects Funds (L)						
305	Capital Improvements Fund (M)	25,925,968	19,940,027	29,537,217	21,419,176	8,118,041
306	Gas Tax Transportation Fund	2,783,015	3,728,625	6,719,534	5,962,893	756,641
308	Local Option Sales Tax Fund (N)	11,644,100	8,599,509	5,095,769	4,904,259	191,510
309	Local Option Sales Tax Extension Fund	11,280,842	7,422,380	4,760,552	4,114,086	646,466
311	Construction Series 2003 A&B Fund (O)	159,475	6,906	6,998	0	6,998
318	1999 Bond Construction Fund	454,506	134,416	50,024	0	50,024
321	Energy Savings Contract ESCO Capital Fund (O)	20,266	20,472	20,746	0	20,746
330	9-1-1 Capital Projects Fund	1,974,388	1,997,757	3,220,043	0	3,220,043
341	Countywide Road District Fund - Impact Fee	1,994,956	746,460	189,940	47,449	142,491
343	NW Urban Collector Fund - Impact Fee	402,955	364,341	70,650	0	70,650
344	SE Urban Collector Fund - Impact Fee	96,983	97,961	99,272	0	99,272
	Subtotal:	56,737,454	43,058,854	49,770,744	36,447,863	13,322,881
Enterprise Funds						
401	Solid Waste Fund (P)	6,116,122	5,320,453	5,935,795	2,470,794	3,465,001
	Subtotal:	6,116,122	5,320,453	5,935,795	2,470,794	3,465,001
Internal Service Funds						
501	Insurance Service Fund (Q)	1,775,161	1,610,635	2,106,316	0	2,106,316
502	Communications Trust Fund	128,087	56,590	9,532	0	9,532
505	Motor Pool Fund	45,673	39,842	32,032	18,151	13,881
	Subtotal:	1,948,921	1,707,067	2,147,880	18,151	2,129,729
TOTAL:		145,827,935	134,111,935	127,634,795	61,791,765	65,843,030

Notes:

A. Audited Fund Balance according to the Comprehensive Annual Financial Report.

B. Unaudited Fund Balance and Retained Earnings. Balances may change pending final audit adjustments.

C. Appropriated Fund Balance includes fund balance appropriated as a part of the budget process and FY16 carryforwards necessary to complete projects.

D. Unreserved Fund Balance is the year ending FY16 estimated balance less the FY17 appropriated fund balance.

E. The year ending fund balance for the General and Fine and Forfeiture Funds includes the deliberate appropriation of \$9.6 million in fund balance during FY 2016 as part of a capital project fund sweep during the budget development process, and the use of \$2.2 million in catastrophe reserve funds as a consequence of Hurricane Hermine. These expenses were offset by a return of \$1.6 million in excess fees from the Constitutional Officers. The beginning unreserved fund balance for FY 2017 budget reflects the use of \$2.5 million appropriated to balance the budget, \$1.6 million in carryforward projects and an additional \$6.0 million in funding for the catastrophe reserve fund to pay for debris removal associated with Hurricane Hermine. Staff anticipates receiving reimbursement from FEMA for up to 85% of debris clean up costs during this fiscal year, which is anticipated to replenish the fund balance to approximately 20 percent of operating expenditures.

F. The Building Fund balance grew during FY 2016 due to increase revenues and an under expenditure of the operating budget. The Growth Management Fund declined by \$359,617; fund balance in the amount of \$358,274 has been budgeted for expenditure in FY 2017.

G. This fund is used to separate grants that are interest bearing grants.

H. Appropriated fund balance was moved to Fund 330 (911 Emergency Capital Projects Fund) for future capital projects as required by State Statute.

I. The Radio Communications Systems Fund is used to account for the new radio system operating expenses. These funds were previously reflected in Fund 331.

J. The EMS fund balance did not decline as much as anticipated. For FY 2016 \$1.92 million in fund balance was appropriated during the budget process to fund operations and purchase replacement ambulances. Billing revenue exceeded forecasts by \$1.0 million and as a consequence only \$477,000 of fund balance needed to be used during FY 2016.

K. The Tourist Development Tax is reflected in two separate fund balances. Currently five cents supports the Tourist Development Division marketing, promotion, and cultural re-granting activities. The fund balance previously established by the one cent for the performing arts center is now dedicated to be expended on cultural, visual arts and heritage funding programs pursuant to the inter local agreement between the County, the City and the Community Redevelopment Agency approved at the December 9, 2014 Board Meeting.

L. The Capital Projects balances are accumulated for purposes of funding projects that are often multi-year in nature. Balances reflected above are often programmed as part of the five year plan.

M. The fund balance reflects the expenditure of capital reserves budgeted in FY16 as a "sinking fund" for maintaining existing County infrastructure.

N. The reduction in fund balance reflects capital reserves budgeted in FY16 as a "sinking fund" for maintaining existing infrastructure associated with the initial local option tax. These funds will be expended by FY16.

O. Funds 311 and 321 were closed in fiscal year 2013.

P. Amount reflected is unrestricted retained earnings.

Q. Fund balance increase due to lower than anticipated workers' compensation liability claims.

Leon County Government

FY 2016 Annual Performance and Financial Report

CAPITAL IMPROVEMENT PROGRAM SUMMARY

Project Service Types	# of Projects	% of CIP Budget	Adjusted Budget	YTD Activity	% of Budget Committed	Project Balance
Culture and Recreation	19	11.1%	7,455,115	2,652,004	35.6%	4,803,111
General Government	41	14.5%	9,696,294	4,485,957	46.3%	5,210,337
Health and Safety	6	7.9%	5,272,082	1,553,536	29.5%	3,718,546
Physical Environment	32	28.0%	18,790,175	4,989,033	26.6%	13,801,142
Transportation	19	38.5%	25,788,149	10,780,000	41.8%	15,008,149
TOTAL	117	100%	\$67,001,815	\$24,460,530	36.5%	\$42,541,285

Notes: Projects listed in the report were fully funded in FY 2016. All unspent capital project funds were carry forward into the FY 2017 budget in order to complete the projects.

1. Culture and Recreation: A total of 35.6% of the funding for capital projects in Culture and Recreation was expended. This includes improvements to the Apalachee Regional, Miccosukee Community, Okeeheepkee Prairie, and Woodville Community parks. Funding was also used for the capital maintenance of County parks and greenways.

2. General Government: A total of 46.3% of the funding for capital projects in General Government was expended. This includes vehicle replacements, and Community Services, Cooperative Extension, Welcome Center, Courthouse and Leon County Government Annex building renovations and repairs. Funding was also used for technology improvements such as data wiring, network upgrades, file server upgrades and election equipment.

3. Health and Safety: A total of 29.5% of the funding for capital projects in Health and Safety was expended. This includes repairs to the Jail and vehicle and equipment purchases for Emergency Medical Services

4. Physical Environment: A total of 26.6% of the funding for capital projects in Physical Environment was expended. This includes the Transfer Station, Landfill, and Household Hazardous Waste Center improvements, as well as funding for GIS incremental basemap updates, water quality enhancements, stormwater pond repairs and vehicle replacements. The Woodside Heights-NWFWMD Grant has been changed from a grant (Project#926165) to a Capital Project #61002 effective FY2016.

5. Transportation: A total of 41.8% of the funding for capital projects in Transportation was expended. This includes sidewalk construction, Magnolia Drive Multi-Use Trail improvements, and North Monroe turn lane improvements, as well as transportation and stormwater improvements, arterial/collector and local roads resurfacing and intersection safety improvements.

Leon County Government

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CULTURE AND RECREATION

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
045001	Apalachee Parkway Regional Park	372,210	75,117	20.18%	297,093
047002	Boat Landing Improvements	125,000	1,816	1.45%	123,184
086055	Branch Library Improvements	20,000	15,562	77.81%	4,438
043007	Fred George Park*	1,288,533	1,288,533	100.00%	-
046009	Greenways Capital Maintenance (Greenways and Trails)	311,319	220,160	70.72%	91,159
043001	J. Lee Vause Park Improvements	61,850	-	0.00%	61,850
045004	J.R. Alford Greenway	15,000	-	0.00%	15,000
076011	Library Services Technology	95,000	-	0.00%	95,000
086053	Main Library Improvements	717,038	351,696	49.05%	365,342
044005	Miccosukee Community Center	15,000	-	0.00%	15,000
044003	Miccosukee Greenways*	278,675	40,072	14.38%	238,603
046007	Parks New Vehicles and Equipment	262,005	150,839	57.57%	111,166
044001	Northeast Community Park	250,000	-	0.00%	250,000
043008	Okeeheepkee Prairie Park	361,467	133,988	37.07%	227,479
046001	Parks Capital Maintenance	2,316,202	222,235	9.59%	2,093,967
046006	Playground Equipment Replacement	205,086	68,836	33.56%	136,250
086066	Pre-Fabricated Buildings (Concrete Masonry Restrooms)	61,100	-	0.00%	61,100
047001	St. Marks Headwaters Greenways*	175,139	71,805	41.00%	103,334
041002	Woodville Community Park	524,491	11,345	2.16%	513,146
TOTAL CULTURE AND RECREATION		\$7,455,115	\$2,652,004	35.57%	\$4,803,111

GENERAL GOVERNMENT

086064	A/C Unit Replacement	116,685	73,718	63.18%	42,967
086073	Amtrak Building Renovations	280,000	21,793	7.78%	258,207
086011	Architectural and Engineering Services	104,955	53,359	50.84%	51,596
096019	Capital Grant Match Program	81,205	-	0.00%	81,205
086054	Centralized Storage Facility	69,758	-	0.00%	69,758
086017	Common Area Furnishings	40,628	39,095	96.23%	1,533
086062	Community Services Building Roof Renovations	73,909	36,339	49.17%	37,570
086030	Cooperative Extension Renovations	65,437	31,724	48.48%	33,713
086027	Courthouse Renovations	201,373	76,173	37.83%	125,200
086024	Courthouse Repairs	766,386	238,774	31.16%	527,612
086016	Courthouse Security	20,000	7,628	38.14%	12,372
086007	Courtroom Minor Renovations	132,743	132,743	100.00%	0
076023	Courtroom Technology	250,536	48,994	19.56%	201,542
076003	Data Wiring	37,582	23,170	61.65%	14,412
076004	Digital Phone System	106,092	-	0.00%	106,092
076063	E-Filing System for Court Documents	140,000	15,187	10.85%	124,813
086037	Elevator Generator Upgrades	506,968	209,997	41.42%	296,971
086070	Fairgrounds Sense of Place Initiative	2,005	-	0.00%	2,005
076008	File Server Maintenance	416,483	407,796	97.91%	8,687
076001	Financial Hardware and Software Migration (Banner)	152,628	62,250	40.79%	90,378
086071	Fleet Management Shop Improvements	38,250	-	0.00%	38,250
086057	General County Maintenance and Minor Renovations	246,867	40,987	16.60%	205,880
026003	General Vehicle and Equipment Replacement	637,199	226,208	35.50%	410,991
076055	Growth Management Technology	12,208	732	5.99%	11,476
086052	Health Department Improvements	190,800	65,042	34.09%	125,758
083002	Lake Jackson Town Center	224,650	6,875	3.06%	217,775
086068	Lake Jackson Town Center Sense of Place Initiative	614,393	53,662	8.73%	560,731
086025	Leon County Courthouse Annex Renovations	2,003,981	1,462,989	73.00%	540,992
076064	MIS Data Center/Elevator Halon System	70,000	8,985	12.84%	61,015
076018	Network Backbone Upgrade	180,000	139,077	77.26%	40,923
026018	New General Vehicles and Equipment	66,000	-	0.00%	66,000

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GENERAL GOVERNMENT

086033	Parking Lot Maintenance	171,008	1,865	1.09%	169,143
076051	Public Defender Technology	82,300	74,621	90.67%	7,679
076061	Records Management	117,236	22,327	19.04%	94,909
076047	State Attorney Technology	30,000	30,000	100.00%	-
086074	Supervisor of Elections Consolidation	954,000	495,664	51.96%	458,336
076005	Supervisor of Elections Technology	70,800	43,774	61.83%	27,026
076024	User Computer Upgrades	300,000	280,697	93.57%	19,303
096028	Voting Equipment Replacement	50,000	6,000	12.00%	44,000
086065	Welcome Center Roof Replacement	11,000	10,960	99.64%	40
076042	Work Order Management	60,229	36,752	61.02%	23,477
TOTAL GENERAL GOVERNMENT		9,696,294	4,485,957	46.26%	\$5,210,337

HEALTH AND SAFETY

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
076058	Emergency Medical Services Technology	59,863	47,734	79.74%	12,129
026014	EMS Vehicle & Equipment Replacement	945,620	884,228	93.51%	61,392
086031	Jail Complex Maintenance	3,476,241	492,213	14.16%	-
086067	Medical Examiner Facility	269,225	-	0.00%	269,225
096016	Public Safety Complex	469,472	129,361	27.55%	340,111
096002	Volunteer Fire Departments	51,661	-	0.00%	51,661
TOTAL HEALTH AND SAFETY		\$5,272,082	\$1,553,536	29.47%	\$3,718,546

PHYSICAL ENVIRONMENT

054011	Baum Road Drainage Improvements	75,000	1,240	1.65%	73,759
067002	Blueprint 2000 Water Quaility Enhancements	950,560	641,199	67.45%	309,361
055011	Crump Road Drainage Improvement	425,000	9,326	2.19%	415,674
076009	Geographic Information Systems	408,280	186,880	45.77%	221,400
076060	GIS Incremental Basemap Update	298,500	298,500	100.00%	-
062005	Gum Road Target Planning Area	400,000	-	0.00%	400,000
036042	Hazardous Waste Vehicle and Equipment Replacement	170,000	-	0.00%	170,000
036019	Household Hazardous Waste Collection Center	47,200	0	0.00%	47,200
064001	Killearn Acres Flood Mitigation	723,868	226,191	31.25%	497,677
064006	Killearn Lakes Plantation Stormwater	2,148,195	120,234	5.60%	2,027,961
061001	Lake Henrietta Renovations	368,695	50,905	13.81%	317,790
062001	Lake Munson Renovations	227,599	0	0.00%	227,599
062002	Lakeview Bridge	933,641	789,446	84.56%	144,195
036002	Landfill Improvements	222,253	136,224	61.29%	86,030
063005	Lexington Pond Retrofit	4,513,282	860,894	19.07%	3,652,388
062004	Longwood Subdivision Retrofit	223,345	-	0.00%	223,345
026020	New Stormwater Vehicles and Equipment	743,800	363,289	48.84%	380,511
096029	Orange Avenue Fence Replacement	40,000	37,134	92.84%	2,866
045007	Pedrick Road Pond Walking Trail	58,957	15,637	26.52%	43,320
076015	Permit and Enforcement Tracking System	332,687	264,626	79.54%	68,061
036033	Rural/Hazardous Waste Vehicle & Equipment Replacement	305,193	154,644	50.67%	150,549
036003	Solid Waste Heavy Equipment/Vehicle Replacement	473,765	336,733	71.08%	137,032
036028	Solid Waste Master Plan	100,000	-	0.00%	100,000
036041	Solid Waste Pre-Fabricated Buildings	55,562	288	0.52%	55,274
067006	Stormwater Infrastructure Prev Main	550,000	-	0.00%	550,000

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PHYSICAL ENVIRONMENT

066026	Stormwater Pond Repairs	100,000	89,341	89.34%	10,659
066003	Stormwater Structure Inventory and Mapping	681,398	69,678	10.23%	611,720
026004	Stormwater Vehicle and Equipment Replacement	546,057	109,483	20.05%	436,574
066004	TMDL Compliance Activities	200,000	-	0.00%	200,000
036010	Transfer Station Heavy Equipment	238,838	145,538	60.94%	93,300
036023	Transfer Station Improvements	228,500	81,281	35.57%	147,219
061002	Woodside Heights*	2,000,000	322	0.02%	1,999,678
TOTAL PHYSICAL ENVIRONMENT		18,790,175	4,989,033	26.55%	\$13,801,142

TRANSPORTATION

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
026015	Arterial/Collector Roads Pavement Markings	135,200	134,946	99.81%	254
056001	Arterial/Collector/Local Resurfacing	6,198,275	3,689,043	59.52%	2,509,232
054003	Bannerman Road*	1,166,189	767,979	65.85%	398,210
056005	Community Safety and Mobility	1,890,727	990,548	52.39%	900,179
056007	Florida Department of Transportation Permitting Fees	50,000	4,432	8.86%	45,568
026010	Fleet Management Shop Equipment	68,778	12,928	18.80%	55,850
057001	Intersection and Safety Improvements*	5,613,168	447,245	7.97%	5,165,923
055010	Magnolia Drive Multi-Use Trail*	225,669	25,345	11.23%	200,324
051006	Natural Bridge Road*	325,000	273,890	84.27%	51,110
053003	North Monroe Turn Lane	604,903	557,455	92.16%	47,448
026006	Open Graded Cold Mix Stabilization	1,341,764	1,204,976	89.81%	136,788
053007	Old Bainbridge Road Safety Improvements	322,000	-	0.00%	322,000
056011	Public Works Design and Engineering Services	75,000	45,544	60.73%	29,456
026005	Public Works Vehicle and Equipment Replacement	733,436	308,472	42.06%	424,964
053002	Pullen Road at Old Bainbridge Road*	946,972	604,998	63.89%	341,974
056013	Sidewalk Program	1,495,623	667,282	44.62%	828,341
051008	Springhill Road Bridge Rehabilitation	350,500	-	0.00%	-
057013	Street Lights/Unincorporated Area	125,000	-	0.00%	125,000
056010	Transportation and Stormwater Improvements	4,119,945	1,044,917	25.36%	3,075,028
TOTAL TRANSPORTATION		\$25,788,149	\$10,780,000	41.80%	\$15,008,149

Leon County Government

FY 2016 Annual Performance and Financial Report

GRANTS PROGRAM SUMMARY

The County utilizes grants to fund a number of programs and activities in Leon County. As reflected in the table below, the County is currently administering approximately \$22.5 million in grant funding. As grants often cross multiple fiscal years, it is not uncommon to see the actual expenditures for a fiscal year less than the total funding available. All balances are carried into the subsequent fiscal year consistent with all grant award requirements.

Most grants are accepted by the Board of County Commissioners and placed within one of three funds, Fund 124 (SHIP Grants), Fund 125 (Reimbursement Grants) and Fund 127 (Interest Bearing Grants). While placed in a Grants Fund, a program budget can be a federal or state authorization, a contractual arrangement between two governing bodies, a contract between the County and a non-governmental entity, a method to keep a specific revenue source separate from operating budgets, or a pure grant award.

Some programs are anticipated as part of the regular budget process: Mosquito Control, the Underground Storage Tank Program, the FDLE Justice Assistance Grant (JAG), the Department of Health Emergency Medical Grant, and the Emergency Management Base Grant. These grant funds are administered within various County department operating budgets, and are reported in the expenditure section of the annual report.

The Grants Program is cooperatively monitored by department program managers, the Office of Management and Budget (OMB), and the Clerk's Finance Division. OMB monitors all aspects of these grants, particularly block grants. Program Managers in conjunction with OMB often pursue grants independently and administer grants throughout the year. OMB and the Clerk's Finance Division monitor overall expenditures and revenues as well as coordinate the year-end close-out and carry forward processes with all grant funded programs.

Budget by Administering Department				
Department	% of Total Grants	FY16 Budget	FY16 Expended	Balance
Administration	2.66%	600,000	3,283	596,717
Dev. Sup. & Environmental Management	0.72%	161,533	155,082	6,451
Public Safety	1.74%	391,132	180,608	210,524
Library Services	2.07%	466,636	98,810	367,826
Human Services and Community Partnerships	9.27%	2,088,621	173,952	1,914,669
Resource Stewardship	12.52%	2,821,926	157,068	2,664,858
Public Works	67.87%	15,293,937	4,454,460	10,839,477
Intervention & Detention Alternatives	1.44%	323,618	109,609	214,009
Judicial	0.78%	175,273	125,008	50,265
Constitutional	0.54%	121,155	121,155	-
Miscellaneous	0.40%	90,000	-	90,000
SUBTOTAL:	100%	22,533,831	5,579,036	16,954,794
Minus Operating/Transfers Grants		1,782,045	493,329	1,288,716
TOTAL		20,751,786	5,085,707	15,666,079

Leon County Government

FY 2016 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY16 Budget	FY16 Spent	% Unspent
Administration					
915056	Points of Light	Funding used to support VolunteerLeon in developing "Family Friendly" volunteer service projects directly engaging families in the areas of education, environment, and economy.	-	101	#DIV/0!
915068	Leon Works Expo	Funding from the Florida Legislature, through Tallahassee Community College to support the 2016 Leon Works Expo and an entry level skills training initiative through Leon Works Junior Apprenticeship Program	100,000	3,182	96.8%
983016	EDC/Qualified Targeted Industry	Funding for the establishment of a \$1.0 million economic development incentive fund for the joint Tallahassee/Leon County Office of Economic Vitality	500,000	-	100.0%
Subtotal:			600,000	3,283	99.5%

Development Support & Environment Management

866	DEP Storage Tank Program	Annual inspections of petroleum storage tank facilities, tank removals and abandonments (operating)	161,533	155,082	4.0%
Subtotal:			161,533	155,082	4.0%

Public Safety**Emergency Medical Services**

961045*	EMS Equipment	Equipment for EMS	101,262	81,793	19.2%
961049*	DOH-EMS Match M3101	Funding from the Florida Department of Health to assist the start-up costs of a Community Paramedic Program	76,980	-	100.0%
961050*	DOH-EMS Match M4080	Funding from the Florida Department of Health to retrofit ambulance stretchers with expandable patient surface kits to allow larger patients to securely fit on the stretchers	51,500	51,500	0.0%
961051*	DOH-EMS Match M4081	Funding from the Florida Department of Health to provide CPR training to citizens in Leon County through CPR Rallies and other continuing training efforts	47,315	47,315	0.0%
961052	DOH-EMS Match M4253	Funding from the Florida Department of Health for CPR training to the public	43,700	-	100.0%
961053	DOH-EMS Match M4254	Funding from the Florida Department of Health for the purchase of 45 Automated External Defibrillators (AEDs)	39,375	-	100.0%
961054	DOH-EMS Match M4255	Funding from the Florida Department of Health for the purchase of a direct telemedicine connection between Tallahassee Memorial Hospital and the County	31,000	-	100.0%

Leon County Government

FY 2016 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY16 Budget	FY16 Spent	% Unspent
Subtotal			391,132	180,608	53.8%

Library Services

912013	E-Rate	Federal Communications Commission funding for the purchase of Internet access computers and related charges	50,190	16,505	67.1%
913023	Patron Donations	Individual patron donations designated for particular use within the library system	128,079	8,888	93.1%
913024	Capelouto Donation	Donation to the library to purchase Holocaust material	4,635	1,220	73.7%
913045	Friends-Literacy	Annual donation in support of basic literacy	40,439	7,445	81.6%
913115*	Friends Endowment	Endowment funds from Friends of the Library, a 501 (c)(3) support group	117,483	25,012	78.7%
913200*	Van Brunt Library Trust	Proceeds from the Caroline Van Brunt estate dedicated to the Library	125,811	39,740	68.4%
Subtotal			466,636	98,810	78.8%

Human Services and Community Partnerships**Housing**

124-932047	SHIP 2014-2017	Affordable housing (operating)	424,155	161,729	61.9%
124-932048	SHIP 2015-2018	Affordable housing (operating)	879,466	-	100.0%
932016	Florida Hardest Hit Program	Funding to provide foreclosure prevention assistance to program eligible residents	25,000	551	97.8%
932018	Affordable Housing Solutions	Knight Foundation grant thru the Community Foundation of North Florida for site visits to other cities to study and research affordable housing solutions for Leon County/Tallahassee.	10,000	10,000	0.0%
932077	CDBG Small Cities FY13	CDBG Small Cities grant for housing rehabilitation and replacement	750,000	1,673	99.8%
Subtotal:			2,088,621	173,952	91.7%

Resource Stewardship**Parks and Recreation**

44003	Miccosukee Canopy Road Greenway	Construction/trail improvements on the Miccosukee Canopy Road Greenway	271,988	2,958	98.9%
47001	St. Marks Greenway	Development of the St. Marks Greenway	1,410,544	41,361	97.1%
921043	Boating Improvement	State funding for boating improvements - Completed Reeves Landing, Lake Talquin Restrooms, New Cypress Landing; Rhoden Cove is pending	217,099	61,691	71.6%

Leon County Government

FY 2016 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY16 Budget	FY16 Spent	% Unspent
921064*	Amtrak Community Room	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	1,380	-	100.0%
921116*	Miccosukee Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	5,780	645	88.8%
921126*	Chaires Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	13,785	425	96.9%
921136*	Woodville Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	31,560	450	98.6%
921146*	Fort Braden Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	25,446	9,041	64.5%
921156*	Bradfordville Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities.	15,734	335	97.9%
921166*	Lake Jackson Community Center	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities. (initial revenue of \$4,740)	12,793	-	0.0%
Facilities Management					
925015	Energy Efficiency Retrofits Project	Funding for building improvements to reduce energy consumption	68,374	-	100.0%

Leon County Government

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Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY16 Budget	FY16 Spent	% Unspent
925017	BP Horizon Oil Spill	Funding to pursue programming for the Capital City Amphitheater as well as future building improvements for the amphitheater	746,693	40,000	94.6%
915058	Community Foundation of North Florida	Donation providing for the annual placement of a wreath at the WWII Memorial	750	163	78.3%
Subtotal:			2,821,926	157,068	94.4%

Public Works

Operations

214	Mosquito Control	Mosquito control activities (operating)	75,736	45,156	40.4%
916017	Big Bend Scenic Byway	Phase 2 of the development of a series of improvements along the Big Bend Scenic Byway	784,131	-	100.0%
926105	Robinson Road Flood Relief	Legislative appropriation through the Fl. Department of Environmental Protection. This funding will provide flood relief for five property owners	289,632	276,727	4.5%
926155	Woodville Heights Sewer Project	Legislative appropriation through the Fl. Department of Environmental Protection. This funding allows 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	48,410	29,496	39.1%
926165	NWFWMD Grant - Woodside Heights	Funding for the Woodside Heights subdivision septic to sewer conversion project	2,950,000	-	100.0%
001000*	Side Walks District 1	Fee paid by developers to County for sidewalk construction in lieu of constructing sidewalk with development	13,264	-	100.0%
002000*	Side Walks District 2	Fee paid by developers to County for sidewalk construction in lieu of constructing sidewalk with development	23,467	-	100.0%
003000*	Side Walks District 3	Fee paid by developers to County for sidewalk construction in lieu of constructing sidewalk with development	66,682	-	100.0%
004000*	Side Walks District 4	Fee paid by developers to County for sidewalk construction in lieu of constructing sidewalk with development	52,208	-	100.0%
005000*	Side Walks District 5	Fee paid by developers to County for sidewalk construction in lieu of constructing sidewalk with development	6,085	-	100.0%

Leon County Government

FY 2016 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY16 Budget	FY16 Spent	% Unspent
009009	Significant Benefit District 2	Fee paid by developers to County for road and safety improvements	84,669	-	100.0%
009010	Significant Benefit District 1	Fee paid by developers to County for road and safety improvements	2,415	-	100.0%
00912	Significant Benefit District 4	Fee paid by developers to County for road and safety improvements	77,852	-	100.0%
051006	Natural Bridge Road	Funding from Florida Department of Transportation for design of Natural Bridge Road Bridge replacement	985,227	1,040,580	-5.6%
053002	Pullen-Old Brainbridge intersection	Capacity fee	292,903	236,475	19.3%
054003	Bannerman - Thomasville to Meridian	Significant Benefit Funds	1,006,496	1,006,496	0.0%
054010	Beechridge Trail	Capacity fee	51,395	46,467	9.6%
055010	Magnolia Drive Multi-Use Trail	Funding for design and construction of Magnolia Drive Multi-use trail	8,103,405	1,764,008	78.2%
056005	Community Safety & Mobility	Funding from the Ox Bottom Homeowners Association for the installation of a roundabout at the Intersection of Ox Bow Road and Single Tree Trace. Under the terms of the agreement, the County will survey, design and construct the Ox Box Road roundabout	36,225	-	100.0%
057001	Intersection & Safety Improvements	Capacity fee	19,478	6,357	67.4%
057008	SR 20 / Geddie Road Project	LAP Agreement with Florida DOT	225,000	-	100.0%
918001	Southwood payment - Woodville Hwy	Proportionate share	50,178	-	100.0%

Leon County Government

FY 2016 Annual Performance and Financial Report

Grants Program Summary

*Denotes Interest Bearing Grant

Org	Grant/Program	Description/Purpose	FY16 Budget	FY16 Spent	% Unspent
921053*	Tree Bank	Payment for the planting of trees which can not be practically planted on development sites	49,079	2,698	94.5%
Subtotal:			15,293,937	4,454,460	70.9%
<u>Intervention and Det. Alternatives</u>					
Supervised Pre-trial Release					
982060	FDLE JAG Grant Pretrail FY 15	Funding for positions in the GPS and drug/alcohol testing programs (operating)	24,055	12,096	49.7%
982061	FDLE JAG Grant Pretrail FY 16	Funding for positions in the GPS and drug/alcohol testing programs (operating)	120,000	10,208	91.5%
915013	Slosberg-Driver's Education	A program that funds organizations providing driver education	179,563	87,305	51.4%
Subtotal			323,618	109,609	66.1%
<u>Judicial</u>					
943085	DCF - Drug Court Grant	Testing and treatment cost relating to Adult Drug Court	50,273	16,656	66.9%
944010	Veterans Court	Funding from the State to create and maintain a court program for veterans	125,000	108,352	13.3%
Subtotal:			175,273	125,008	28.7%
<u>Constitutionals</u>					
Sheriff					
864	Emergency Management Base Grant	Emergency management activities (operating)	121,155	121,155	0.0%
Subtotal:			121,155	121,155	0.0%
<u>Miscellaneous</u>					
991	Grant Match Funding	Funding set aside to meet grant requirements - the beginning budget was \$90,000, the current budget reflects the drawdown of grant match funds during the year	90,000	-	100.0%
Subtotal:			90,000	-	100.0%
SUBTOTAL:			22,533,831	5,579,036	75.2%
Minus Operating/Transfers			1,782,045	493,329	72.3%
TOTAL			20,751,786	5,085,707	75.5%

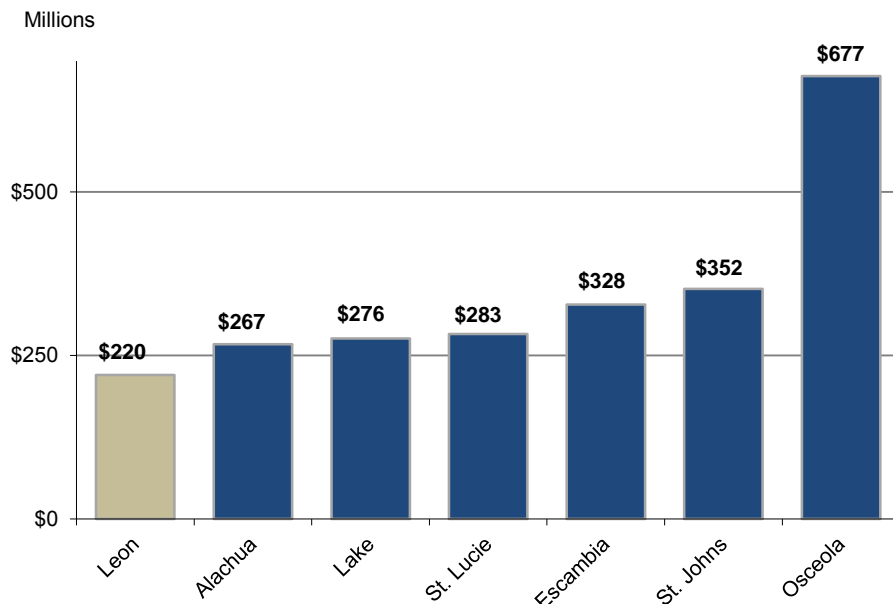


Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

Comparative Data for Like-Sized Counties

Total Net Budget (FY16)

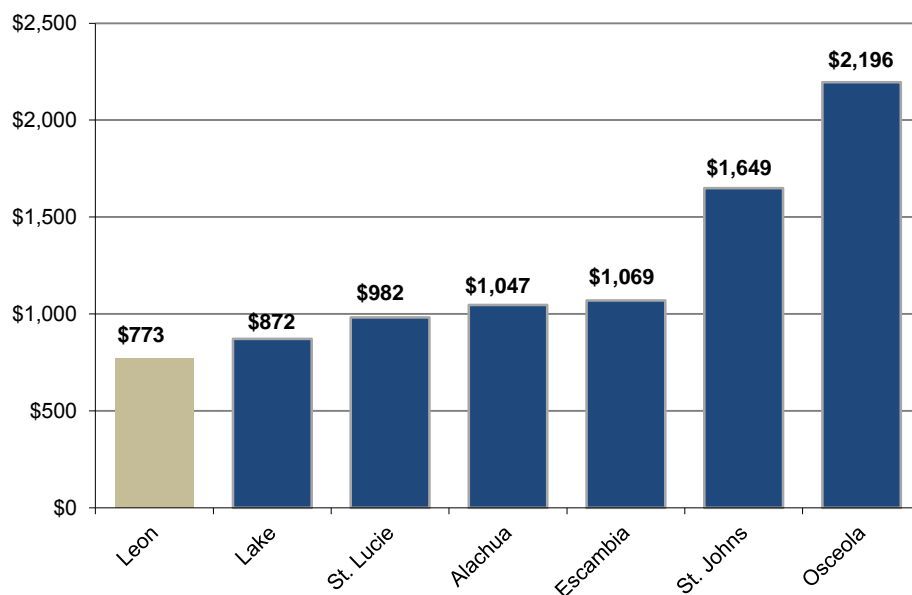


Leon County ranks lowest in operating budget among like-sized counties, with a net budget of \$220 million. Alachua County's net budget is 11.7% higher than Leon County's.

As recommended by the International City County Management Association (ICMA), total net budget excludes capital and county total budgeted reserves.

Source: FY16 Leon County Office of Management and Budget Survey

Net Budget Per Countywide Resident (FY16)



Leon County is the lowest for dollars spent per county resident—second to Lake County. Osceola County spends more than two times the amount per resident than Leon County. The next closest County's net budget per capita is 13% higher than Leon County's (Lake County).

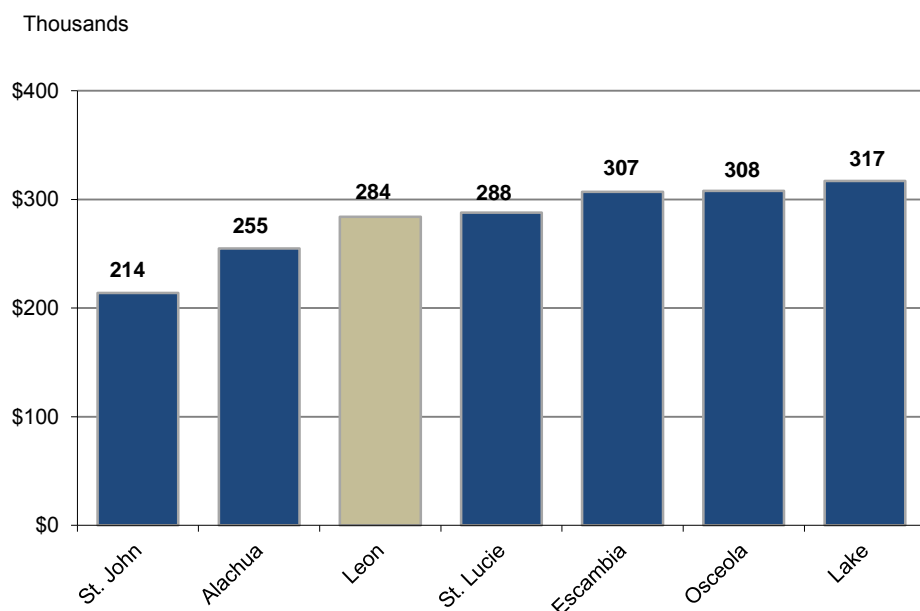
Source: University of Florida, Bureau of Economic and Business Research, 4/1/2015 & FY16 Leon County Office of Management and Budget Survey

Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

Comparative Data for Like-Sized Counties

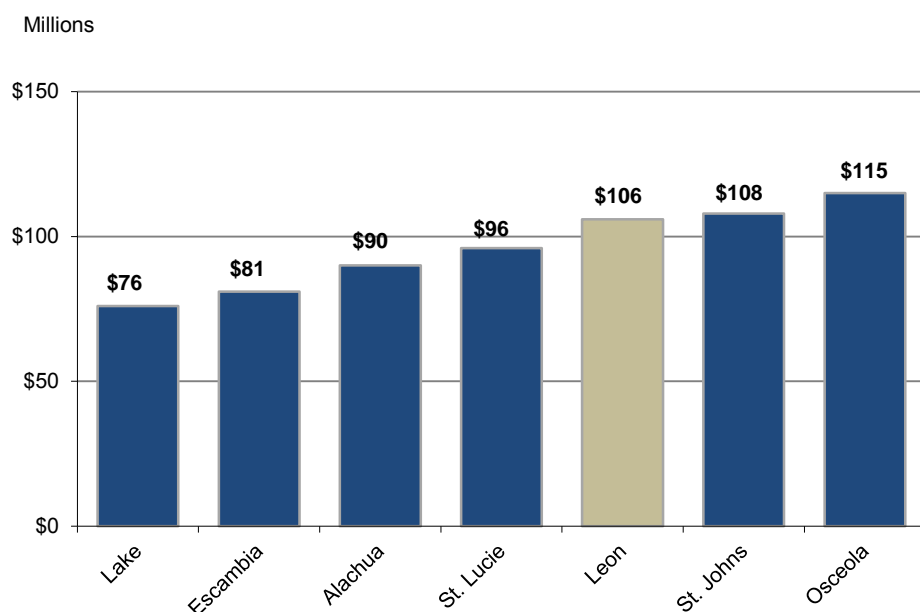
Countywide Population (2015)



The Florida Bureau of Economic and Business Research estimated the Leon County 2015 population at 284,443 residents. The selection of comparative counties is largely based on population served.

Source: University of Florida, Bureau of Economic and Business Research, 4/1/2015

Anticipated Ad Valorem Tax Collections (FY16)



Among the like-sized counties, Leon County collects \$106 million in ad valorem taxes. Leon County collects \$10 million more than the median collection (\$96 million). Due to the 2008 passage of property tax reform by referendum and enabling legislative actions, ad valorem tax collections rates were significantly impacted in all counties. In addition, decreased property valuations associated with the recession and a repressed housing market will further affect collections in the near term. Ad valorem taxes account for 50% of the County's operating revenue.

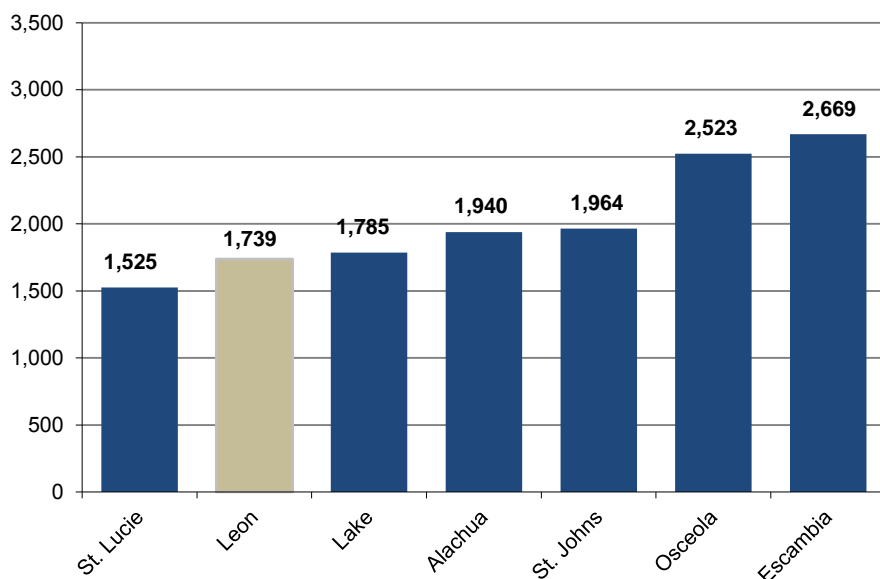
Source: Florida Department of Revenue 2015 Taxable Value by County

Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

Comparative Data for Like-Sized Counties*

Total Number of County Employees (FY16)

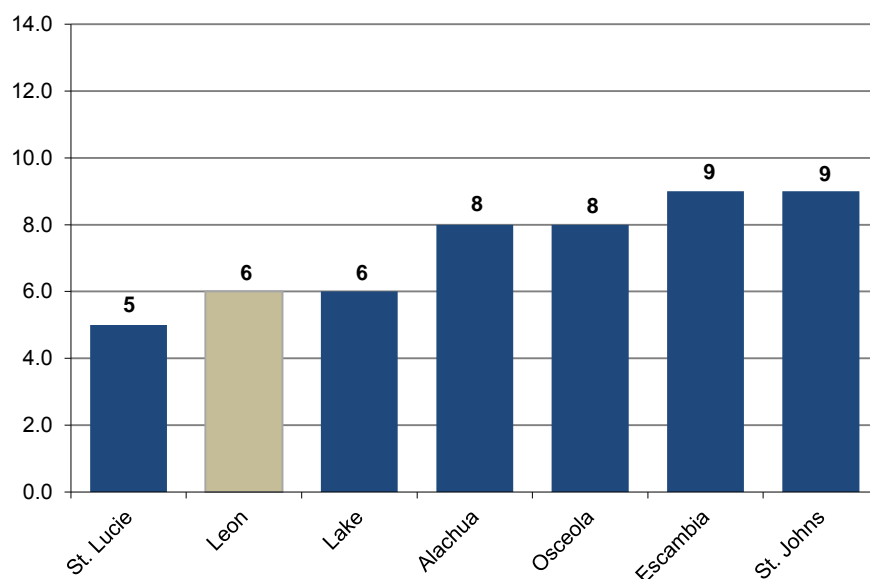


County employees consist of Board, Constitutional, and Judicial Offices. Leon County continues to rank the second lowest number of county employees among like-size counties.

All of the comparable counties surveyed reported a higher number of employees than reported in FY15.

Source: FY16 Leon County Office of Management and Budget Survey

County Employees per 1,000 Residents (FY16)



Leon County ranks second, tied with Lake County with a ratio of 6 employees for every thousand County residents.

Source: University of Florida, Bureau of Economic and Business Research, 4/1/2015 & FY16 Leon County Office of Management and Budget Survey

* Comparative Counties updated based on 2015 population estimates.
Source: University of Florida, Bureau of Economic and Business Research, 4/1/2015.

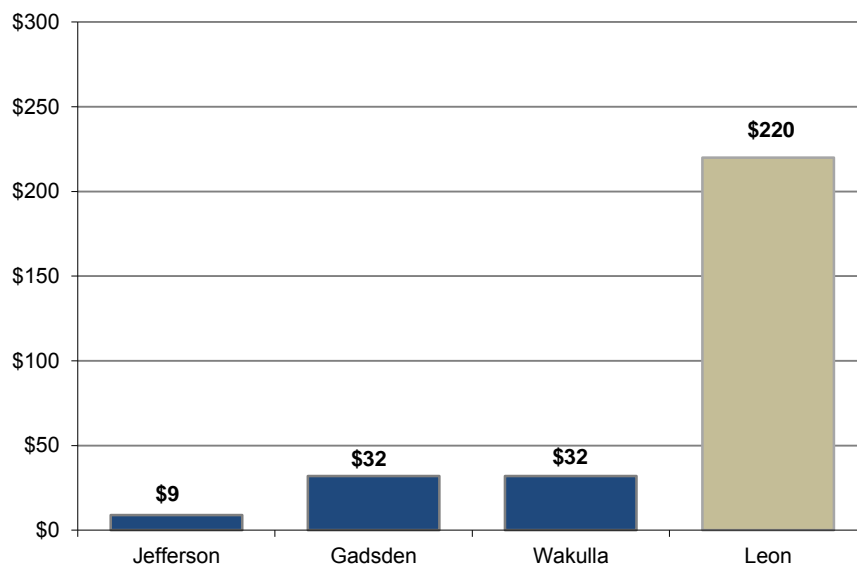
Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

Comparative Data for Surrounding Counties

Total Net Budget (FY16)

Millions

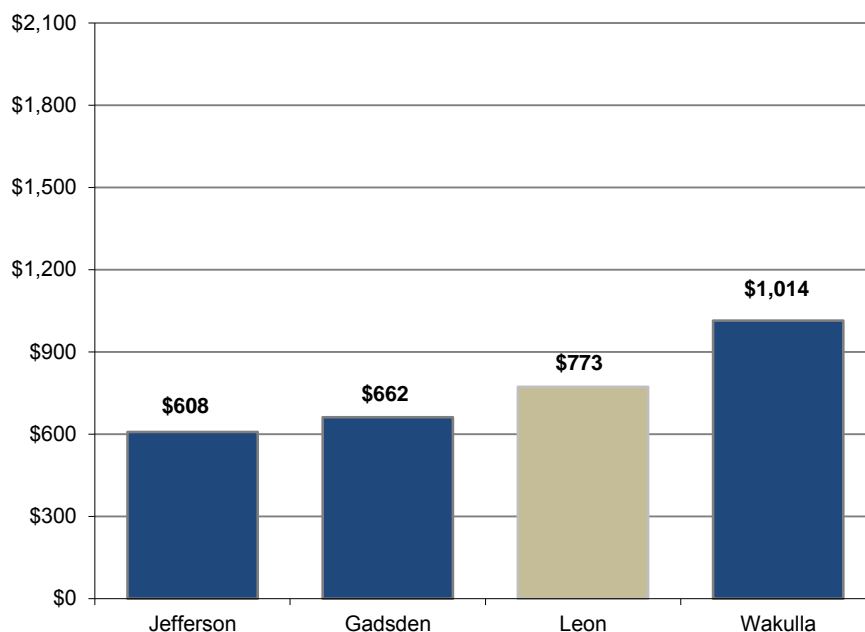


Leon County ranks highest in operating budget among surrounding counties, with a net budget of \$220 million. Jefferson County ranks lowest with a net budget of \$8.8 million.

As recommended by the International City County Management Association (ICMA), total net budget excludes capital and county total budgeted reserves.

Source: FY16 Leon County Office of Management and Budget Survey

Net Budget Per Countywide Resident (FY16)



Leon County is the third lowest for dollars spent per county resident. Gadsden County spends 14% less, while Jefferson County spends 21% less per county resident.

Source: University of Florida, Bureau of Economic and Business Research, 4/1/2015 & FY16 Leon County Office of Management and Budget Survey

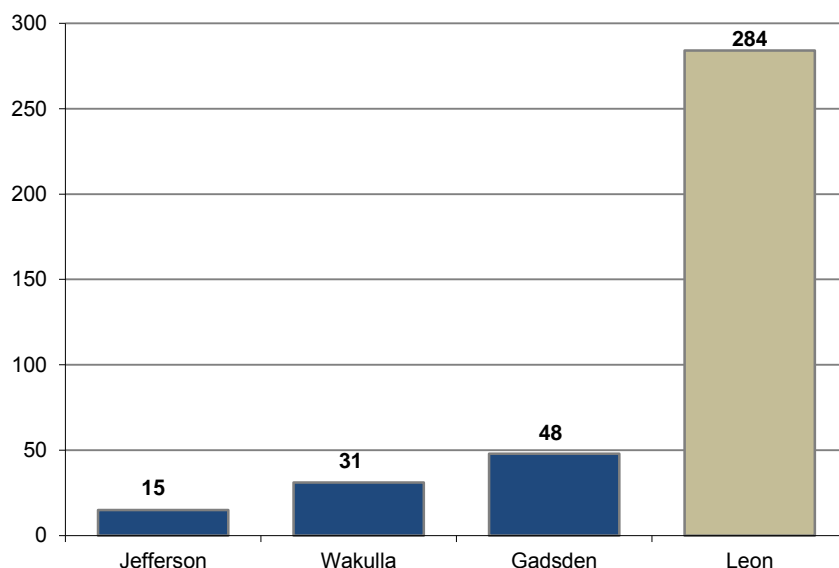
Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

Comparative Data for Surrounding Counties

Countywide Population (2015)

Thousands

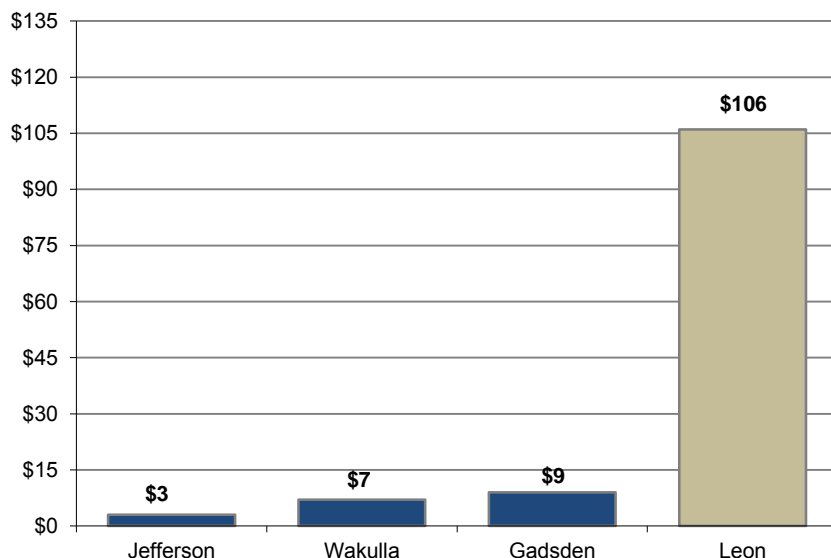


The Florida Bureau of Economic and Business Research estimated the 2015 Leon County population at 283,185. Leon County has approximately 238,000 more residents than neighboring Gadsden County which has the next highest population. Of the surrounding counties, Gadsden has the highest projected population growth rate since the 2010 census at 4.2% compared to Leon (3.3%), Wakulla (1.6%), and Jefferson (-1.6%).

Source: University of Florida, Bureau of Economic and Business Research, 4/1/2015

Anticipated Ad Valorem Tax Collections (FY16)

Millions



Among the surrounding counties, Leon County collects the highest amount of ad valorem taxes.

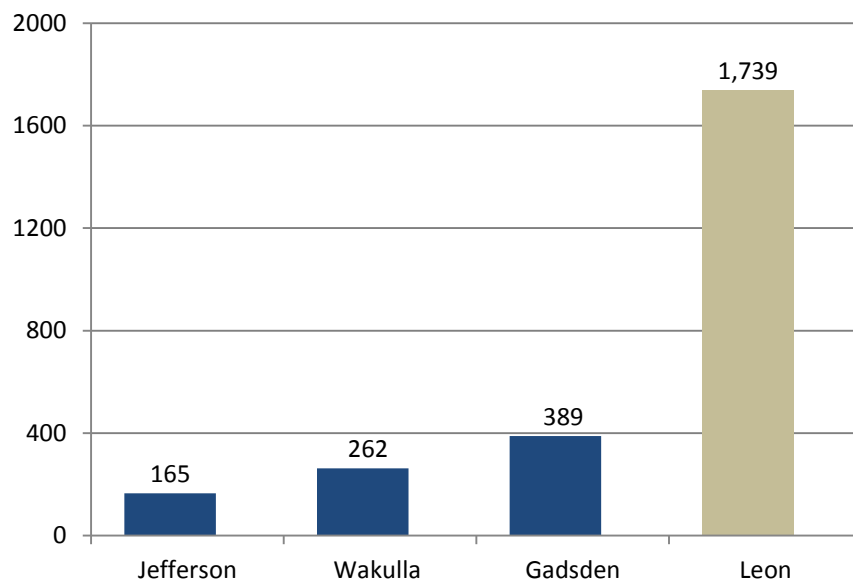
Source: Florida Department of Revenue 2015 Taxable Value by County

Leon County Government

Fiscal Year 2016 Annual Performance and Financial Report

Comparative Data for Surrounding Counties

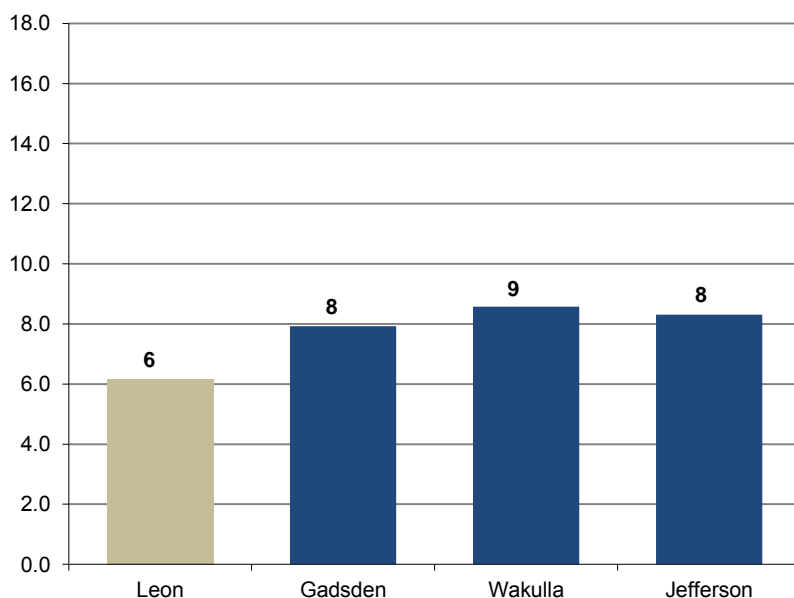
Total Number of County Employees (FY16)



County employees consist of Board, Constitutional, and Judicial Offices. Leon County has the highest number of county employees.

Source: FY16 Leon County Office of Management and Budget Survey

Total County Employees per 1,000 Residents (FY16)



Leon County has a ratio of 6 employees for every thousand county residents. When compared to surrounding counties, Leon County ranks the lowest.

Source: University of Florida, Bureau of Economic and Business Research, 4/1/2015 & FY16 Leon County Office of Management and Budget Survey

Leon County Government**Fiscal Year 2016 Annual Performance and Financial Report****Comparative Data for All Counties****Net Budget per Countywide Resident**

County	Net Budget Per Capita	Staff Per 1,000	%Exempt
Liberty County	\$293	14.5	66%
Columbia County	\$444	7.9	35%
Lafayette County	\$586	9.3	41%
Baker County	\$607	8.1	42%
Jefferson County	\$608	11.4	35%
Santa Rosa County	\$616	5.4	31%
Gadsden County	\$662	8.1	41%
Flagler County	\$739	6.6	26%
Leon County	\$773	6.1	38%
Holmes County	\$856	7.3	42%
Lake County	\$872	5.6	27%
Clay County	\$877	6.8	30%
Union County	\$884	8.2	51%
Citrus County	\$913	7.1	28%
Seminole County	\$925	6.6	20%
Suwannee County	\$925	7.9	28%
Marion County	\$941	7.3	29%
Highlands County	\$953	8.7	30%
Madison County	\$965	11.4	30%
Volusia County	\$968	6.5	27%
Taylor County	\$971	10.4	25%
Jackson County	\$981	7.6	38%
Saint Lucie County	\$982	5.3	26%
Lee County	\$989	7.2	16%
Wakulla County	\$1,014	8.4	38%
Polk County	\$1,015	6.5	26%
Sumter County	\$1,038	5.5	21%
Alachua County	\$1,048	7.6	47%
Putnam County	\$1,061	9.2	31%
Pasco County	\$1,065	8.0	29%
Escambia County	\$1,069	8.7	39%
Okeechobee County	\$1,071	9.9	30%
Pinellas County	\$1,084	5.4	24%

County	Net Budget Per Capita	Staff Per 1,000	%Exempt
Brevard County	\$1,093	6.6	38%
Hernando County	\$1,135	8.0	35%
Levy County	\$1,153	12.3	33%
Bay County	\$1,155	7.2	25%
Bradford County	\$1,157	8.3	32%
Glades County	\$1,197	14.9	60%
Nassau County	\$1,210	8.5	21%
DeSoto County	\$1,231	9.4	29%
Washington County	\$1,374	8.3	30%
Hendry County	\$1,392	9.2	44%
Hamilton County	\$1,448	12.8	23%
Hillsborough County	\$1,461	7.6	25%
Hardee County	\$1,471	11.8	22%
Palm Beach County	\$1,517	8.0	16%
Okaloosa County	\$1,519	7.0	23%
Manatee County	\$1,529	9.1	17%
Orange County	\$1,533	8.0	22%
Gilchrist County	\$1,542	10.5	33%
Indian River County	\$1,588	9.3	19%
Saint Johns County	\$1,649	9.2	20%
Martin County	\$1,672	10.8	18%
Miami-Dade County	\$1,775	9.9	19%
Broward County	\$1,847	6.4	21%
Sarasota County	\$1,922	9.0	18%
Walton County	\$1,956	15.4	12%
Calhoun County	\$2,097	8.7	31%
Gulf County	\$2,113	11.1	33%
Osceola County	\$2,196	8.2	23%
Duval County	\$2,252	7.9	34%
Franklin County	\$2,316	13.9	30%
Collier County	\$2,392	10.3	12%
Monroe County	\$3,477	17.2	21%
Charlotte County	\$3,930	6.6	23%

1. 2015 population date source: University of Florida, Bureau of Economic and Business Research, 4/1/2015.

2. Operating budget.

3. Preliminary data from Table 4 Just Values - Real, Personal and Centrally Assessed Property Tax Roll and the Reconciliation of Preliminary and Final Tax Roll from Florida Property Valuations & Tax Data book (December 2015).

4. Dixie County was non-responsive to survey request, therefore is not included in the above list.

Leon County Government**Fiscal Year 2016 Annual Performance and Financial Report****Comparative Data for All Counties****Percent of Exempt Property**

County	%Exempt	Net Budget Per Capita	Staff Per 1,000
Collier County	12%	\$2,392	10.3
Walton County	12%	\$1,956	15.4
Palm Beach County	16%	\$1,517	8.0
Lee County	16%	\$989	7.2
Manatee County	17%	\$1,529	9.1
Sarasota County	18%	\$1,922	9.0
Martin County	18%	\$1,672	10.8
Miami-Dade County	19%	\$1,775	9.9
Indian River County	19%	\$1,588	9.3
Saint Johns County	20%	\$1,649	9.2
Seminole County	20%	\$925	6.6
Sumter County	21%	\$1,038	5.5
Broward County	21%	\$1,847	6.4
Nassau County	21%	\$1,210	8.5
Monroe County	21%	\$3,477	17.2
Orange County	22%	\$1,533	8.0
Hardee County	22%	\$1,471	11.8
Okaloosa County	23%	\$1,519	7.0
Charlotte County	23%	\$3,930	6.6
Hamilton County	23%	\$1,448	12.8
Osceola County	23%	\$2,196	8.2
Pinellas County	24%	\$1,084	5.4
Hillsborough County	25%	\$1,461	7.6
Bay County	25%	\$1,155	7.2
Taylor County	25%	\$971	10.4
Polk County	26%	\$1,015	6.5
Flagler County	26%	\$739	6.6
Saint Lucie County	26%	\$982	5.3
Lake County	27%	\$872	5.6
Volusia County	27%	\$968	6.5
Suwannee County	28%	\$925	7.9
Citrus County	28%	\$913	7.1
Pasco County	29%	\$1,065	8.0
DeSoto County	29%	\$1,231	9.4
Marion County	29%	\$941	7.3
Franklin County	30%	\$2,316	13.9
Okeechobee County	30%	\$1,071	9.9
Washington County	30%	\$1,374	8.3
Madison County	30%	\$965	11.4
Clay County	30%	\$877	6.8
Highlands County	30%	\$953	8.7
Putnam County	31%	\$1,061	9.2
Calhoun County	31%	\$2,097	8.7
Santa Rosa County	31%	\$616	5.4
Bradford County	32%	\$1,157	8.3
Gilchrist County	33%	\$1,542	10.5
Gulf County	33%	\$2,113	11.1
Levy County	33%	\$1,153	12.3
Duval County	34%	\$2,252	7.9
Jefferson County	35%	\$608	11.4
Columbia County	35%	\$444	7.9
Hernando County	35%	\$1,135	8.0
Brevard County	38%	\$1,093	6.6
Wakulla County	38%	\$1,014	8.4
Leon County	38%	\$773	6.1
Jackson County	38%	\$981	7.6
Escambia County	39%	\$1,069	8.7
Gadsden County	41%	\$662	8.1
Lafayette County	41%	\$586	9.3
Holmes County	42%	\$856	7.3
Baker County	42%	\$607	8.1
Hendry County	44%	\$1,392	9.2
Alachua County	47%	\$1,048	7.6
Union County	51%	\$884	8.2
Glades County	60%	\$1,197	14.9
Liberty County	66%	\$620	14.5

Leon County Government**Fiscal Year 2016 Annual Performance and Financial Report****Comparative Data for All Counties****Total County Employees per 1,000 Residents**

County	Staff Per 1,000	# of Employees	%Exempt	County	Staff Per 1,000	# of Employees	%Exempt
Saint Lucie County	5.3	1,525.24	26%	Osceola County	8.2	2,522.60	23%
Santa Rosa County	5.4	877.00	31%	Bradford County	8.3	226	32%
Pinellas County	5.4	5,098.00	24%	Washington County	8.3	208	30%
Sumter County	5.5	631	21%	Wakulla County	8.4	262	38%
Lake County	5.6	1,785.00	27%	Nassau County	8.5	649.83	21%
Leon County	6.1	1739	38%	Highlands County	8.7	875	30%
Broward County	6.4	11,654.00	21%	Escambia County	8.7	2,668.63	39%
Volusia County	6.5	3,342.46	27%	Calhoun County	8.7	127	31%
Polk County	6.5	4,146.00	26%	Sarasota County	9.0	\$3,531.00	18%
Seminole County	6.6	2904	20%	Manatee County	9.1	3,173.00	17%
Flagler County	6.6	670	26%	Putnam County	9.2	665.72	31%
Charlotte County	6.6	1105	23%	Hendry County	9.2	350	44%
Brevard County	6.6	3,721.50	38%	Saint Johns County	9.2	1,964.47	20%
Clay County	6.8	1,368.53	30%	Indian River County	9.3	1,328.00	19%
Okaloosa County	7.0	1,344.00	23%	Lafayette County	9.3	81	41%
Citrus County	7.1	1,008.00	28%	DeSoto County	9.4	327	29%
Lee County	7.2	4,771.00	16%	Miami-Dade County	9.9	26,185.00	19%
Bay County	7.2	1,255.00	25%	Okeechobee County	9.9	397	30%
Holmes County	7.3	145	42%	Collier County	10.3	3,526.87	12%
Marion County	7.3	2,488.82	29%	Taylor County	10.4	238	25%
Hillsborough County	7.6	10,032.00	25%	Gilchrist County	10.5	177	33%
Alachua County	7.6	1,939.65	47%	Martin County	10.8	1,618.50	18%
Jackson County	7.6	386	38%	Gulf County	11.1	182.15	33%
Duval County	7.9	7,110.00	34%	Madison County	11.4	218	30%
Columbia County	7.9	540	35%	Jefferson County	11.4	165	35%
Suwannee County	7.9	353	28%	Hardee County	11.8	326	22%
Hernando County	8.0	1,408.00	35%	Levy County	12.3	499	33%
Pasco County	8.0	3,899.00	29%	Hamilton County	12.8	187	23%
Palm Beach County	8.0	11,029.00	16%	Franklin County	13.9	165	30%
Orange County	8.0	10,057.00	22%	Liberty County	14.5	126	66%
Gadsden County	8.1	389	41%	Glades County	14.9	191	60%
Baker County	8.1	220	42%	Walton County	15.4	933.25	12%
Union County	8.2	130	51%	Monroe County	17.2	1,276.10	21%



**Leon County
Board of County Commissioners**


Notes for Agenda Item #28

Leon County Board of County Commissioners

Cover Sheet for Agenda #28

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Status Report on Emerging Wireless Communication Facilities and Adoption of a Resolution Instituting a Six Month Moratorium to Review Communication Antenna Support Structures (CASS) Deployment in the County's Right-of-Ways (ROW)

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Nicki Paden, Management Intern

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

- Option #1: Accept Status Report on Emerging Wireless Communication Facilities.
- Option #2: Adopt the Resolution enacting a six month moratorium on Communication Antenna Support Structures (CASS) deployment in the County's ROW and direct staff to develop regulatory guidelines embracing CASS technology for the Board's consideration (Attachment #1).

Report and Discussion

Background:

This agenda item requests Board consideration of a Resolution instituting a six month moratorium ceasing the consideration of requests submitted by the telecommunications industry to deploy new technology in the form of wireless telecommunication facilities and antennas in Leon County's right-of-ways (ROW). Since the County does not have a regulatory framework for these structures to be placed in the ROW, the proposed resolution would only apply to requests to locate in the County's ROW and would not restrict the siting of communication antennas on privately owned property or public facilities as currently allowed by County Ordinance.

In January of 1997, as cellular technology began to grow, the Board made changes to the County's Land Development Code (LDC) to develop the existing regulatory framework for CASS. Section 10-6.812 of the LDC encourages collocation of CASS on private property, allows for the utilization of public facilities, and provides zoning and height restrictions but access to the County's ROW is reserved for utility services (Attachment #2). Chapter 16, Article IV of County Codes provide guidance on the licensing, authorization of fees, and bonding associated with utilization of the County's ROW for utility services such as water, sewage, or gas, but does not reference CASS (Attachment #3).

New wireless telecommunication technology is emerging across the nation as consumer demand for better connectivity of wireless devices is on the rise. Communication antenna support structures (CASS), such as Distributed Antenna Systems and small cells, are beginning to be deployed across the country in an effort to expand and improve wireless networks. CASS are wireless-signal transmitting facilities that require less power and a smaller footprint compared to larger cell-sites to provide coverage across smaller proximities.

CASS providers seek to deploy their communication devices on existing structures, i.e. utility poles, or develop new structures in the ROW to improve data coverage (Attachment #4). CASS are used to enhance service in highly populated areas and "fill the gaps" in areas where data provided coverage is weak or where it would be infeasible to fit a traditional macro-sized cell tower. CASS providers are pursuing local government's ROW instead of the standard location of large cell towers to enhance wireless service in poorly-connected areas, highly traveled and populated areas, and improve GPS connectivity.

As CASS providers pursue development in the ROW, a review of this new technology and the deployment of structures in the ROW is necessary to develop a regulatory framework that balances industry growth along with resident concerns. Concerns may include the safety of the structures within proximity to the roadway, the proliferation of these antennas, the aesthetic makeup of these structures, and the process to approve the citing of these devices

Analysis:

Leon County is one of many local governments in Florida facing new challenges as the regulators and property managers of the County's ROW. Current statutory provisions governing wireless facility placement do not specifically address the issues arising from the communication antenna support structures. However, during the 2016 legislative session, CS/SB 416 amended Section 125.42, Florida Statutes, expanding the County's authority to grant ROW licenses to providers of communication services. In addition, SB 416 revised Section 337.401, Florida Statutes, shifting the relocation costs of utility facilities located in the ROW to local governments when public works projects are being conducted. SB 416 is believed to have triggered the interest of CASS providers to pursue less-restrictive deployment in local government's ROW.

The Florida Department of Transportation (FDOT) and local governments are authorized to prescribe and enforce reasonable rules or regulations related to the placement of utilities within the ROW. As the industry continues to expand faster than the development of a regulatory framework, there were ambiguities surrounding whether CASS should be considered utilities and whether these facilities are preempted from deployment in the ROW. Despite the lack of authoritative support from FDOT, the CASS industry contends that they should be considered utilities granting their right to deploy in the ROW. As a result, the Florida Association of County Attorneys (FACA) formed the Cell Tower-ROW Task Force to research and analyze the various issues surrounding the deployment of CASS in the ROW. The FACA Task Force consisted of attorneys from seven counties across the state, including Leon County, to deliberate how to interpret these emerging issues.

FDOT, FACA, the Leon County Attorney's Office, and the Public Service Commission (PSC) have independently reached a consensus that CASS are not utilities. FDOT's Rule 14-46, in conjunction with the Utility Accommodation Manual (Attachment #5), indicates that CASS are not utilities and that local governments may reject the issuance of issue utility permits in the ROW to CASS providers. In addition, the structures do not connect to any utility lines and can be much taller, upwards of 120 feet, than traditional utility poles and the wireless devices do not need to occupy a ROW to serve a public need. Further, the PSC exercises regulatory authority over utilities such as electric, natural gas, and telecommunications. The PSC recognizes the emerging technology; however the PSC does not regulate CASS since the facilities are not utilities (Attachment #6). Therefore, without utility status, the Board is not required to allow CASS providers to deploy in the ROW. Should the Board wish to embrace this emerging technology, staff would need time to develop the regulatory framework and Board policy guidance in order to process these requests.

As CASS providers begin to pursue the County's ROW following the revisions of Sections 125.42 and 337.410, lack of regulation puts the County at risk of violating federal and state law. The Federal Communications Commission (FCC) has declared that local authorities must act on requests for authorization to place, construct, or modify a personal wireless service facility within a reasonable period of time. In accordance to the Declaratory Ruling, known as the "Shot Clock Ruling", local authorities must process collocation applications within 90 days and all

other applications in 150 days. The shot clock begins once an application filed, with 30 days for the local government to review the application and request additional information. Any application that is unaddressed or ignored is considered approved after the deadline. In addition, any denial of an application must be in writing and supported by substantial evidence in a written record.

Therefore, the County can deny applications for CASS deployment in the ROW, but risks the chance of providers challenging the County's decision due to lack of substantial evidence, shifting the burden to local governments to prove that the denied request is authorized, reasonable, and non-discriminatory, which will be more difficult without a regulatory framework in place.

Furthermore, if the Board considers permitting CASS in the ROW, immediate action is required due to Shock Clock time limits. Currently, the County lacks the regulatory framework to govern the deployment of the CASS in the ROW. Therefore, staff will need additional time to develop regulations that address potential safety, aesthetic, and environmental concerns before considering any CASS applications for deployment in the ROW to avoid any legal challenges. Should the Board wish to consider CASS deployments in the ROW, CASS deployment throughout Leon County may be inconsistent due to separate road management by the County, City, and State. Additional time would grant staff the opportunity to consider engaging the City and the private wireless communication industry with the regulatory development process. If the Board decides not to pursue the emerging technology, the lack of a regulatory framework is likely not enough to withstand a legal challenge in regards to denied applications. Therefore, an ordinance banning CASS in the ROW would be recommended. FACA and the County Attorney's Office recommend counties enact a moratorium to avoid legal challenges surrounding the federal shot clock ruling. As a result, Board action is necessary in order to adequately process applications for CASS within the ROW.

Numerous counties and cities throughout Florida have also been confronted with CASS applications for deployment in public ROW. In response to the submission of several applications prior to the development of a regulatory framework, Martin County imposed an 18-month moratorium (Attachment #7) in September 2016. A moratorium temporarily halts certain development activities established for the purpose of giving a local government time to plan, consider, review, adopt and/or revise its development regulations. Martin County's staff proposed the moratorium to undertake a study of appropriate distance separation requirements, appropriate locations, and other regulations of wireless communications facilities within the ROW. In addition, Manatee County adopted a resolution (Attachment #8) ceasing the acceptance of applications for ROW permits to deploy CASS in the ROW until their codes are revised to adequately regulate the standards which will apply to such facilities or until February 10, 2017, whichever of these occurs first.

Leon County has previously imposed moratoriums on other emerging technologies such as the siting of television and radio broadcast towers to develop a consensus and regulatory framework for the industry and affected residents (Attachment #9). A moratorium was placed on the

Title: Acceptance of a Status Report on Emerging Wireless Communication Facilities and Adoption of a Resolution Enacting a Six Month Moratorium to Review CASS Deployment in the County's ROW

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issuance of permits, development orders, and site and development plan consideration for television and radio broadcast towers from April 30, 2002 until August 31, 2002 which was later extended to October of 2002. The Board believed a moratorium was in the best interest of the citizens and residents of Leon County to allow the necessary research and deliberative time for consideration, and potential enactment of, regulations concerning television and radio broadcast towers and equipment.

Moratoriums are typically utilized to cease development activity to provide time to revise current and existing regulations or, as is the case here, create new regulations for technologies not considered in the Code. Moratoriums can be enacted by either ordinance or resolution. If the proposed moratorium can impact development plans permitted by existing regulations, the moratorium must be enacted by an ordinance and a public hearing must be conducted. However, current County Codes do not address or regulate CASS deployment in the ROW; therefore the County may pursue a moratorium by resolution. The County Attorney's Office has recommended adopting a resolution as it would also authorize the County to cease the consideration of applications of ROW permits for CASS in a more timely manner, allowing staff to develop appropriate regulations while decreasing the County's likelihood of violating the Shock Clock time limit. The County Attorney's Office created a Resolution that authorizes the Board to cease consideration of ROW permits for CASS for six months to develop and adopt regulations pertaining to the deployment of such facilities in the County's ROW (Attachment #1).

The adoption of the Resolution ceasing applications for, and approval of, permits or development orders to deploy the facilities in the ROW, would grant staff sufficient time to develop regulations for the Board's consideration regarding the emerging wireless technology. Since the County does not have a regulatory framework for these structures to be placed in the ROW, the proposed Resolution would only apply to requests to locate in the County's ROW and would not restrict the siting of communication antennas on privately owned property or public facilities as currently allowed by County Ordinance. Further, industry representatives are expected to seek additional authority and guidance from the state during the 2017 legislative session which may govern the final product presented to the Board following the moratorium.

The proposed six month resolution would allow staff to address regulatory considerations such as:

- Safety requirements;
- County, City, and State road management
- Surrounding tree coverage including Canopy Roads;
- Camouflage structures to prevent adverse visual effects;
- Fee schedule creation;
- Height restrictions;
- Feasible collocation requirements;
- Pole interval distance requirements of each service provider; and
- The order in which providers will be permitted to develop.

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Regardless of the Board's position on the deployment of CASS in the ROW, additional time is needed to revise the County's code to reflect the Board's policy guidance and resource priorities to support the Board's decision. Staff recommends Board acceptance of the status report and adoption of the Resolution granting staff six months to review and develop a regulatory framework for the deployment of CASS facilities and antennas in the County's ROW.

Options:

1. Accept the Status Report on Emerging Wireless Communication Facilities
2. Adopt the Resolution enacting a six month moratorium on Communication Antenna Support Structures (CASS) deployment in the County's ROW and direct staff to develop regulatory guidelines embracing CASS technology for the Board's consideration (Attachment #1).
3. Adopt the Resolution enacting a six month moratorium on CASS deployment in the County's ROW and direct the County Attorney's Office to prepare an Ordinance prohibiting CASS deployment in the County's ROW.
4. Do not accept the Status Report on Emerging Wireless Communication Facilities.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Proposed Resolution enacting a six month moratorium on CASS deployment in the County's ROW
2. Leon County Code of Ordinances Division 8, Section 10-6.812
3. Leon County Code of Ordinances Chapter 16, Article IV
4. Photos of communication antenna support structures
5. FDOT's Rule 14-46 and Utility Accommodation Manual
6. Public Service Commission Regulation Chart
7. Martin County Agenda Item Summary
8. Manatee County Resolution 16-147
9. Leon County Moratorium (2002) on the Approval of Applications for Development Orders Approving the Siting and Construction of Radio and Television Broadcast Towers

RESOLUTION NO. R16-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ESTABLISHING A TEMPORARY CESSATION OF THE ACCEPTANCE OF PERMIT APPLICATIONS FOR THE PLACEMENT, CONSTRUCTION OR INSTALLATION OF WIRELESS COMMUNICATION STRUCTURES AND/OR FACILITIES IN COUNTY RIGHTS-OF-WAY PENDING REVISION OF THE COUNTY'S CODE TO ADDRESS THE PLACEMENT, CONSTRUCTION AND INSTALLATION OF THESE STRUCTURES OR FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Leon County owns and/or controls and manages lands designated as rights-of-way; and

WHEREAS, governmental rights-of-way have traditionally been utilized for, among other uses, the placement of public and private utility systems and structures so as to facilitate the delivery of utility services and maintenance of utility systems; and

WHEREAS, Chapter 16 of the Code of Laws of Leon County contains the County's current provisions pertaining to streets, roads and public ways; and

WHEREAS, Section 10-6.812 of the Code of Laws of Leon County provides regulations and requirements pertaining to communication antennas and communication antenna support structures, but does not apply to government-owned property; and

WHEREAS, new technologies in the provision of wireless communications services are emerging, such as Distributed Antenna Systems (DAS) and "small cell" systems, which may entail requests to place smaller and more numerous communication structures and/or facilities in public rights-of-way in order to improve wireless connectivity and coverage; and

WHEREAS, the Code of Laws of Leon County does not contemplate nor address these new technologies that have developed in the rapidly changing telecommunications

industry, as traditionally these types of structures and facilities have not been installed in the County's rights-of-way; and

WHEREAS, the Board of County Commissioners of Leon County hereby finds that the County's rights-of-way are a limited and vital resource which must be properly and safely managed for current, as well as future, utility needs; and

WHEREAS, Section 704(a) of the Telecommunications Act of 1996, codified at 47 U.S.C. § 332(c)(7), preserves state and local authority over decisions concerning the placement, construction, and modification of personal wireless service facilities, provided the regulations do not unreasonably discriminate among providers of functionally equivalent services, and do not prohibit, or have the effect of prohibiting, the provision of personal wireless services; and

WHEREAS, Section 337.401, Florida Statutes grants local governments the authority to prescribe and enforce reasonable, non-discriminatory rules and regulations regarding the placement of telephone, telegraph, or other communication service lines or poles within the rights-of-way; and

WHEREAS, the Board of County Commissions deems it to be in the best interests of the health, public safety, and welfare of the citizens and residents of the County to temporarily cease the acceptance of applications for permits to place, construct or install wireless communication structures and/or facilities in the County's rights-of-way; and

WHEREAS, a temporary cessation of the acceptance of applications for permits to place, construct or install wireless communication structures and/or facilities in the County's rights-of-way will enable the County's staff to properly study the regulatory requirements for such structures and/or facilities;

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

1. The County shall cease the acceptance of applications for permits to place, construct or install wireless communication structures and/or facilities in the County's rights-of-way and the County shall not issue any permit or development order for wireless communication structures and/or facilities in the County's rights-of-way until one of the following first occurs:

- (a) The Board of County Commissioners adopts amendments to the Code of Laws of Leon County to provide sufficient regulations and standards for the placement, construction or installation of wireless communication structures and/or facilities in the County's rights-of-way; or
- (b) 12:00 a.m. on Wednesday, June 14, 2017; or
- (c) The Board rescinds this Resolution.

2. The County Administrator, or designee, and the County Attorney, or designee, are hereby directed to develop such ordinances as may be required to ensure that the Code of Laws of Leon County provides sufficient regulations and standards for processing applications to place, construct or install wireless communications structures and/or facilities, such as Distributed Antenna Systems (DAS) and "small cell" systems, in the County's rights-of-way, so as to facilitate the provision of effective wireless communications services to the County's citizens and businesses while also ensuring the safety, aesthetic, financial and infrastructure planning needs of the County.

3. This Resolution shall not restrict or prohibit communication antennas and communication antenna support structures from being constructed on lands not within the

County's rights-of-way, in accordance with Section 10-6.812 of the Code of Laws of Leon County.

4. If any provision or portion of this Resolution is held invalid, same shall be severable, and the remainder of the Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision.

5. This Resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 13th day of December, 2016.

LEON COUNTY, FLORIDA

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

ATTESTED BY:
Bob Inzer, Clerk of Court & Comptroller
Leon County, Florida

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

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

DIVISION 8. - SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES

Sec. 10-6.812. - Communication antennas and communication antenna support structures.

(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 antenna support structures through careful design, siting, landscape screening and innovative camouflaging techniques;
- (5) Encourage the location and collocation of antennas on existing structures thereby minimizing new visual impacts and reducing the need for additional communication 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 that the aesthetic integrity of the county will be protected from the proliferation of unnecessary communication 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 support structure and/or support 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 antenna support structures, 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). Communication antenna support structures 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 100 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 ten 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 section 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 existing communication antenna support structures 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 once every three years. 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, nonconforming 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 no 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 15-foot, Type B 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/markings 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 plus a reasonable safety factor, 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.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-22, § 1, 7-14-09; Ord. No. 10-02, § 1, 1-19-10; Ord. No. 14-10, § 21, 6-10-14; [Ord. No. 15-11](#), § 1, 9-15-15)

ARTICLE IV. - UTILITY PLACEMENT LICENSES^[3]

Footnotes:

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Cross reference— Utilities, ch. 18.

Sec. 16-81. - Required.

In accordance with F.S. § 125.42, any person who desires to construct, maintain, repair, operate or remove lines for the transmission of water, sewage, gas, power, telephone, other utilities, and television under, on, over, across and along any county highway or any public road or highway acquired by the county or public by purchase, gift, devise, dedication, or prescription shall be required to obtain a license from the county, or if providing communications services, to register with the county in accordance with the provisions of this article.

(Code 1980, § 20-50; Ord. No. 01-16, § 1, 7-10-01)

Sec. 16-82. - Provisions of license.

Any such license granted by the county or registration filed with the county shall contain adequate provisions:

- (1) To prevent the creation of any obstructions or conditions which are or may become dangerous to the traveling public.
- (2) To require the licensee and/or registrant to repair any damage or injury to the road or highway created during the installation of a utility facility and to repair said road or highway promptly, restoring the same to a condition at least equal to that immediately prior to the infliction of such damage or injury.
- (3) Whereby the licensee and/or registrant shall hold the Board of County Commissioners of Leon County, Florida, members and officers, agents, and employees thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted in any instrument creating such license and/or by being required to register with the county.
- (4) As may be reasonably necessary for the protection of the county and the public.

(Code 1980, § 20-51; Ord. No. 01-16, § 1, 7-10-01)

Sec. 16-83. - When bond may be required.

The Board of County Commissioners may require the licensee and/or registrant to furnish performance bonds, maintenance bonds, and/or cash bonds to ensure compliance with the provisions of this article.

(Code 1980, § 20-52; Ord. No. 01-16, § 1, 7-10-01)

Sec. 16-84. - Fees authorized.

The Board of County Commissioners is hereby authorized to charge reasonable fees for the issuance of licenses hereunder and utility placement permits, such fees to be established in accordance with section 16-87.

(Code 1980, § 20-54; Ord. No. 01-16, § 1, 7-10-01)

Editor's note— Formerly § 16-85.

Sec. 16-85. - Term.

A license under this article may be granted in perpetuity or for a term of years, subject, however, to termination by the county. The renewal of any license granted hereunder may be authorized by the county administrator, or his designee. A utility required to file a registration hereunder, shall be required to update said registration annually.

(Code 1980, § 20-55; Ord. No. 01-16, § 1, 7-10-01)

Editor's note— Formerly § 16-86.

Sec. 16-86. - Moving or removal of utility lines.

In the event of widening or repair or reconstruction of any road, the licensee or registrant shall move or remove any water, gas, sewage, power, telephone, other utility, communications services, and television facilities at no cost to the county.

(Code 1980, § 20-56; Ord. No. 01-16, § 1, 7-10-01)

Editor's note— Formerly § 16-87.

Sec. 16-87. - Authority to implement article.

The Board of County Commissioners is authorized to adopt, modify and repeal rules and regulations to carry out the intent and purposes of this article.

(Code 1980, § 20-57; Ord. No. 01-16, § 1, 7-10-01)

Editor's note— Formerly § 16-88.

Sec. 16-88. - Noncompliance unlawful.

It shall be unlawful for any person to construct, maintain, repair, operate or remove lines for the transmission of water, sewage, gas, power, telephone, other utilities, communications services, and television under, on, over, across, and along any road described in section 16-81 above without fully complying with this article or the rules and regulations promulgated hereunder.

(Code 1980, § 20-58; Ord. No. 01-16, § 1, 7-10-01)

Editor's note— Formerly § 16-89.

Sec. 16-89. - Penalty.

Any person violating this article or the rules and regulations promulgated hereunder shall be punished as provided in section 1-9.

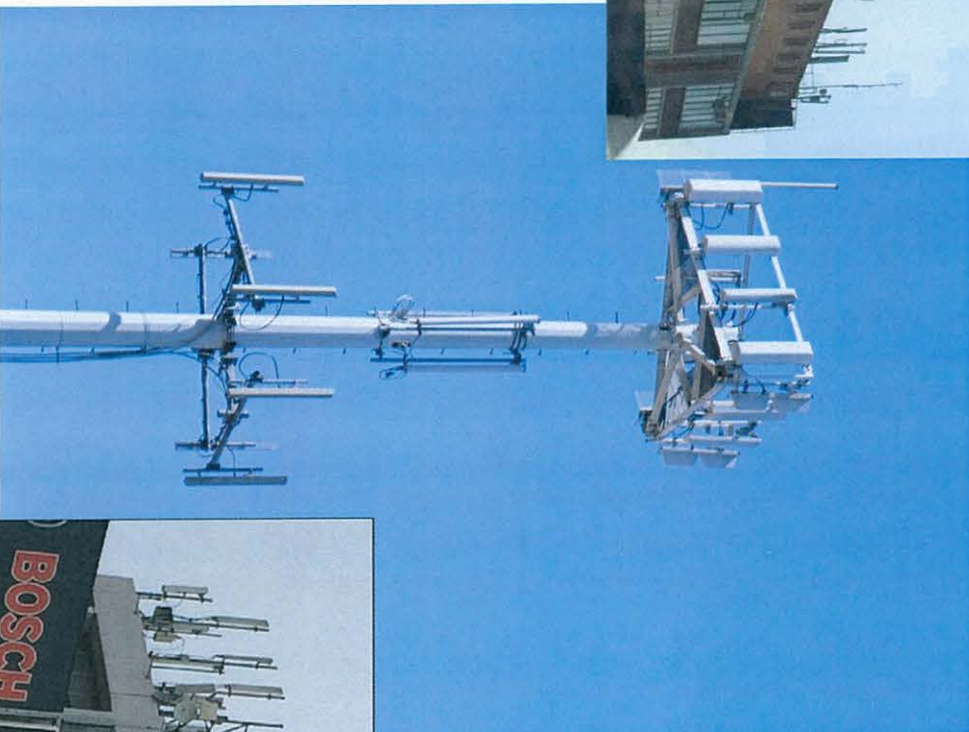
(Code 1980, § 20-59; Ord. No. 01-16, § 1, 7-10-01)

Editor's note— Formerly § 16-90.

Transport Networks



Network Densification - The Carrier Solution







CHAPTER 14-46 UTILITIES INSTALLATION OR ADJUSTMENT

14-46.001 Utilities Installation or Adjustment

14-46.001 Utilities Installation or Adjustment.

(1) Purpose. This rule is established to regulate the location and manner for installation and adjustment of utility facilities on any Florida Department of Transportation (FDOT) right of way, in the interest of safety and the protection, utilization, and future development of such rights of way, with due consideration given to public service afforded by adequate and economical utility installations, and to provide procedures for the issuance of permits.

(2) Permits.

(a) FDOT will issue permits for the construction, alteration, operation, relocation, removal, and maintenance of utilities upon the right of way in conformity with the FDOT *Utility Accommodation Manual* (UAM), August 2010 edition, FDOT Document No. 710-020-001-g, which is hereby incorporated by reference and made part of this rule. The UAM also incorporates by reference additional documents contained in the UAM Section 6.1, Incorporated References. Copies of the UAM are available from the FDOT Maps and Publications Office at 605 Suwannee Street, MS #12, Tallahassee, Florida 32399-0450, or the FDOT Utility Web Site: <http://www.dot.state.fl.us/rddesign/utilities>.

(b) The Utility Permit, FDOT Form 710-010-85, Rev. 08/10, is incorporated herein by reference and available from the FDOT Utility Web Site listed above.

Rulemaking Authority 334.044(2), 337.401 FS. Law Implemented 337.401, 337.403 FS. History—New 5-13-70, Amended 8-10-78, 7-22-82, Formerly 14-46.01, Amended 7-5-90, 6-8-93, 10-15-96, 8-30-99, 11-10-05, 1-24-08, 1-30-11.

FLORIDA DEPARTMENT OF TRANSPORTATION

2010 UAM **Utility Accommodation Manual**

Topic 710-020-001-g
August 2010

2 TERMS AND ACRONYMS

The following definitions of terms and acronyms apply only as used in the **UAM**:

Aboveground Fixed Utilities (AFU): Are utility objects more than four (4) inches above the grade and are not accepted by FDOT as crash worthy (such as strain poles, down guys, telephone load pedestals, temporary supports, etc).

Agreement: Any legally binding instrument between the UAO and FDOT.

Auxiliary Lane: The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic. They occasionally provide short capacity segments.

AFU: Aboveground fixed utilities.

CFR: Code of Federal Regulations.

Casing: A pipe surrounding a carrier pipe and designed to resist potential impacts and carry imposed loads.

Conduit: An enclosure for protecting a utility (e.g., wires and cables).

Contractor: A legal entity (1) properly licensed in the State of Florida by the state, county or city, and (2) contracting with FDOT or a UAO to work or furnish materials.

District: One of the 7 geographical areas or the Turnpike Enterprise. District Map and Turnpike information are available at: <http://www.dot.state.fl.us/rddesign/utilities/>

F.A.C.: Florida Administrative Code

FDOT: The Florida Department of Transportation:

FDOT Resurfacing Project: An FDOT resurfacing project is any project whose purpose is to resurface existing lanes without adding additional travel lanes.

FHWA: The Federal Highway Administration.

FIHS: Florida's Intrastate Highway System: An interconnected statewide system of limited access facilities and controlled access facilities developed and managed by FDOT to meet standards and criteria established for high-speed and high-volume traffic movements.

F.S.: Florida Statutes.

Highway: A right of way corridor which contains or is to contain a roadway. Generally the highway is R/W line to R/W line.

LA R/W: Limited Access Right of Way.

Local Maintenance Engineer: The engineer in charge of the local maintenance or operation centers throughout the State.

Locates: The practice of identifying the position of an existing utility.

Maintenance Of Traffic: Traffic Control

Manhole: An opening in an underground system, providing access for installations, inspections, repairs, connections and tests.

Median: The portion of a divided highway or street that separates the traveled-ways for traffic moving in opposite directions.

MOT: Maintenance of Traffic or Traffic Control.

Pull Box: An opening in an underground system, providing access for installations, inspections, repairs, connections and tests.

R/W: Right of way

Roadway: The portion of a highway, including shoulders, for vehicular use. A divided highway has two or more roadways.

TCP: Plans showing Traffic Control.

Service lines: Lines used by the UAO to carry services from a main line to individual recipients.

Traffic Control: Methods of controlling and maintaining a safe flow of traffic through construction or maintenance work areas. Also referred to as Maintenance of Traffic.

Traveled-Way: Also called traffic lane, is the designated widths of roadway pavement (exclusive of shoulders and marked bicycle lanes) marked to separate opposing traffic or vehicles traveling in the same direction. These lanes include through travel lanes, auxiliary lanes, turn lanes, weaving lanes, passing lanes and climbing lanes. They provide space for licensed motor vehicles and, in some cases, bicycles.

Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes. Generally, traveled-ways or traffic lanes equate to the basic number of lanes for a facility.

UAO: Utility Agency/Owner. The entity that owns the utility.

UAM: This Utility Accommodation Manual

U.S.C.: United States Code.

Utility: All lines such as pipes, wires, pole lines, and appurtenances used to transport or transmit, electricity, steam, gas, water, waste, voice or data communication, radio signals, or storm water not discharged onto the FDOT R/W.

Utility Appurtenances: Features or parts that are part of a utility, whether primary or secondary to its function.



When to Call The Florida Public Service Commission

The Florida Public Service Commission (PSC) regulates the electric, natural gas, water and wastewater, and telecommunications industries in the state. This guide gives specific information about the PSC's responsibilities so that consumers can get help with their utility issues. Contact information is also listed for consumers having problems with non-regulated utilities. For help with solving regulated utility issues, consumers can reach PSC Consumer Assistance at **1-800-342-3552**, by e-mail at contact@psc.state.fl.us, or through the PSC Web site at www.FloridaPSC.com.

Electric

What the PSC Regulates, Contact the PSC

- ☐ Investor-owned electric companies such as Florida Power & Light Company, Florida Public Utilities Company, Gulf Power Company, Duke Energy Florida, and Tampa Electric Company.
- ☐ Rates and charges
- ☐ Meter and billing accuracy
- ☐ Electric lines up to the meter
- ☐ Reliability of the electric service
- ☐ New construction safety code compliance for transmission and distribution
- ☐ Territorial agreements and disputes
- ☐ Need for certain power plants and transmission lines

What the PSC Does Not Regulate

- ☐ Rates and adequacy of services provided by municipally owned and rural cooperative electric utilities, except for safety oversight.⁴
- ☐ Electrical wiring inside the customer's building
- ☐ Taxes on the electric bill⁵
- ☐ Physical placement of transmission and distribution lines³
- ☐ Damage claims
- ☐ Right of way³
- ☐ Physical placement or relocation of utility poles⁹

Natural Gas

What the PSC Regulates, Contact the PSC

- ☐ Investor-owned natural gas companies such as: Florida City Gas; Florida Division of Chesapeake Utilities Corporation; Florida Public Utilities Company (FPUC); FPUC Indiantown Division; FPUC Ft. Meade Division; Peoples Gas System; Sebring Gas System, Inc., and St. Joe Natural Gas Company, Inc.
- ☐ Basic service issues
- ☐ Rates and charges
- ☐ Meter and billing accuracy
- ☐ Pipeline safety issues, including operations and construction
- ☐ Territorial agreements and disputes

What the PSC Does Not Regulate

- ☐ Municipally owned natural gas utilities except for safety oversight³
- ☐ Gas districts and authorities except for safety oversight
- ☐ Liquid Propane (LP) Gas
- ☐ Taxes on the natural gas bill⁵
- ☐ Damage claims
- ☐ Gas pipeline siting³
- ☐ House piping
- ☐ Gas appliances

Water and Wastewater

What the PSC Regulates, Contact the PSC

- ☐ Investor-owned water and wastewater companies in 36 counties⁶
- ☐ Rates and charges
- ☐ Meter and billing accuracy
- ☐ Certification and territory amendments
- ☐ Quality of service

What the PSC Does Not Regulate

- ☐ Municipally owned and county-owned water and wastewater utilities³
- ☐ Water treatment companies
- ☐ Taxes on the water and wastewater bill⁵
- ☐ Damage claims
- ☐ Water clarity or pressure²
- ☐ Bulk sales of water or wastewater treatment
- ☐ Water lines beyond the point of connection

Telecommunications

What the PSC Regulates, Contact the PSC

- ☐ Service quality and reliability of pay telephone providers
- ☐ Relay service
- ☐ PSC can accept complaints related to Link-Up Florida/Lifeline Assistance programs and Telephone Relay Service

What the PSC Does Not Regulate

- ☐ Wireless (cellular) telephone service¹
- ☐ Cable/Satellite television¹
- ☐ Interstate or international telephone service¹
- ☐ Voice over Internet Protocol (VoIP)
- ☐ Telephone wires on the customer's side of the interface box
- ☐ Rates for inside wire maintenance contracts
- ☐ Authorization of taxes on telephone bills⁵
- ☐ Charges for pay-per-call (900 number) calls
- ☐ Yellow Pages[®] advertising
- ☐ Internet service
- ☐ Pay telephone rates for local calls
- ☐ Solicitation calls⁷
- ☐ Harassing, threatening, or obscene calls⁸
- ☐ Damage claims
- ☐ DSL/broadband deployment
- ☐ Service complaints
- ☐ Service quality
- ☐ Rate caps for pay telephone and call aggregator (hotel) locations
- ☐ Rates and charges

1. Federal Communications Commission
Consumer & Governmental Affairs Bureau
Consumer Complaints
445 12th Street, SW
Washington, D.C. 20554
fccinfo@fcc.gov
www.fcc.gov
Toll Free: 1-888-CALL-FCC (1-888-225-5322) voice,
1-888-TELL-FCC (1-888-835-5322) TTY.
Consumer and Mediation Specialists are available Monday
through Friday, 8:00 a.m. to 5:30 p.m. ET
2. Department of Environmental Protection
Citizen Services
3900 Commonwealth Boulevard M.S. 49z
Tallahassee, Florida 32399
850-245-2118 (phone); 850-245-2128 (fax)
<http://www.dep.state.fl.us>
3. Contact your city or county commission about authorized jurisdiction.

4. The PSC reviews the rate structure these utilities use to collect their costs, but has no jurisdiction over what costs are included in rates. Safety jurisdiction is limited to new construction and compliance with the National Electrical Safety Code. Contact the city utilities office or the Board of Directors of the Cooperative.
5. Contact the governmental entity that levied the tax.
6. To determine if you live in a jurisdictional county, check www.FloridaPSC.com or call 1-800-342-3552.
7. Florida Department of Agriculture and Consumer Services
2005 Apalachee Parkway
Tallahassee, FL 32399-6500
1-800-435-7352
www.800helpfla.com
8. Contact your local law enforcement agency.
9. The PSC has the authority to require electric utilities to comply with safety and reliability regulations. Private electric utilities have the power of eminent domain to take property for just compensation to construct their facilities. Recourse for loss of property value as a result of the placement of electric facilities resides with the courts.

6A



BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

PLACEMENT: PUBLIC HEARINGS

PRESET:

TITLE: PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE ESTABLISHING A MORATORIUM ON THE PLACEMENT OF WIRELESS COMMUNICATIONS FACILITIES IN RIGHTS OF WAY

AGENDA ITEM DATES:

MEETING DATE: 9/13/2016	COUNTY ATTORNEY: 8/22/2016
COMPLETED DATE: 9/1/2016	ASSISTANT COUNTY ADMINISTRATOR: 8/29/2016

REQUESTED BY:	DEPARTMENT:	PREPARED BY:
Name: Roger Baltz, Asst. County Administrator	Information Technology Services	Kevin Kryzda
Name:		Chief Information Officer

Procedures: None

EXECUTIVE SUMMARY:

Estimated staff presentation: 10 minutes. Staff requests the Board of County Commissioners consider the adoption of an ordinance establishing a moratorium on placement of wireless communications facilities in rights-of-way.

APPROVAL:

GMD
ENG
GMD
LEG
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:

With the proliferation of wireless devices and growing consumer demand for better connectivity comes increased deployment of Distributed Antenna Systems (DAS), small cells, and other equipment in our cities and towns. Industry engineers are saying that as cellular companies move away from the costly placement of large cell towers, they will be requiring the placement of tens of thousands of distributed antennae and small cell systems around communities. From the wireless carrier perspective finding locations to install small cell facilities becomes a challenge due to zoning regulations, technical requirements, and limited real estate options. Because of the cost of site selection and placement on private properties, some of these companies are pursuing their deployments (i.e. construction of towers and placing equipment on them) in public rights of way.

Unfortunately, like other technologies, this industry is moving faster than the regulatory framework to deal with them. These companies are pushing the boundaries of the regulations in many communities where local regulation standards are not up to date. This is a national problem and has become of concern in Florida such that the Florida Association of County Attorneys (FACA) has formed a task force to study this matter and develop a strategy to deal with the situation. Michael Durham, along with 6 other attorneys throughout the state of Florida will begin deliberations shortly.

In the meantime, these companies continue to advance their agendas in communities. One such company has submitted several applications to Martin County to erect 120 foot poles in the right of way. The applications were not approved. This company has submitted applications to other communities in Florida as well.

Staff's opinion, and that of other members of the National Association of Telecommunications Officers and Advisors (NATOA), is that this company and others are papering communities with applications in the hopes that one will be approved and create a precedent for other approvals. Martin County's outside counsel on these matters, Gary Resnick, recently participated in a NATOA online session with other attorneys discussing this specific matter.

A moratorium is a temporary halt to certain development activities established for the purpose of giving a local government time to plan, consider, review, adopt and/or revise its development regulations. The Board of County Commissioners is authorized by Chapter 125, Florida Statutes, to adopt ordinances necessary for the exercise of its powers.

Martin County has imposed moratoriums in the past. The three most recent moratoriums were related to truck stops, modular homes and biofuel facilities. Ordinance 940, adopted on September 24, 2013, established the moratorium on the approval of any final or master site plans for truck stops until adequate standards could be developed and adopted. Ordinance 948, which was adopted on December 17, 2013 established a moratorium on the acceptance of building permit applications and the approval of building permits, for modular homes, on parcels with a residential future land use. In both instances staff developed regulations to address the Land Development Regulations for the County Commission to consider and adopt. Ordinance 973 adopted on June, 23, 2015, established a moratorium on the acceptance of applications for, or the approval of, building permits or site plans for the biofuel facilities.

Mr. Resnick, the County's outside counsel, represents other communities in Florida. Some of them have adopted moratoriums in order to further evaluate these types of applications.

ISSUES:

The purpose of the proposed moratorium is to allow staff time to undertake a study of appropriate distance separation requirements, appropriate locations and other regulations of wireless communications facilities within rights-of-way.

As proposed, the attached ordinance imposes an 18-month moratorium on applications for, or approval of any permits or development orders for wireless communications facilities within rights-of-way.

LEGAL SUFFICIENCY REVIEW:

This is a legislative matter. Legislative decisions are those in which the local government formulates policy rather than applying specific rules to a particular situation. A local government's approval or denial of an issue in its legislative capacity is typically subject to a fairly debatable standard of review. Fairly debatable means that the government's action must be upheld if reasonable minds could differ as to the propriety of the decision reached. Decisions subject to the fairly debatable standard of review need only be rationally related to a legitimate public purpose, such as the health, safety, and welfare of the public, to be valid. Given this broad discretion, only decisions that are arbitrary and capricious or illegal are subject to serious legal challenge.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the attached ordinance establishing a moratorium on the acceptance of applications for, or the approval of, permits or development orders for wireless communication facilities within rights-of-way.

ALTERNATIVE RECOMMENDATIONS

Move that the Board not adopt an ordinance establishing the moratorium and provide staff with other direction.

FISCAL IMPACT:

RECOMMENDATION

Staff time and potential consultant expenses.

Funding Source	County Funds	Non-County Funds	Authorization
Subtotal			

Project Total	
---------------	--

ALTERNATIVE RECOMMENDATIONS

n/a

DOCUMENT(S) REQUIRING ACTION:

<input type="checkbox"/> Budget Transfer / Amendment	<input type="checkbox"/> Chair Letter	<input type="checkbox"/> Contract / Agreement
<input type="checkbox"/> Grant / Application	<input type="checkbox"/> Notice	<input checked="" type="checkbox"/> Ordinance
<input type="checkbox"/> Other:		<input type="checkbox"/> Resolution

ROUTING:

_ ADM	_ BLD	_ CDD	_ COM	X ENG	_ FRD	X GMD
_ GSD	_ ITS	_ LIB	_ MCA	_ MPO	_ PRD	_ USD
X CA	X ACA	X LEG				

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

ORDINANCE NUMBER _____

AN ORDINANCE OF MARTIN COUNTY, FLORIDA, ESTABLISHING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR, OR THE APPROVAL OF, PERMITS OR DEVELOPMENT ORDERS FOR WIRELESS COMMUNICATIONS FACILITIES WITHIN RIGHTS-OF-WAY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.01, Florida Statutes, the Board of County Commissioners is authorized to adopt ordinances necessary for the exercise of its powers; and

WHEREAS, the Board of County Commissioners has adopted the Martin County Comprehensive Growth Management Plan within which are included goals, objectives, and policies related to zoning and land development; and

WHEREAS, Chapter 163, Part II, Florida Statutes, requires the implementation of these goals, objectives and policies through the adoption of consistent Land Development Regulations; and

WHEREAS, it is important to provide county staff with time to undertake a study of appropriate distance separation requirements, appropriate locations and other regulations of wireless communications facilities within rights-of-way; and

WHEREAS, a moratorium on applications for, or approval of, any permits or development orders for wireless communications facilities within rights-of-way will maintain the status quo during the course of the study and planning process; and

WHEREAS, the Board of County Commissioners intends to limit the duration of this moratorium to no more than eighteen (18) months; and

WHEREAS, the proposed ordinance has received a public hearing before the Board of County Commissioners; and

WHEREAS, the Board finds it is in the best interest of the citizens of Martin County to adopt the proposed moratorium; and

WHEREAS, the Board of County Commissioners finds the proposed ordinance consistent with the goals, objectives and policies of the Comprehensive Growth Management Plan.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA, THAT:

PART 1:

A. For eighteen (18) months following the adoption of this ordinance, or until an amendment to the Land Development Regulations is approved or denied, whichever occurs first, no application for any permit or development order for a wireless communications facility within right-of-way shall be accepted, nor shall any permit or development order be approved for a wireless communications facility within right-of-way. Notwithstanding the above, in the event the Board of County Commissioners approves an amendment to the Land Development Regulations, the moratorium shall remain in effect until such time as the amendment becomes effective, whichever occurs last.

B. This ordinance shall not restrict, prohibit or otherwise prevent a property owner from the reasonable use of their land or from developing their land in accordance with the General Ordinances, Land Development Regulations and Comprehensive Growth Management Plan.

C. The adoption of this ordinance is undertaken by the County in good faith and is intended to further the goals of the Martin County Comprehensive Growth Management Plan and Chapter 163, Florida Statutes, and is not intended to discriminate against those landowners which may be subject to this ordinance.

D. The limited duration of this moratorium has been established in order to accomplish appropriate planning for future development through the Martin County Land Development Regulation amendment process as described in Chapter 163, Part II, Florida Statutes, and the Comprehensive Growth Management Plan.

PART 2: CONFLICTING PROVISIONS.

Special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, County ordinances, County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART 3: SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstances.

PART 4: APPLICABILITY OF ORDINANCE.

This Ordinance shall be applicable to the unincorporated areas of Martin County.

PART 5: FILING WITH THE DEPARTMENT OF STATE.

The Clerk be and hereby is directed forthwith to scan this ordinance in accordance with Rule 1B-26.003, Florida Administrative Code, and file same with the Florida Department of State via electronic transmission.

PART 6: EFFECTIVE DATE

This Ordinance shall take effect upon filing with the Department of State.

PASSED AND DULY ADOPTED THIS 13th DAY OF SEPTEMBER, 2016.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

**CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER**

ANNE SCOTT, CHAIR

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**MICHAEL D. DURHAM
COUNTY ATTORNEY**

RESOLUTION 16-147

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, ESTABLISHING A TEMPORARY CESSATION OF ACCEPTANCE OF RIGHT-OF-WAY PERMIT APPLICATIONS FOR INSTALLATION OF SMALL CELL AND DISTRIBUTED ANTENNA SYSTEM (DAS) STRUCTURES PENDING REVISION OF THE COUNTY'S CODE TO PROPERLY ADDRESS THE SITING AND INSTALLATION OF THESE STRUCTURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Manatee County owns and/or controls, and manages lands designated as rights-of-way; and

WHEREAS, traditionally governmental rights-of-way have been utilized for, among other uses, the placement of public and private utility systems and structures so as to facilitate the delivery of utility services and maintenance of utility systems; and

WHEREAS, Manatee County Code § 2-28-21 et seq. contains the County's current Rights-of-Way Management Code; and

WHEREAS, this regulatory structure has not been revised since its adoption in 2008, a period where wireless communications services were provided to consumers via large cell towers; and

WHEREAS, since that time, industry and technological changes and advances have resulted in an alternative method of delivery of wireless communications services generally known as "small cell" and "distributed antennae systems" (DAS) which involve the placement of much shorter, but more numerous poles and related infrastructure, to provide such services to residential and other areas where tower placement is not feasible due to regulatory or other restrictions; and

WHEREAS, the Board of County Commissioners for Manatee County (the Commission) finds that the County's rights-of-way are a limited resource, already facing crowding in certain areas, and that this vital resource must be properly managed both for current utility needs and for planned or expected future utility expansion, maintenance and safety needs; and

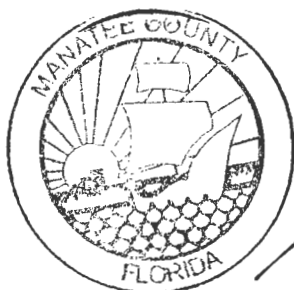
WHEREAS, the Commission finds that its current Rights-of-Way Management Code does not sufficiently address this new technology and that until the Code is revised so as to properly create regulations and standards to address applications to utilize the

County's rights-of-way for the installation of small cell and DAS facilities, the County should not accept right-of-way applications for such uses.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida:

1. The County's Rights-of-Way Management Division shall cease acceptance of applications for right-of-way permits to construct or install in the County's rights-of-way any wireless small cell or DAS communications system until the County Commission adopts amendments to the County Code to adequately regulate the standards which will apply to such facilities, or until midnight Friday, February 10, 2017, or until the Commission otherwise rescinds this Resolution, whichever of these earliest occurs.
2. The County Administrator and County Attorney are hereby directed to work diligently to develop such ordinances as may be required to ensure that the Manatee County Code properly regulates small cell and DAS facilities, including application, installation, maintenance and removal requirements, so as to facilitate the provision of effective wireless communications services to the County's citizens and businesses, while also ensuring the safety, aesthetic, financial and infrastructure planning needs of the County.
3. If any section, subsection, sentence, clause or provision of this Resolution is held invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision.
4. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 13th day of September, 2016.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____

Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____

Deputy Clerk

9/13/16

REVISED September 13, 2016 - Regular Meeting
Agenda Item #41

Subject

Temporary Cessation of Receipt of Certain Right-of-Way Permit Applications

Briefings

All

Contact and/or Presenter Information

Robert Eschenfelder, Chief Assistant County Attorney, ext. 3750
Sia Mollanazar, Deputy Public Works Director, ext. 7487

Action Requested

Motion to adopt Resolution 16-147

Enabling/Regulating Authority

Florida Statutes 125.01 and 337.401

Background Discussion

Manatee County owns and/or controls, and manages lands designated as rights-of-way. Traditionally, governmental rights-of-way have been utilized for, among other uses, the placement of public and private utility systems and structures so as to facilitate the delivery of utility services and maintenance of utility systems.

Manatee County Code § 2-28-21 et seq. contains the County's current Rights-of-Way Management Code. This regulatory structure has not been revised since its adoption in 2008, a period where wireless communications services were provided to consumers via large cell towers.

Since that time, industry and technological changes and advances have resulted in an alternative method of delivery of wireless communications services generally known as "small cell" and "distributed antennae systems" (DAS) which involve the placement of much shorter, but more numerous poles and related infrastructure, to provide such services to residential and other areas where tower placement is not feasible due to regulatory or other restrictions.

It is undisputed that the County's rights-of-way are a limited resource, already facing crowding in certain areas, and that this vital resource must be properly managed both for current utility needs and for planned or expected future utility expansion, maintenance and safety needs.

Upon examination of the current County Code in light of recent permitting activity around the State and inquiries within the County, the County's Public Works staff and County Attorney's Office have found that the current Rights-of-Way Management Code does not sufficiently address this new technology and that until the Code is revised so as to properly create regulations and standards to address applications to utilize the County's rights-of-way for the installation of small cell and DAS facilities, the County should not accept right-of-way applications for such uses.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - September 13, 2016

Therefore, a brief (no more than six months) suspension of acceptance of new permit applications for these kinds of systems is recommended until the County, working with the industry and experts, can develop regulatory changes to present to the Board.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Chief Assistant County Attorney Eschenfelder has assisted with this matter pursuant to CAO Matter No. 2016-558.

Reviewing Attorney

Eschenfelder

Emailed 9/14/16

Instructions to Board Records

If adopted, please provide an executed copy of the resolution to Chief Assistant County Attorney Robert Eschenfelder and to Public Works Deputy Director Sia Mollanazar.

Cost and Funds Source Account Number and Name

n/a

Amount and Frequency of Recurring Costs

n/a

Attachment: Right of Way DAS Permit App Suspend Resolution.pdf



Bob Inzer

Clerk of the Circuit and County Courts

Leon County, P. O. Box 726, Tallahassee, Florida 32302

Home of Florida's Capital Finance Department TEL 850-577-4027 FAX 850-488-8257 sandy@clerk.leon.fl.us

June 7, 2002

RECEIVED
JUN -7 PM 4:05
CLERK OF THE CIRCUIT COURT
LEON COUNTY, FLORIDA

This is to certify that the below person received true copies of Leon County Ordinance Numbers 02-07, 02-08, and 02-09.

Date Received: 6-7-02

Time Received: _____

Person Received: Mary Pearson

FILED
2002 JUN -7 PM 3:43
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Visit the Clerk Website at www.clerk.leon.fl.us

Clerk of Courts ♦ Clerk of County Commission ♦ Auditor ♦ Treasurer ♦ Recorder ♦ Custodian of County Funds

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
Office of the Secretary
Division of Administrative Services
Division of Corporations
Division of Cultural Affairs
Division of Elections
Division of Historical Resources
Division of Library and Information Services
Division of Licensing
MEMBER OF THE FLORIDA CABINET



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State
DIVISION OF ELECTIONS

HISTORIC PRESERVATION BOARDS
Historic Florida Keys Preservation Board
Historic Palm Beach County Preservation Board
Historic Pensacola Preservation Board
Historic St. Augustine Preservation Board
Historic Tallahassee Preservation Board
Historic Tampa/Hillsborough County
Preservation Board
RINGLING MUSEUM OF ART

Attachment #9
Page 2 of 20

June 7, 2002

Honorable Bob Inzer
Clerk of the Circuit and County Courts
Leon County
Post Office Box 726
Tallahassee, Florida 32302

RECEIVED
02 JUN -7 PM 4:05
CLERK DIVISION
BOB INZER
CLERK OF CIRCUIT COURT

Dear Mr. Inzer:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated June 7, 2001, and certified copies of Leon County Ordinance Nos. 2002-07 through 2002-09, which were filed in this office on June 7, 2002.

Sincerely,

Liz Cloud
Liz Cloud, Chief
Bureau of Administrative Code

LC/mp

BUREAU OF ADMINISTRATIVE CODE
The Collins Building • 107 West Gaines Street • Tallahassee, Florida 32399-0250 • (850) 245-6270
FAX: (850) 245-6282 • WWW Address: <http://www.dos.state.fl.us> • E-Mail: election@mail.dos.state.fl.us

COUNTY ORDINANCE NO. 02- 09

1 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF**
2 **LEON COUNTY, FLORIDA, ENACTING A FOUR-MONTH**
3 **MORATORIUM ON THE APPROVAL BY LEON COUNTY OF ANY**
4 **DEVELOPMENT ORDER APPLICATIONS OR SITE AND DEVELOPMENT**
5 **PLAN APPROVAL APPLICATIONS TO ALLOW SUFFICIENT TIME FOR**
6 **LEON COUNTY TO CONSIDER THE ENACTMENT OF FURTHER**
7 **REGULATORY MEASURES CONCERNING TELEVISION AND RADIO**
8 **BROADCAST TOWERS AND THE SITING THEREOF; PROVIDING FOR**
9 **CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN**
10 **EFFECTIVE DATE.**

11
12
13 **WHEREAS**, Leon County has recently received applications for the siting of radio broadcast
14 towers within Leon County, ranging from 330 feet to 500 feet in height; and

15 **WHEREAS**, the Board of County Commissioners believes that a short-term suspension of
16 the issuance of permits and development order approvals, while the County gathers information for
17 the study, deliberation, and enactment of all appropriate regulations is in the County's best interest;
18 and

19 **WHEREAS**, the safety and welfare of the citizens of Leon County demand that deliberative
20 consideration be made concerning the enactment of more severe restrictions on the location and
21 siting of television and radio broadcast towers within Leon County; and

22 **WHEREAS**, the Board of County Commissioners of Leon County, Florida, hereby finds and
23 declares that it is necessary and required that a temporary moratorium be imposed on the issuance
24 of any development orders or site and development plan approvals from April 30, 2002, through
25 August 31, 2002, to allow sufficient time for the study and enactment of all appropriate regulations.

26 **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON**
27 **COUNTY, FLORIDA:**

1 **Section 1.**

2 There is hereby enacted and imposed a temporary moratorium prohibiting the approval and
3 issuance of any further permits, development orders or site and development plan approvals by Leon
4 County for television and radio broadcast tower applications, which are not complete and on file,
5 having been received by Leon County on or before April 30, 2002. This moratorium on the issuance
6 of permits, development orders, and site and development plan approvals, shall continue through
7 11:59 p.m. local time on August 31, 2002.

8 **Section 2.**

9 The Board of County Commissioners of Leon County, Florida, finds that a temporary
10 moratorium is in the best interests of the citizens and residents of Leon County and shall serve to
11 protect the safety, health, and welfare of said citizens and residents to allow the necessary research
12 and deliberative time for the consideration, and potential enactment of, regulations concerning
13 television and radio broadcast towers and equipment.

14 **Section 3. Conflicts.**

15 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are
16 hereby repealed to the extent of such conflict, except to the extent of any conflicts with the
17 Tallahassee-Leon County 2010 Comprehensive Plan as amended, which provisions shall prevail over
18 any parts of this ordinance which are inconsistent, either in whole or in part, with the said
19 Comprehensive Plan.

20 **Section 4. Severability.**

21 If any word, phrase, clause, section or portion of this ordinance shall be held invalid or
22 unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a

1 separate and independent provision and such holding shall not affect the validity of the remaining
2 portions thereof.

3 **Section 5. Effective Date.**

4 This ordinance shall become effective upon receipt of official acknowledgment from the
5 Secretary of State that said ordinance has been duly filed.

6 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,
7 Florida, this 28th day of May, 2002.



9
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14 ATTESTED BY:
15 BOB INZER, CLERK OF THE COURT
16

17
18 BY: [Signature]
19 CLERK
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32
LEON COUNTY, FLORIDA
BY: [Signature]
DAN WINCHESTER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: [Signature]
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

G:\ORDINANCE\Broadcast Towers Moratorium.wpd



Bob Inzer

Clerk of the Circuit and County Courts
Leon County, P. O. Box 726, Tallahassee, Florida 32302

Home of Florida's Capital Finance Department TEL 850-577-4027 FAX 850-488-8257 sandyo@mail.co.leon.fl.us

June 7, 2002

Department of State
Bureau of Administrative Code
The Collins Building
107 West Gaines Street, Suite L43
Tallahassee, Florida 32399-0250
ATT: Misty Pearson

Dear Ms. Pearson,

Pursuant to the provisions of Section 125.66 Florida Statutes, enclosed are true copies of Leon County Ordinance Numbers 02-07, 02-08, and 02-09 as adopted by the Board of County Commissioners of Leon County at their regular meeting of May 28, 2002.

Thank you for your assistance.

Bob Inzer
Clerk of the Circuit Court

Sandra C. O'Neal

By: Sandra C. O'Neal
Deputy Clerk

Attachment - 3

Visit the Clerk Website at www.clerk.leon.fl.us

Clerk of Courts ♦ Clerk of County Commission ♦ Auditor ♦ Treasurer ♦ Recorder ♦ Custodian of County Funds



Bob Inzer

Clerk of the Circuit and County Courts

Leon County, P. O. Box 726, Tallahassee, Florida 32302

Home of Florida's Capital Finance Department TEL 850-577-4027 FAX 850-488-8257 sandyo@mail.co.leon.fl.us

September 19, 2002

This is to certify that the below person received a true copy of Leon County Ordinance Number 02-18 and 02-19.

Date Received: 9/20/2002

Time Received: _____

Person Received: Wendy Pearson

RECEIVED
02 SEP 20 AM 9:46
FINANCE DIVISION
BOB INZER
CLERK CIRCUIT COURT

FILED
2002 SEP 20 AM 9:30
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State
DIVISION OF ELECTIONS

MEMBER OF THE FLORIDA CABINET

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Administration Commission
Florida Land and Water Adjudicatory Commission
Siting Board
Division of Bond Finance
Department of Revenue
Department of Law Enforcement
Department of Highway Safety and Motor Vehicles
Department of Veterans' Affairs

Attachment #9
Page 8 of 20

September 20, 2002

Honorable Bob Inzer
Clerk of the Circuit and County Courts
Leon County
Post Office Box 726
Tallahassee, Florida 32302

Dear Mr. Inzer:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated September 20, 2002, and certified copies of Leon County Ordinance Nos. 2002-18 and 2002-19, which were filed in this office on September 20, 2002.

RECEIVED
02 SEP 20 AM 11:00
FINANCE DIVISION
BOB INZER
CLERK CIRCUIT COURT

Sincerely,

Liz Cloud ^{ak}

Liz Cloud, Chief
Bureau of Administrative Code

LC/mp

BUREAU OF ADMINISTRATIVE CODE

The Collins Building • 107 West Gaines Street • Tallahassee, Florida 32399-0250 • (850) 245-6270
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Bob Inzer

Clerk of the Circuit and County Courts

Leon County, P. O. Box 726, Tallahassee, Florida 32302

Home of Florida's Capital Finance Department TEL 850-577-4027 FAX 850-488-8257 sandyo@mail.co.leon.fl.us

September 20, 2002

Department of State
Bureau of Administrative Code
The Collins Building
107 West Gaines Street, Suite L43
Tallahassee, Florida 32399-0250
ATT: Misty Pearson

Dear Ms. Pearson,

Pursuant to the provisions of Section 125.66 Florida Statutes, enclosed are true copies of Leon County Ordinance Numbers 02-18 and 02-19 as adopted by the Board of County Commissioners of Leon County at their regular meeting of September 17, 2002.

Thank you for your assistance.

Bob Inzer
Clerk of the Circuit Court

Sandra C. O'Neal

By: Sandra C. O'Neal
Deputy Clerk

Attachment - 2

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COUNTY ORDINANCE NO. 02- 19

1 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF**
2 **LEON COUNTY, FLORIDA, EXTENDING THE FOUR-MONTH**
3 **MORATORIUM ON THE APPROVAL BY LEON COUNTY OF ANY**
4 **DEVELOPMENT ORDER APPLICATIONS OR SITE AND DEVELOPMENT**
5 **PLAN APPROVAL APPLICATIONS TO ALLOW SUFFICIENT TIME FOR**
6 **LEON COUNTY TO CONSIDER THE ENACTMENT OF FURTHER**
7 **REGULATORY MEASURES CONCERNING TELEVISION AND RADIO**
8 **BROADCAST TOWERS AND THE SITING THEREOF; PROVIDING FOR**
9 **CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN**
10 **EFFECTIVE DATE.**

11
12
13 **WHEREAS**, Leon County has recently received applications for the siting of radio broadcast
14 towers within Leon County, ranging from 330 feet to 500 feet in height; and

15 **WHEREAS** , the Board of County Commissioners believes that a short-term suspension of
16 the issuance of permits and development orders, while the County gathers information for the study,
17 deliberation, and enactment of appropriate regulations is in the County's best interest; and

18 **WHEREAS**, the safety and welfare of the citizens of Leon County demand that deliberative
19 consideration be made concerning the enactment of more severe restrictions on the location and
20 siting of television and radio broadcast towers within Leon County; and

21 **WHEREAS**, the Board of County Commissioners of Leon County, Florida, found and
22 declared that it was necessary and required that a temporary moratorium be imposed on the issuance
23 of any development orders or site and development plan approvals from April 30, 2002, through
24 August 31, 2002, to allow sufficient time for the study and enactment of all appropriate regulations;
25 and

1 **WHEREAS**, the Board of County Commissioners of Leon County, Florida, finds and
2 declares that it is necessary and required to extend the temporary moratorium until October 31, 2002,
3 to allow additional time for the study and enactment of appropriate regulatory measures.

4 **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON**
5 **COUNTY, FLORIDA:**

6 **Section 1.**

7 There is hereby enacted and imposed an extension of the temporary moratorium prohibiting
8 the approval and issuance of any further permits, development orders or site and development plan
9 approvals by Leon County for television and radio broadcast tower applications, which are not
10 complete and on file, having been received by Leon County on or before April 30, 2002. This
11 extension of the moratorium on the issuance of permits, development orders, and site and
12 development plan approvals, shall continue through October 31, 2002.

13 **Section 2.**

14 The Board of County Commissioners of Leon County, Florida, finds that a temporary
15 moratorium is in the best interests of the citizens and residents of Leon County and shall serve to
16 protect the safety, health, and welfare of said citizens and residents to allow the necessary research
17 and deliberative time for the consideration, and potential enactment of, regulations concerning
18 television and radio broadcast towers and equipment.

19 **Section 3.** The provisions of this ordinance shall not apply to broadcast antenna support
20 structures or broadcast antennas located on property owned by the United States, State of Florida,
21 Leon County, or the City of Tallahassee, provided those broadcast antenna support structures are
22 owned by those public entities and are used primarily for broadcast purposes and/or a governmental
23 purpose.

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, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

Section 5. Severability.


If any word, phrase, clause, section or portion of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date.

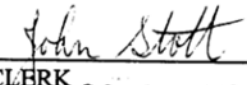
This ordinance shall become effective upon receipt of official acknowledgment from the Secretary of State that said ordinance has been duly filed.


DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this 17th day of September, 2002.

LEON COUNTY, FLORIDA

BY: 
DAN WINCHESTER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

BY: 
CLERK


John Stott, Chief Deputy Clerk

1
2 APPROVED AS TO FORM:
3

4 COUNTY ATTORNEY'S OFFICE
5 LEON COUNTY, FLORIDA
6

7
8 BY: 

9 HERBERT W.A. THIELE, ESQ.
10 COUNTY ATTORNEY
11

12
13
14
15 I:\WpDocs\ID002\PO01\00000218.WPD

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Board of County Commissioners Agenda Request 29

Date of Meeting: May 14, 2002

Date Submitted: May 9, 2002

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, Esq. County Attorney

Subject: Proposed Enactment of a Four-Month Moratorium on the Approval of Applications for Development Orders Approving the Siting and Construction of Radio and Television Broadcast Towers

STATEMENT OF THE ISSUE

To conduct the first of two public hearings on a proposed ordinance enacting a four-month moratorium on the approval by Leon County of any development order applications or site and development plan approval applications concerning television and radio broadcast towers and the siting thereof.

BACKGROUND

At the regularly scheduled Board of County Commissioners` meeting held on April 30, 2002, the Board directed staff to draft a proposed ordinance creating a moratorium on the construction and approval of applications for construction of broadcast towers so that the Board could consider the enactment of further regulatory measures concerning the siting of television and radio broadcast towers.

ANALYSIS

The County has advertised for the first of two public hearings on a proposed ordinance, imposing a moratorium on the approval by Leon County of any development order applications or site and development plan approval applications, to allow the Board sufficient time to consider further regulatory measures concerning the siting of radio and television broadcast towers (Attachment #1). Such an ordinance requires two public hearings, pursuant to Section 125.66(4), Florida Statutes (2001).

The enactment of a four-month moratorium would provide a limited period of time for staff to conduct the necessary research and for the Board of County Commissioners to consider and discuss proposed siting measures in greater detail. The temporary moratorium would not have a prohibitory effect, but rather a temporary limitation on the ability to site and construct television and radio broadcast towers in the unincorporated areas of Leon County. This limited period of time would also allow the Board the needed time to develop and implement significant revisions to its Land Development Regulations and better plan for the future permitting of television and radio broadcast towers in an effort to preserve the public health, welfare, and aesthetics of the community.

OPTIONS

1. Conduct the first of two public hearings on the proposed ordinance enacting a four-month moratorium on the approval of development order applications and site and development plan approval applications.
2. Notify the public that the second and final public hearing on the proposed four-month moratorium ordinance is to be scheduled for May 28, 2002, at 6 p.m.
3. Conduct the first of two public hearings on the proposed ordinance enacting a four-month moratorium on the approval of development order applications and site and development plan approval applications, and direct staff to revise the proposed ordinance prior to the second public hearing.
4. Board direction.

RECOMMENDATION

Options 1 and 2.

Attachment

1. Proposed Ordinance.
2. Notice Advertising Public Hearing.

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Board of County Commissioners Agenda Request 38

Date of Meeting: May 28, 2002

Date Submitted: May 23, 2002

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, Esq. County Attorney

Subject: Proposed Enactment of Four-Month Moratorium on the Approval of Applications for Development Orders Approving the Siting and Construction of Radio and Television Broadcast Antennas and Towers

STATEMENT OF THE ISSUE

To conduct the second of two public hearings on the proposed ordinance enacting a four-month moratorium on the approval by Leon County of any development order applications or site and development plan approval applications concerning television and radio broadcast towers and the siting thereof.

BACKGROUND

At the regularly scheduled Board of County Commissioners' meeting held on April 30, 2002, the Board directed staff to draft a proposed ordinance creating a moratorium on the construction, and the approval of applications for construction of broadcast towers, so that the Board could consider the enactment of further regulatory measures concerning television and radio broadcast towers. The Board conducted the first of two public hearings on May 14, 2002, and voted to set the second public hearing for May 28, 2002.

ANALYSIS

The County has advertised for the second of two public hearings on the proposed ordinance, imposing a moratorium on the approval by Leon County of any development order applications or site and development plan approval applications to allow the Board sufficient time to consider further regulatory measures concerning such towers and the siting thereof. A copy of the proposed ordinance is attached as Attachment #1. Such an ordinance would require two public hearings, pursuant to Section 125.66(4), Florida Statutes (2001).

The enactment of a four-month moratorium would allow a limited period of time to allow staff to conduct the necessary research and for the Board of County Commissioners to consider and discuss proposed measures in greater detail. The temporary moratorium would not have a prohibitory effect,

but rather a temporary limitation on the ability to site and construct television and radio broadcast towers in the unincorporated areas of Leon County. This limited period of time would allow the Board the needed time to develop and implement significant revisions to its Land Development Regulations and better plan for the future permitting of television and radio broadcast towers and antennas, in an effort to preserve and effectuate the public health, welfare, and aesthetics of the community.

OPTIONS

1: Conduct the second of two public hearings on the proposed ordinance enacting a four-month moratorium on the approval of development order applications and site and development plan approval applications, and adopt the proposed ordinance.

2: Conduct the second of two public hearings on the proposed ordinance enacting a four-month moratorium on the approval of development order applications and site and development plan approval applications, and adopt the proposed ordinance as amended by the Board of County Commissioners.

3: Board direction.

RECOMMENDATION

Options 1

Attachment

1 Proposed Ordinance.

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Board of County Commissioners Agenda Request 32

Date of Meeting: July 23, 2002

Date Submitted: July 18, 2002

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, Esq. County Attorney

Subject: Proposed Extension of the Moratorium Ordinance Presently in Effect for the Approval of Applications for Development Orders Regarding the Siting and Construction of Radio and Television Broadcast Antennas and Towers

STATEMENT OF THE ISSUE:

To conduct the first of two public hearings on the proposed ordinance extending a moratorium on the approval by Leon County of any development order applications or site and development plan approval applications concerning television and radio broadcast towers and the siting thereof.

BACKGROUND:

On May 28, 2002, the Board of County Commissioners enacted an ordinance creating a four-month moratorium on the construction and approval of applications for construction of broadcast towers, so that the Board could consider the enactment of further regulatory measures concerning television and radio broadcast towers. The ordinance was retroactive to April 30, 2002, and set to naturally expire on August 31, 2002. On June 18, 2002, the Board of County Commissioners considered a proposed ordinance, imposing regulatory requirements on the proposed siting and construction of broadcast antennas and broadcast antenna support structures in the unincorporated areas of Leon County. A public hearing was held and the Board voted to continue the matter so that a citizens advisory committee could be established, to further review the proposed regulatory ordinance and provide comments and recommendations back to the Board of County Commissioners. The Board has yet to make appointments to the advisory committee.

ANALYSIS:

The County has advertised for the first of two public hearings on the proposed ordinance, extending the moratorium on the approval by Leon County for any development order applications or site and development plan applications to allow the Board sufficient time to consider regulatory measures concerning such towers and the siting thereof, in light of the Board's decision on June 18, 2002, to create and appoint an advisory board to review a regulatory ordinance. A copy of the proposed ordinance is attached as Attachment # 1. Such an ordinance would require two public hearings, pursuant to Section 125.66(4) Florida Statutes (2002).

The enactment of an ordinance extending the moratorium for a two month period of time should permit staff and the advisory committee to conduct the necessary research and review for the Board of County Commissioners to consider and discuss regulatory measures in greater detail.

OPTIONS:

1. Conduct the first of two public hearings on the proposed ordinance enacting a two-month extension of the moratorium on the approval of development order applications and site and development plan approval applications, and authorize staff to schedule the second public hearing to be held on September 17, 2002 at 6:00 p.m.
2. Each Commissioner to appoint one individual to become a member of a citizens advisory committee to review and report back to the Board of County Commissioners its recommendations on the proposed regulatory measures related to broadcast tower siting issues.
3. Conduct the first of two public hearings on the proposed ordinance enacting a two-month extension of the

moratorium on the approval of development order applications and site and development plan approval applications and do not approve the request to schedule a second public hearing on September 17, 2002.

4. Board direction.

RECOMMENDATION:

Options # 1 and 2

ATTACHMENTS:

#1: [Proposed Ordinance](#)

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**Leon County
Board of County Commissioners**

Notes for Agenda Item #29

Leon County Board of County Commissioners

Cover Sheet for Agenda #29

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of Contracted Federal Lobbying Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator for Legislative and Strategic Initiatives

Fiscal Impact:

This item has no current fiscal impact; however, Board action as recommended in this item could result in savings in the operating budget. Funding for federal lobbying services is included in the FY 2016-17 budget.

Staff Recommendation:

- Option #1: Reject all bids for federal lobbying services and allow the County's current contract with Squire Patton Boggs to expire.
- Option #2: Authorize funds previously budgeted in FY 2016-17 for federal lobbying services to be used as described in this item.

Report and Discussion

Background:

Over the years, the Board has utilized contract lobbying services at the federal level to further the County's legislative goals and in pursuit of appropriations for key local projects. The Board began its relationship with its current federal lobbying firm, Squire Patton Boggs, in 2002. At that time, the County contracted with Patton Boggs for \$50,000 annually for these services. In 2005, Patton Boggs requested, and the Board subsequently approved, a contract extension for 2006 to include an increase from \$50,000 to \$100,000 annually based upon its previous successes lobbying on behalf of Leon County. The federal lobbying contract has remained at that rate since 2006.

During the FY 2016-17 budget cycle, the Board again set aside \$100,000 for federal lobbying services. As part of its acceptance of the 2016 Florida Legislative Session Final Report on May 24, 2016, the Board directed staff to issue a request for proposals (RFP) for federal lobbying services for the 2017 legislative session. The RFP was released on September 29, 2016 for a 30-day period and the County received five bids to provide the lobbying services described in the RFP. The County Administrator appointed a staff selection committee led by Andy Johnson to evaluate proposals and provide recommendations.

The selection committee met on November 17, 2016 to receive the bids and set a second meeting for November 28, 2016 to review and rank the proposals. Squire Patton Boggs scored an average of 89.9 points out of a possible 100 points based on the qualifications and experience of the firm, demonstrated success on obtaining federal grant funds, method and experience in providing legislative and executive lobbying services, references from other public agencies, and the proposed cost of services. The remaining four proposals scored between 46.8 and 56.8 (Attachment #1). None of the proposals qualified for local preference.

Analysis:

On November 8, 2016, Donald Trump was elected as the 45th President of the United States. As a result of the 2016 General Election, President-Elect Trump will have the opportunity to work with a Republican Senate and a Republican House to address the challenges facing the country. With the Trump victory, however, considerable uncertainty remains with regard to what lies ahead for the federal policy agenda in Washington. President-Elect Trump will enter the White House as an outsider, having never before held elected office and as someone who has demonstrated an eagerness to challenge the established leadership of both political parties. As such, some legislators will follow his lead, but it remains to be seen how well President-Elect Trump will be able to work with the 115th and 116th Congress, particularly considering the narrower margin of Republican control in the Senate.

Among the most significant issues expected to be addressed during the first year under the new Presidential administration, President-Elect Trump has pledged to work with Congress during his first 100 days on a ten-year, \$1 trillion, revenue-neutral infrastructure proposal, as well as health care reform and fiscal policy reform. Additionally, the suspension of the federal government's debt ceiling is set to expire on March 15, 2017. A Republican executive and majority in both chambers of Congress has led to broad speculation of a more austere environment for federal appropriations, and moreover, House Speaker Paul Ryan recently persuaded the House to postpone a vote to reinstate federal budget earmarks.

As indicated above, the Board has set aside \$100,000 for federal lobbying services in the FY 2016-17 budget. Until President-Elect Trump takes office and begins working to build coalitions in the Legislature, it is impossible to predict how the 115th Congress and the President-Elect's new administration will unfold. Staff believes that it would be prudent at this time to reject all the bids for federal lobbying services, allowing the County's current contract with Squire Patton Boggs to expire on December 31, 2016, and authorizing the use of previously-budgeted funds to support in-house federal legislative advocacy activities. This would provide for the County's ability to continue evaluating the federal political landscape during the new Presidential administration, and would provide the County the flexibility to utilize already-budgeted funds to:

- To secure dedicated lobbying services for issue specific legislative matters(s) on a non-retainer basis over the coming year;
- Mobilize Commission delegations to Washington as needed over the next year to advocate for specific issues; and
- Enable staff to meet in Washington D.C. with the County's Congressional delegation staff and federal agency representatives on issue specific matters.

Any use of funds to engage a lobbyist on a non-retainer basis for specific issues or for mobilizing Commission delegations to the Capitol would be brought back to the Board for approval. Any funds not utilized would represent savings in the operating budget. Should the Board wish to allow the County's current federal lobbying contract to expire, staff would assess the opportunities and drawbacks of this strategy over the coming year. Alternatively, should the Board wish to continue retaining professional lobbying services, the selection committee voted unanimously to recommend to the Board that Squire Patton Boggs be selected for these services. An agreement with Squire Patton Boggs would be prepared for a two-year term with three optional one-year renewals.

Options:

1. Reject all bids for federal lobbying services and allow the County's current contract with Squire Patton Boggs to expire.
2. Authorize funds previously budgeted in FY 2016-17 for federal lobbying services to be used as described in this item.
3. Approve the selection of Squire Patton Boggs to provide federal lobbying services to Leon County, and authorize the County Administrator to negotiate an agreement in a form approved by the County Attorney.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachment:

1. Bid tabulation sheet

**EVALUATION SCORESHEET
FEDERAL LOBBYING SERVICES
ITB Number: BC-10-27-16-03**

Vendor Name: Squire

H S A

Criteria	Maximum Points	Score
A. Qualifications and general experience of the firm and staff assigned to work with the County	15	14.3
B. Demonstrated success in obtaining federal grant funds	25	22
C. Method and experience in providing legislative and executive lobbying services	25	23.6
D. References from other public agencies	10	30
E. Proposed cost of services to be provided	20	
F. Local Preference	5	0
Total:	100	

14 14 15
23 21 22
25 21 25
10 10 10

Evaluator Signature:

89.9

EVALUATION SCORESHEET
FEDERAL LOBBYING SERVICES
ITB Number: BC-10-27-16-03

Attachment #1
Page 2 of 5

Vendor Name: Davey

H S A

Criteria	Maximum Points	Score
A. Qualifications and general experience of the firm and staff assigned to work with the County	15	11.6
B. Demonstrated success in obtaining federal grant funds	25	19
C. Method and experience in providing legislative and executive lobbying services	25	17.6
D. References from other public agencies	10	8.6
E. Proposed cost of services to be provided	20	
F. Local Preference	5	0
Total:	100	

11 13 10
19 18 20
20 18 15
9 7 10

Evaluator Signature:

56.8

EVALUATION SCORESHEET
FEDERAL LOBBYING SERVICES
ITB Number: BC-10-27-16-03

Vendor Name: Von

H S A

11 12 10

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9 6 10

Criteria	Maximum Points	Score
A. Qualifications and general experience of the firm and staff assigned to work with the County	15	11
B. Demonstrated success in obtaining federal grant funds	25	19.6
C. Method and experience in providing legislative and executive lobbying services	25	15.6
D. References from other public agencies	10	8.3
E. Proposed cost of services to be provided	20	
F. Local Preference	5	0
Total:	100	

Evaluator Signature:

54.5

**EVALUATION SCORESHEET
FEDERAL LOBBYING SERVICES
ITB Number: BC-10-27-16-03**

Attachment #1
Page 4 of 5

Vendor Name: STOWA 5125

H S A

10 13 8
20 15 10
18 19 15
7 5 10

Criteria	Maximum Points	Score
A. Qualifications and general experience of the firm and staff assigned to work with the County	15	10.3
B. Demonstrated success in obtaining federal grant funds	25	15
C. Method and experience in providing legislative and executive lobbying services	25	17.3
D. References from other public agencies	10	7.3
E. Proposed cost of services to be provided	20	
F. Local Preference	5	0
Total:	100	

Evaluator Signature:

49.9

**EVALUATION SCORESHEET
FEDERAL LOBBYING SERVICES
ITB Number: BC-10-27-16-03**

Attachment #1
Page 5 of 5

Vendor Name: McAuslan

H S A

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15 18 10
15 16 18
6 9 2

Criteria	Maximum Points	Score
A. Qualifications and general experience of the firm and staff assigned to work with the County	15	10.6
B. Demonstrated success in obtaining federal grant funds	25	14.3
C. Method and experience in providing legislative and executive lobbying services	25	16.3
D. References from other public agencies	10	5.6
E. Proposed cost of services to be provided	20	
F. Local Preference	5	0
Total:	100	

Evaluator Signature:

46.8

**Leon County
Board of County Commissioners**

Notes for Agenda Item #30

Leon County Board of County Commissioners

Cover Sheet for Agenda #30

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Killearn Lakes Unit 1 Drainage Improvements Status Report and Approval of the Amendment to the Construction Agreement

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

Fiscal Impact:

This item has a fiscal impact, however, funds are sufficient in the existing Killearn Lakes Stormwater capital project to effectuate the contract amendment.

Staff Recommendation:

Option #1: Accept the Killearn Lakes Unit 1 Drainage Improvements Status Report, approve the Amendment to the Construction Agreement, and authorize the County Administrator to execute.

Report and Discussion

Background:

To address long term flooding conditions in Killearn Lakes, in July of 2015 the County initiated Phase 1 of a significant drainage improvement project in Killearn Lakes Unit 1. The project is designed to restore the conveyance systems to their originally intended function for improved stormwater conveyance and flood control. A contract amendment is recommended for approval to ensure: the long term viability of the project, the intended performance of the overall system improvements are accomplished, and the maximum useful life of the project is achieved.

Analysis:

Often as part of complex construction projects requiring specific engineered solutions that are being constructed in extremely constrained environmentally sensitive areas, unforeseen circumstances cause changes in the design to occur after the project has commenced. The construction area in Unit 1 is primarily within wetlands which required special consideration for working in wet areas by the designers and the contractor. However, the existing site conditions were not fully apparent until the site was cleared and excavation of the primary channel was begun. Due to rainfall in December 2015, the construction site became too wet to progress the construction work according to the original schedule and design. Through the winter of 2015 and early spring of 2016, this area continued receiving rain resulting in a high groundwater table and lateral seepage along the main channel. The wet site condition and soft soil hindered heavy equipment operation. In order to stabilize the vulnerable area (susceptible to water saturation and poor soils), staff worked with a geotechnical engineer to conduct further site investigation in May 2016 and development of possible alternatives. The existing design and subsequent bid did not address significant changes due to the unanticipated and unforeseen site conditions

After the geotechnical investigation, a solution was developed to stabilize the soil using geofabric and recycled concrete. At this time the geotechnical engineer has evaluated the remaining construction areas within green spaces which had not yet been cleared and identified the areas that would need the new stabilization technique. The new engineered design is essential for the project to be properly maintained and is necessary for the long term viability of the project and its overall system performance.

In addition to the unforeseen site conditions, the contract engineer that was responsible for the original bid documents miscalculated a bid quantity for rip-rap and other materials which has caused an increase in material costs. County staff is actively pursuing remedies under the terms of the contract to address the contractor's estimating error. The total contract amendment is \$884,000, which is available in the budgeted project, of which a significant portion is expected to be recouped. Any increase to the total project budget and future phases will be addressed annually through the budget process.

Prior to recommending proceeding with the new contract, staff reviewed several alternative approaches. These approaches included use of alternate materials within extremely wet areas, cancelling the balance of the contract and paying the contractor for work completed to date, completing only that portion of the project that could be done within the existing budget based

upon a redesign, and/or re-bidding the entire project. In evaluating the alternative approaches, staff has determined that re-bidding the project will end up with a higher cost given the existing contractor is already mobilized and on site; a new contractor would have to incur all of the mobilization costs again. In addition, the existing contractor is intimately familiar with the project area, the project site conditions and its construction constraints of working with limited access and in close proximity to homes.

Completion of this first phase in Unit 1 is critical to being able to implement future phases in the overall Killearn Lakes Drainage improvements projects. This phase improves the primary conveyances within Unit 1, which provides a significant stormwater benefit to the neighborhood.

With regard to the project time-line, the poor soil and site condition as a result of rain and Hurricane Hermine impeded the construction progress for several months. Since the drier weather began and the new soil stabilization method was applied, the construction has been progressing at a faster pace. With the contractor's commitment to invest more personnel, the project still cannot be completed within the existing contract time. The Contractor submitted an updated construction schedule with a completion date by June 30, 2017 (Attachment #2). Based on this updated schedule, a contract time extension approval by the Board is required and is included in the amendment.

To keep residents apprised of the project status, staff has periodically provided updates to the Killearn Lakes Homeowners Association on the delays caused by the soil conditions. Should the Board approve the staff recommendation to amend the Construction Agreement for the contractual value increase and time extension, staff will advise the Killearn Lakes Homeowners Association of the updated project time line.

Options:

1. Accept the Killearn Lakes Unit 1 Drainage Improvements Status Report, approve the Amendment to the Construction Agreement, and authorize the County Administrator to execute.
2. Do not accept the Killearn Lakes Unit 1 Drainage Improvements Status Update and do not approve the Amendment to the Construction Agreement.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Amendment to Construction Agreement
2. Updated Construction Schedule

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT dated August 28, 2015, is made as of the 13th day of December, 2016, by and between LEON COUNTY FLORIDA, a political subdivision of the State of Florida ("County") and ALLEN'S EXCAVATION, INC., a Florida corporation ("Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into an Agreement dated August 28, 2015 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to provide for additional work and time due to unexpected field conditions revealed upon completion of the geotechnical survey which includes the placement of geo-fabric and recycled concrete for stabilization of areas with poor soil conditions.

NOW, THEREFORE, for an in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

I. Item 4 of the agreement is hereby revised to read:

The Contractor agrees that for the performance of the Services as outlined in Section 1, it shall be remunerated by the County according to the Unit Prices contained in the bid proposal, such total identified on Exhibit B, page 1 of 17 of the agreement, Bid total from Unit Price sheet. Said total, by this amendment is now changed to reflect \$1,903,373.

II. All references in this agreement to the time of completion for this project are hereby adjusted to have a completion date of June 30, 2017.

III. All other terms and conditions of the aforesaid Agreement dated August 28, 2015, not inconsistent with the provisions hereof, shall remain in full force and effect.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this First Amendment as of the date first written above.

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

DATE: _____

ALLEN'S EXCAVATION, INC.

BY: _____
President or Authorized Designee

DATE _____

ATTEST:
Bob Inzer, Leon County Clerk of the Circuit Court and Comptroller
Leon County, Florida

BY: _____

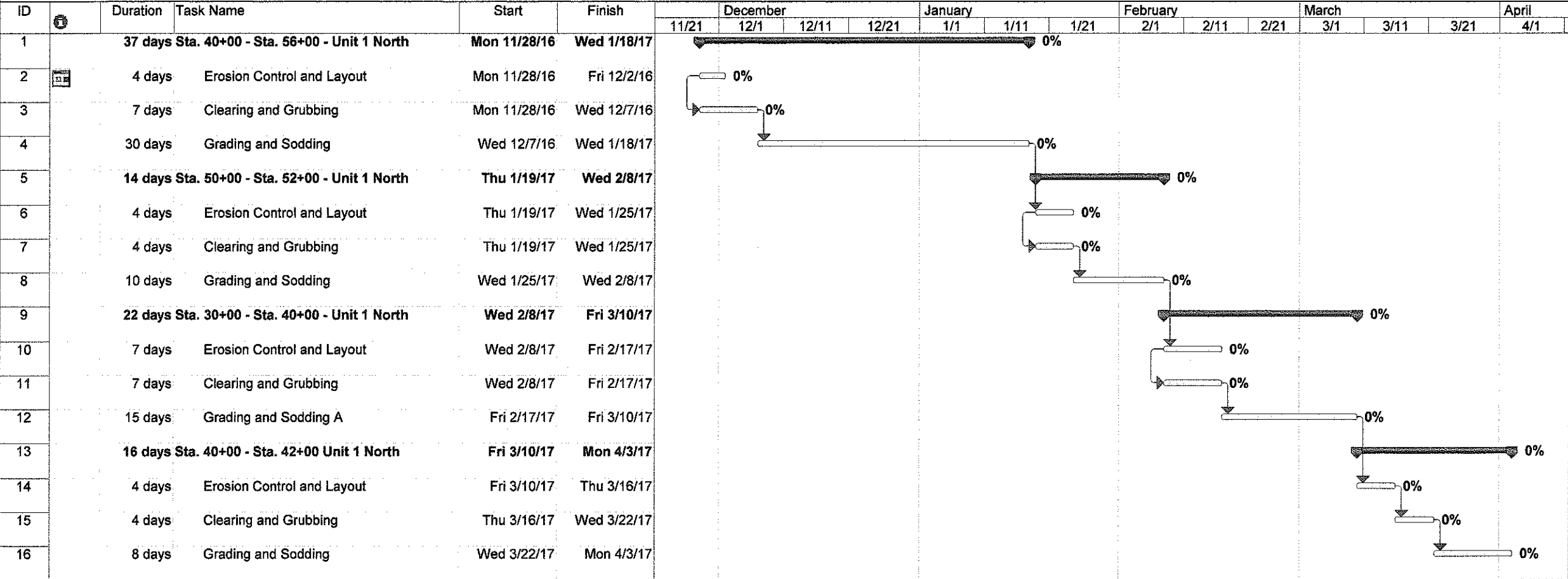
Approved as to Form:
County Attorney's Office

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

Killearn Lakes Greenway 2nd Section

Allen's Excavation, Inc.
6403 Woodville Hwy
Tallahassee, Fl. 32305

Mon 11/21/16



Project: Killearn Lakes Greenway Sec
Date: Mon 11/21/16

Critical

Critical Split

Critical Progress

Task

Split

Task Progress

Baseline

Baseline Split

Baseline Milestone

Milestone

Summary Progress

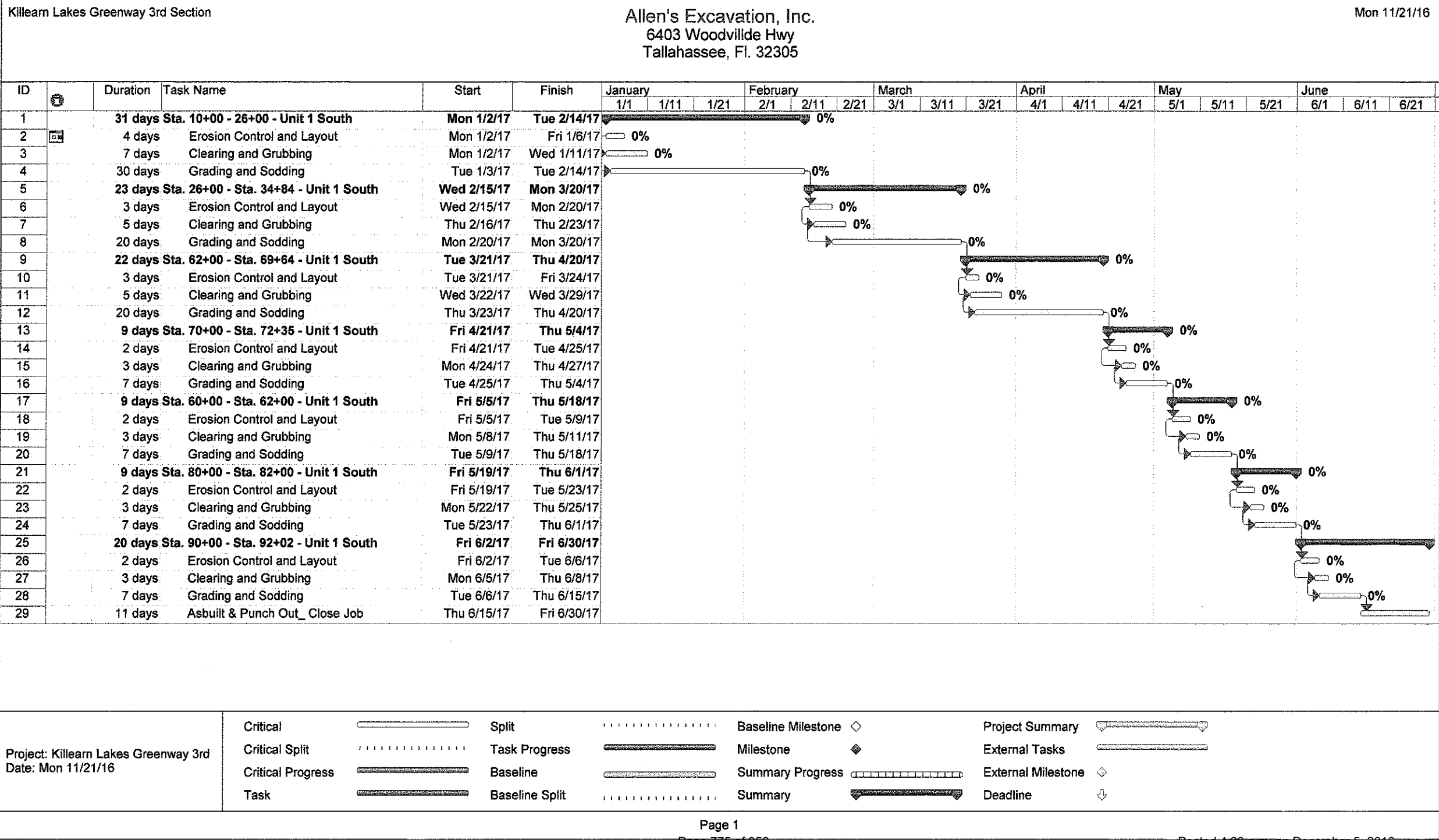
Summary

Project Summary

External Tasks

External Milestone

Deadline



**Leon County
Board of County Commissioners**


Notes for Agenda Item #31

Leon County Board of County Commissioners

Cover Sheet for Agenda #31

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointments to the Tallahassee-Leon County Affordable Housing Workgroup

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: The full Board to consider the appointment of **one** Affordable Housing Developer to the Tallahassee-Leon County Affordable Housing Workgroup for a term of 150 days. The eligible applicants are: Bill Wilson
- Option #2: The full Board to consider the appointment of **one** Affordable Housing Consumer to the Tallahassee-Leon County Affordable Housing Workgroup for a term of 150 days. The eligible applicants are: Alvin McGill, Robert Neff , Alberta Drinkard and Derry Williams.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for full Board appointments to Authorities, Boards, Committees, and Councils by having a General Business item prepared to fill vacancies.

During the October 27, 2016 Joint Affordable Housing Workshop, the County and City Commissions established the Tallahassee-Leon County Affordable Housing Workgroup and tasked them to develop a plan for the redevelopment of a multi-family housing unit with a report to be provided to the Commission within 150 days. On November 22, 2016, the Board adopted an Enabling Resolution establishing the Workgroup (Attachment #1) to be comprised of various affordable housing stakeholders which included the following:

- The Leon County Housing Finance Authority
- Tallahassee Housing Authority
- Beatitude Foundation
- Tallahassee Lenders' Consortium
- Big Bend Continuum of Care
- Big Bend Homeless Coalition
- Ability 1st
- Bethel Community Development Corporation
- Habitat for Humanity of the Big Bend
- Tallahassee Urban League
- Leon County Schools
- Leon County Housing Services staff
- City of Tallahassee Housing Services staff
- A City of Tallahassee appointed affordable housing consumer
- A County Commission appointed affordable housing consumer
- A City of Tallahassee appointed affordable housing developer
- A County Commission appointed affordable housing developer

Staff sent letters on November 23, 2016 to the eleven agencies listed above to request that they identify a representative no later than December 16, 2016 to serve on the Workgroup.

Additionally, staff promoted the opportunity to serve on the Workgroup through the County Website and outreach to affordable housing residents and developers. These outreach efforts included contacting recipients of Leon County's Housing programs and services, notifying the Tallahassee Builders Association and emailing human services agencies with the assistance of United Partners of Human Services of the opportunity for an affordable housing consumer and developer to serve on the Workgroup.

Applications were accepted from November 23 through December 2, 2016.

Analysis:

Tallahassee-Leon County Affordable Housing Workgroup

Purpose: The Workgroup will address opportunities to collaborate and coordinate community resources for the development of a multi-family housing unit that utilizes guiding principles established by the County Commission and City Commission. The Workgroup will also make recommendations for a structure that would sustain the collaborative effort beyond the initial 150 days.

Composition: The Workgroup consists of seventeen members: two affordable housing developers, two affordable housing consumers (one each appointed by the City and the Board) and thirteen affordable housing stakeholders as outlined in the enabling resolution. Members serve an initial 150 days and anticipate holding their first meeting in January, 2017.

Vacancies: There are currently two vacancies; one affordable housing developer and one affordable housing consumer. See Table #1 for eligible applicants.

Table #1: Tallahassee-Leon County Affordable Housing Workgroup

Vacancies	Term Expiration	Application Attachment #	Applicant	Recommended Action
Developer	150 days or no later than June 30, 2017	2.	Bill Wilson	Full Board to appoint for a term expiring no later than June 30, 2017
Consumer	150 days or no later than June 30, 2017	3. 4. 5. 6.	Alvin McGill Robert Neff Alberta Drinkard Derry Williams	Full Board to appoint for a term expiring no later than June 30 2017

Options:

1. The full Board to consider the appointment of **one** Affordable Housing Developer to the Tallahassee-Leon County Affordable Housing Workgroup for a term of 150 days. The eligible applicants are: Bill Wilson
2. The full Board to consider the appointment of **one** Affordable Housing Consumer to the Tallahassee-Leon County Affordable Housing Workgroup for a term of 150 days. The eligible applicants are: Alvin McGill, Robert Neff, Alberta Drinkard and Derry Williams
3. Board Direction

Recommendation:

Options #1 & #2.

Attachments:

1. Enabling Resolution
2. Wilson Application
3. McGill Application
4. Neff Application
5. Drinkard Application
6. Williams Application

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA TO ESTABLISH AN ADVISORY
COMMITTEE WHICH SHALL BE NAMED TALLAHASSEE-LEON
COUNTY AFFORDABLE HOUSING WORKGROUP.**

WHEREAS, Access to safe, affordable housing is a critical element when measuring the quality of life and economic vitality of communities in Tallahassee/Leon County; and

WHEREAS, while affordable housing initiatives are evident in several regions of the county, the on-going success and continued need for these programs is exemplified by existing waiting lists across the current programs, demonstrating the need for a greater collaborative effort amongst community stakeholders in order to address the need for affordable housing; and

WHEREAS, on October 27, 2016 the Board of County Commissioners of Leon County, Florida (the “Board”) and the City of Tallahassee Commission (the “Commission”) held a joint affordable housing workshop to explore utilizing new and existing opportunities for collaboration through the exploration of best practices, innovative ideas, fund leveraging and a host of other resources and strategies to realize the revitalization and creation of affordable housing communities; and

WHEREAS, the Board and the Commission recognizes and acknowledges the importance of engaging local stakeholders to address the needs for affordable housing in the community; and

WHEREAS, in order to consider the input of the public in the matter of affordable housing opportunities and need in the community, the Board and Commission wish to establish and appoint an advisory committee to function and operate in accordance with Board Policy

No. 03-15, “Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution” (“Board-Appointed Advisory Committees”).

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

1. The Board hereby establishes an advisory committee, to be named the Tallahassee-Leon County Affordable Housing Workgroup (the “Committee”), for the purpose of the collaboration and coordination of addressing affordable housing resources in the community.
2. The Committee shall function and operate as a Decision Making Committee in accordance with Board Policy No. 03-15, “Board-Appointed Advisory Committees.”
3. The Committee shall have seventeen (17) members comprised of one representative each of the following:

- 1) The Leon County Housing Finance Authority
- 2) Tallahassee Housing Authority
- 3) Beatitude Foundation
- 4) Tallahassee Lenders’ Consortium
- 5) Big Bend Continuum of Care
- 6) Big Bend Homeless Coalition
- 7) Ability 1st
- 8) Bethel Community Development Corporation
- 9) Habitat for Humanity of the Big Bend
- 10) Tallahassee Urban League
- 11) Leon County Schools
- 12) Leon County Housing Services staff
- 13) City of Tallahassee Housing Services staff
- 14) An affordable housing consumer appointed by the City Commission
- 15) An affordable housing consumer appointed by the County Commission
- 16) An affordable housing developer appointed by the City Commission
- 17) An affordable housing developer appointed by the County Commission

4. The Committee shall have as its goal to develop a plan for the redevelopment of a multi-family housing unit that provides the following:

- 1) Recommendations for the coordination and collaboration of local government, non-profit and for-profit resources.
 - 2) A housing design that considers the needs of residents and enhances the overall community.
 - 3) Recommendations for leveraging the financial resources of local, state and federal resources to address permanent support housing for the homeless population.
 - 4) Consider engaging organizations that promote best practices in affordable housing models.
 - 5) Recommendations for a structure that would sustain the collaborative efforts of the Affordable Housing Workgroup.
5. The Committee shall provide an written report to the Board and the Commission within 150 days of its execution.
 6. The Committee shall be dissolved after 150 days or no later than June 30, 2017.
 7. The Committee shall be staffed by Leon County Housing Services Division and the City of Tallahassee Community Housing and Human Services.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this _____ day of _____, 2016.

LEON COUNTY, FLORIDA

ATTESTED BY:

BY: _____
Bob Inzer
Leon County Clerk and Comptroller

BY: _____
Bill Proctor, Chairman
Board of County Commissioners


APPROVED AS TO FORM:
Leon County Attorney's Office
Leon County, Florida

BY: _____
Herbert W. A. Thiele
County Attorney

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

TALLAHASSEE-LEON AFFORDABLE HOUSING WORKGROUP

Attachment #2
Page 1 of 8

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>			
Name: Bill Wilson		Date: 11/29/2016 4:40:33PM	
Home Phone: (850) 270-6294	Work Phone: (301)367-0143X	Email: bwilson@ihpip.com	
Occupation: CONSULTANT	Employer: IHPIP		
Preferred mailing location: Home Address			
Work Address:			
City/State/Zip: TALLAHASSEE, FL			
Home Address 1816 OLD FORT DR			
City/State/Zip: TALLAHASSEE, FL 32301			
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? Yes			
For how many years have you lived in and/or owned property in Leon County? 40 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?			
<p>Please indicate your area of expertise and/or experience in one of the following areas of eligibility:</p> <p><input type="checkbox"/> An affordable housing consumer is a Leon County resident that currently utilizes or formerly utilized affordable housing programs and services provided by the City, the County, State of Florida, or United States Department of Housing and Urban Development. Please attach supporting documentation.</p> <p><input checked="" type="checkbox"/> An affordable housing developer is a Leon County resident that has experience developing and managing successful multi-family and/or single family affordable housing projects. Please attach supporting documentation.</p>			
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></p> <p>How many days per month would you be willing to commit for Committee work? 4 or more</p> <p>And for how many months would you be willing to commit that amount of time? 6 or more</p> <p>What time of day would be best for you to attend Committee meetings? Day, Night</p>			
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian Sex: Male Age:</p> <p>Disabled? No District: District 5</p>			
<p>In the space below briefly describe or list your previous experience that qualifies you as an affordable housing consumer (i.e.; recipient of housing rehabilitation service) or an affordable housing developer (i.e.; proof of previous affordable housing development projects; etc.). Additionally, please briefly describe any educational background, skills, experience, and knowledge pertaining to affordable housing that could contribute to the Committee.</p>			

HAVE COMPLETED A NUMBER OF SINGLE FAMILY REHAB PROJECTS. DEVELOPED PROGRAM FOR ST. JOHN'S HOUSING PARTNERSHIP TO DO WEATHERIZATION WORK ON OVER 1200 AFFORDABLE MULTI-FAMILY UNITS. DEVELOPED PROGRAM FOR ACQUISITION/REHAB/RESALE FOR TALLAHASSEE LENDERS CONSORTIUM, OBTAINED FIRST DONATED HOUSE AND MANAGED THE REHAB OF THAT PROPERTY THAT WAS SOLD TO AN AFFORDABLE BUYER. COMPLETED THE FLORIDA WEATHERIZATION INSPECTOR PROGRAM AND THE GREEN BUILDING PROGRAM FROM THE FLORIDA GREEN BUILDING COALITION. AS NOTED IN THE ATTACHMENT HAVE WORKED WITH SEVERAL NONPROFIT AFFORDABLE HOUSING PROVIDERS ACROSS THE COUNTRY TO ASSIST THEM IN IMPROVING THEIR PROGRAMS AND ORGANIZATION PERFORMANCE.

References (you must provide at least one personal reference who is not a family member):

Name: MARY ANNE HOFFMAN Telephone: 850-570-4883
Address: 1038 MERRITT DR

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: Bill Wilson

This application was electronically sent: 11/29/2016 4:40:33PM

The Affordable Housing Workgroup is to look for new models to support the development of affordable housing in Leon County. I have worked with affordable housing providers across the country for the last 15 years. Having worked with some of the best nonprofit housing organizations in a number of different cities has given me an opportunity to work with a number of different models. I look forward to sharing those experiences with the workgroup.

As the real estate development director of a nonprofit (Graceful Solutions) focused on the redevelopment of the South City neighborhood, I have spent the last two years developing an understanding of the current local programs and the status of the local housing market. We have purchased a significant amount of land in South City (16 parcels totaling about 4 acres) to be able to bring some new approaches to neighborhood revitalization based on the experience we have in working in other cities. We brought Michael Schubert, a national expert on neighborhood revitalization to town to work with us on the South City Plan and to provide local leaders with best practices from around the country.

Examples of approaches that we should consider locally include:

Land Bank – the local comprehensive plan has a provision for a land bank that has never been implemented. Land will never get any cheaper. Purchasing land in neighborhoods that need attention and putting that in a land bank is a good way to control the future development and a way to support affordable housing. I worked with a nonprofit in Cleveland that managed the land bank for the city and was very successful in using that tool to turn around a depressed neighborhood. If you control the land you control what gets built on the land.

Land Trust – The local comprehensive plan also has a provision for a land trust that has never been implemented. We have worked with two groups effectively using the land trust model to support affordable housing development – one in Portland Oregon and one in Pinellas County (the largest land trust in the state of Florida). Land trust, as opposed to down payment assistance provides for a one-time subsidy to make a home affordable in perpetuity. It can be used for both single family and multi-family developments.

I am also an approved consultant for NeighborWorks America, the largest supporter of affordable housing in the country. I have worked with a number of NeighborWorks organizations across the country and I worked with the Tallahassee Lenders Consortium to develop their application to be a NeighborWorks Home Center, developed an acquisition/rehab program for their Board's approval, got them approved for REO donated houses from several banks and managed their first acquisition/resale project.

I have also served as a consultant to Enterprise Community Partners, another national organization that supports affordable housing development. I have developed programs for them and been a presenter at a number of their national conferences. I have also worked directly with nonprofit organizations supported by Enterprise.

I think my commitment to the revitalization of one of the most challenged neighborhoods in our city and my national experience in working in and with a number of nonprofits across the county will allow me to be a significant contributor to this Workgroup. Thank you for your consideration.

Resume of: William R. Wilson
1816 Old Fort Drive
Tallahassee, FL 32301

PROFESSIONAL EXPERIENCE:

Graceful Solutions Community Development, LLC
President (Volunteer)

2016- Present

Graceful Solutions Community Development, LLC is the real estate arm of Graceful Solutions, Inc. a Tallahassee based nonprofit focused on neighborhood revitalization. I lead on the acquisition, rehab and new construction projects for GSCD.

Inner Harbor Partners for Improved Performance, Inc.
Vice President

2003- Present

Founded Inner Harbor Partners with Michele Hartson and we have worked in the private sector and the nonprofit sector providing a variety of consulting services for our clients. Commercial clients include Farmers Insurance where we were the design consultants for the development of the University of Farmers. We supported Farmers for 10 years to build their learning team from 6 to 175 and assisted them in the develop of programs that won every major learning award in the industry.

On the nonprofit side we have worked with numerous affordable housing organizations across the country. We have assisted them in board development, management team development, executive searches, program design and implementation and financial consulting. We also worked with the St. John's Housing Partnership of the development of a multi-family weatherization program and the Pinellas County Housing Finance Authority on their land trust program.

We also worked with a charter school in Baltimore for three years. I served as the Executive Director for one year and then as the owner's representative on a capital project that involved acquisition, rehab, new construction and financing of a \$14 million dollar campus that was financed with the first charter school bond issue in the state.

Bob Pike Group, Inc.

Vice President, Performance Improvement & Instruction Design **2001- 2003**

Developed a new practice to work with clients on major performance issues. BPG had been a train the trainer firm and the clients were seeking help with major training design projects and assistance in developing training programs that produced measurable business outcomes. Worked with clients in various industries to address performance issues and develop new learning programs.

QEI Learning Strategies, Inc.
Vice President, Learning Systems

1997-2001

QEI obtained the rights to support the Prentice Hall clients in the legal vertical when Simon and Shuster sold one of the PH units. I joined QEI to manage the implementation and training team and we continued to sell and support technology solutions for law firms and corporate law departments.

**Professional Growth Associates
President**

1992-1997

Continued to support Prentice Hall units in the installation and training of various software programs. Also developed marketing materials for new software systems and assisted in the initial rollout and dealer training for the new program.

Supported installation and training programs for various software publishers and provided portable computer network training centers for their projects.

Managed various custom training design projects in financial management, project management, business planning, and software implementation.

Developed a program for the Minister of Economic Development of Aruba to introduce Total Quality Management to the business community and government of Aruba. Facilitated the work of a 75-person task force for a year to establish a non-profit foundation to continue the work and to train the leadership in the private and public sectors.

**Prentice Hall Legal & Financial Services
Director, Dealer Training and Support**

1988-1992

Joined Prentice Hall as Regional Manager after working as a dealer for a couple of years of selling and installing financial management systems for law firms. Moved into national role to support our dealer-training program and to assist dealers in sales and implementation strategies for major accounts. Established a national dealer training center, developed programs and strategies for training dealers on software programs and sales strategies. Also assisted in the development of a new practice in corporate law automation.

**Leon County School Board (Florida)
Member**

1980-1988

Elected to two four-year terms as member of a five-member school board. System had 37 schools, 30,000 students and 3000+ staff. System budget was in excess of \$400 million per year. Was involved in major effort to establish first school-business partnership program in Florida. Board developed major capital outlay program that business community supported and helped sell a \$85-million-dollar bond issue to support school construction and renovation. Initiated major technology upgrade in all schools and county support services.

Independent Consultant

1980-1988

While on the school board I worked as an independent consultant providing a variety of services in a number of areas.

Worked with an IBM business Partner to develop a marketing campaign to sale law office financial management software. Develop implementation and training strategy to support effort. Supported the sales, installation and training of 30+ systems.

Assisted in the development of a training program for a big-six accounting firm to train their tax and audit staffs in small business financial consulting.

Designed a two-day program on business planning that was offered nationally by Business Week.

Participated in the design and manufacture of two new products. Am named inventor on patents for both.

Developed a classification and pay plan, performance appraisal system and management training program for the Florida Bar's staff of 280 people.

Managed a public relation campaign for the Academy of Florida Trial Lawyers related to medical malpractice. Program included the display of Magna Carta from the Lincoln Cathedral, England at the Museum of Florida History and a major education program for Florida Schools on Magna Carta.

Managed a project for a workforce training firm to package and market their training programs.

Wayne Colony Company Personnel Director, Office Manager and Division Director - Colony Productions

1977-1980

Built personnel system, classification and pay programs, affirmative action plan for growing defense contractor. Facilitated personnel growth from 37 to 350 in 15 months. Developed and directed Colony Productions, a 15-person training and multimedia production group supporting the needs internal groups and external clients.

Leon County School System Director of Employee/Labor Relations

1974-1977

Served as county's first labor negotiator responsible for successful negotiation of teacher and support services contracts for the school system. Responsible for personal, training and labor relations for 3,000+ person staff.

WCTV - TV Tallahassee, FL/Thomasville, GA Assistant Director of News & Public Affairs

1971-1974

Senior political reporter covering Florida and Georgia state capitols, hosted weekly interview show, served as fill in anchor, supervised production of documentaries and special programs. Responsible for managing 20 person staff.

Faircloth for Governor (Gubernatorial Campaign, Florida) 1970-1971
Media Director

Responsible for campaign's media relations. Served as liaison between campaign staff and advertising agency.

WTVJ-Miami, WFGA-Jacksonville 1969-1970
State Capitol Bureau Chief

Was responsible for managing a three person unit that covered Florida Government and breaking news coverage in the state outside the Miami/Jacksonville areas.

WKYT-TV Lexington Kentucky 1996-1969
News Producer

Started as commercial photographer. Moved to news department as photographer. Promoted to producer of the 11PM newscast.

The Lexington Herald-Leader 1964-1966
Photographer

Started as part-time lab assistant in photo department. Promoted to part-time photographer, full time photographer and assistant chief photographer.

EDUCATION:

Undergraduate - Journalism and Political Science, University of Kentucky (1995-69)
Graduate course work: Labor Relations and Arbitration, Florida A&M University (1975-76)

Presentations and Publications

Author:

- What, Who, How and Why Not – 4 keys to Improved Business Outcomes (Trey Press 2015)

Developer:

- LearningPlus a virtual learning program train participants in the implementation of the What, Who, How and Why Not model of Performance Improvement
- Concepts Before Keyboards - A model for applying Accelerated Learning to software training design.
- Designing Effective Learner-Centered Training - A structured approach for course design using Displayed Thinking.

Workshops on various aspects of learning and performance improvement

- Enterprise Community Partners Conference (2003, 04, 06)
- International Alliance for Learning Conference (1997, 98, 99, 00,01,02, 03)
- German Alliance for Learning (2002)
- IAL Mexico (1999, 00, 01 - Keynote 2000)
- ASTD International Conference and Exposition (seven years)
- Various ASTD Chapter presentation and regional conferences
- ISPI Washington, DC Chapter (April 2002)
- Bob Pike Creative Training Techniques Conference (1999, 00,01, 02, 03)

Professional Involvement

SouthCity Revitalization Council - *Tallahassee* (Board Member 2014 – 2016 (Co-Chair Built Environment Committee)

International Alliance for Learning (President 2002-2004, President Elect 2000-2002, VP Programs 1998-2000, Board member 1997- 2007)

American Society for Training and Development (Member Tallahassee Chapter 1994-1998 and 2012 -2016 President 2014-2016, Member Washington, DC Chapter 1998-2002, Member Program Committee)

Florida School Boards Association (Chair - Long Range Planning Committee - 1984)


National Association of Educational Negotiators (Board Member 1975-1977)

Florida Educational Negotiators (Founding President 1995, Board Member 1975-1978)

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

TALLAHASSEE-LEON COUNTY AFFORDABLE HOUSING WORKGROUP

Attachment #3
Page 1 of 4

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</p> <p>Applications will be discarded if no appointment is made after two years.</p>		
Name: Alvin McGill		Date: 12/2/2016 1:10:56PM
Home Phone: (850) 561-6500	Work Phone: (-)-X	Email: mcgillalvin357@gmail.com
Occupation: BARBER	Employer: SELF EMPLOYED	
Preferred mailing location: Home Address		
Work Address: 9340 MICCOSUKEE RD		
City/State/Zip: TALLAHASSEE, FL 32309		
Home Address 9340 MICCOSUKEE RD		
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? 30 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?		
<p>Please indicate your area of expertise and/or experience in one of the following areas of eligibility:</p> <p><input checked="" type="checkbox"/> An affordable housing consumer is a Leon County resident that currently utilizes or formerly utilized affordable housing programs and services provided by the City, the County, State of Florida, or United States Department of Housing and Urban Development. Please attach supporting documentation.</p> <p><input type="checkbox"/> An affordable housing developer is a Leon County resident that has experience developing and managing successful multi-family and/or single family affordable housing projects. Please attach supporting documentation.</p>		
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></p> <p>How many days per month would you be willing to commit for Committee work? 1</p> <p>And for how many months would you be willing to commit that amount of time? 2</p> <p>What time of day would be best for you to attend Committee meetings? Day</p>		
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: African American Sex: Male Age: 57.00</p> <p>Disabled? No District: District 4</p>		
<p>In the space below briefly describe or list your previous experience that qualifies you as an affordable housing consumer (i.e.; recipient of housing rehabilitation service) or an affordable housing developer (i.e.; proof of previous affordable housing development projects; etc.). Additionally, please briefly describe any educational background, skills, experience, and knowledge pertaining to affordable housing that could contribute to the Committee.</p> <p>I AM A RECIPIENT OF HOUSING REHABILITATION SERVICES.</p>		

References (you must provide at least one personal reference who is not a family member):

Name: RODERICK WILSON Telephone: 904-859-3990
Address: 6848 HUGH RD, TALLAHASSEE, FL 32309

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? 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: Jennifer Sousa on behalf of Alvin McGill

This application was electronically sent: 12/2/2016 1:10:56PM



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

Division of Housing Services

918 Railroad Avenue

Tallahassee, Florida 32310

Tele: (850)606-1900

Fax: (850)606-1901

March 26, 2014

Alvin O. McGill
9340 Miccosukee Road
Tallahassee, Florida 32309

Re: State Housing Initiative Partnership (SHIP) Allocation Letter

Dear Mr. McGill:

This letter is to certify that Leon County Division of Housing Services has reviewed your application for assistance and verified your anticipated household annual income. According to the information provided to us, you meet the income eligibility requirements for our program, as established by the Florida Housing Finance Corporation.

According to our program guidelines, you are eligible within the **Low Income** category for Rehabilitation Services of your dwelling.

As a result of your Award Letter, Leon County is allocating up to a maximum award amount of Fifty Thousand (\$50,000.00) Dollars toward rehabilitation of your property. The exact and final amount will be determined as a result of a Work-Write-Up Determination and Feasibility Study performed by a Leon County Housing Rehabilitation Specialist.

We look forward to serving you.

Sincerely,

A handwritten signature in black ink, appearing to read "L Kemp".

Lamarr D. Kemp Sr., Director of Housing Services
Leon County Division of Housing Services



HOUSING FINANCING CLOSING STATEMENT

PROJECT ACCOUNT# 161-808-585269-554

DATE: March 31, 2014

PROJECT NAME: Alvin O. McGill

HOUSING FINANCING CLOSING STATEMENT

CONTRACTOR DESCRIPTION	HFA	SHIP	911	EXPENSE
Contractor (Mills Well Drilling)	\$7,050.00			\$7,050.00
Title Search	\$55.00			\$55.00
Septic System				
Relocation				
Survey				
DSEM				
Total Cost of Project (Lien Amount)	\$7,105.00			\$7,105.00
Recording Fees	\$35.50			\$35.50
Total Project Cost	\$7,140.50			\$7,140.50

Financing requested by:

Alvin O. McGill
Homeowner Signature

3/31/2014
Date

Homeowner Signature

Date

Approved by:


[Signature]
Housing Rehabilitation Specialist

3-31-14
Date

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

TALLAHASSEE-LEON COUNTY AFFORDABLE HOUSING WORKGROUP

Attachment #4
Page 1 of 4

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>			
Name: Robert Neff		Date: 12/2/2016 1:28:06PM	
Home Phone: (850) 877-0486	Work Phone: (-)-X	Email: N/A	
Occupation: RETIRED	Employer: RETIRED		
Preferred mailing location: Home Address			
Work Address: 309 SUSIE B. LANE			
City/State/Zip: TALLAHASSEE, FL 32305			
Home Address 309 SUSIE B. LANE			
City/State/Zip: TALLAHASSEE, FL 32305			
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 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?			
<p>Please indicate your area of expertise and/or experience in one of the following areas of eligibility:</p> <p><input checked="" type="checkbox"/> An affordable housing consumer is a Leon County resident that currently utilizes or formerly utilized affordable housing programs and services provided by the City, the County, State of Florida, or United States Department of Housing and Urban Development. Please attach supporting documentation.</p> <p><input type="checkbox"/> An affordable housing developer is a Leon County resident that has experience developing and managing successful multi-family and/or single family affordable housing projects. Please attach supporting documentation.</p>			
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></p> <p>How many days per month would you be willing to commit for Committee work? 1</p> <p>And for how many months would you be willing to commit that amount of time? 6 or more</p> <p>What time of day would be best for you to attend Committee meetings? Day</p>			
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: Caucasian, Hispanic Sex: Male Age: 80.00</p> <p>Disabled? No District: District 1</p>			
<p>In the space below briefly describe or list your previous experience that qualifies you as an affordable housing consumer (i.e.; recipient of housing rehabilitation service) or an affordable housing developer (i.e.; proof of previous affordable housing development projects; etc.). Additionally, please briefly describe any educational background, skills, experience, and knowledge pertaining to affordable housing that could contribute to the Committee.</p> <p>I AM A RECIPIENT OF HOUSING REHABILITATION SERVICES AND I HAVE A PERSONAL INTEREST IN AFFORDABLE HOUSING RESOURCE AVAILABILITY AND SERVICES IN THE COMMUNITY.</p>			

References (you must provide at least one personal reference who is not a family member):

Name: SUSIE BURNS

Telephone: UNKNOWN

Address: 331 SUSIE B LANE

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? 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: Jennifer Sousa on behalf of Robert Neff

This application was electronically sent: 12/2/2016 1:28:06PM



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

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

Department of Housing Services
918 Railroad Avenue
Tallahassee, Florida 32310
Tele: (850)606-1900
Fax: (850)606-1901

September 14, 2011

Robert L. & Nelda A. Neff
309 Susie B. Lane
Tallahassee, Florida 32305

Re: Disaster Recovery /Emergency Set Aside / Award Letter

Dear Mr. & Mrs. Neff:

This letter is to certify that the Leon County Department of Housing Services has reviewed your application for assistance and verified your anticipated household annual income. According to the information provided to us, you meet the income eligibility requirements for our program, as established by Leon County Department of Housing Services, Florida Housing Finance Corporation, Florida Department of Community Affairs and Leon County Housing Finance Authority.

According to our guidelines, you are eligible within the **Low income** category for Rehabilitation Services of your dwelling.

Before construction can start on your home, you will be required to sign a 0% second mortgage and note that will be repayable if you should sell, rent, lease, transfer title of the property, or upon your death. You will also be required to repay the loan if you refinance and do not comply with program guidelines. If none of the events which are listed above in this paragraph occur during the term of the note and mortgage, your loan will be satisfied and no repayment will be required.

We look forward to serving you. If you have questions, please do not hesitate to contact us at 850-606-1900.

Sincerely,

A handwritten signature in black ink, appearing to read "Lamarr D. Kemp, Sr.", written over a horizontal line.

Lamarr D. Kemp, Sr., Director of Housing Services
Leon County Department of Housing Services

LDK/gg



HOUSING FINANCING CLOSING STATEMENT

PROJECT ACCOUNT# 125-982035-585356-554
REVISED

DATE: March 28, 2013

PROJECT NAME: Robert & Nelda Neff


HOUSING FINANCING CLOSING STATEMENT

CONTRACTOR DESCRIPTION	HP	HFA	SHIP	CDBG	EXPENSE
Contractor-Florida Developers, Inc.				\$71,078.27	\$71,078.27
Title Search-Research Express				\$55.00	\$55.00
Septic System				\$460.00	\$460.00
Relocation				\$800.00	\$800.00
Survey				\$1,757.50	\$1,757.50
Soil Test					\$0.00
Lead Paint Test					\$0.00
Total Cost of Project (Lien Amount)	\$0.00	\$0.00	\$0.00	\$74,150.77	\$74,150.77
Recording Fees		\$35.50			\$35.50
FSU-Florida Natural Areas Inventory (FNAI)		\$62.30			\$62.30
Total Project Cost	\$0.00	\$97.80	\$0.00	\$74,150.77	\$74,248.57

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

TALLAHASSEE-LEON COUNTY AFFORDABLE HOUSING WORKGROUP

Attachment #5
Page 1 of 5

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</p> <p>Applications will be discarded if no appointment is made after two years.</p>		
Name: Alberta Drinkard		Date: 12/2/2016 1:57:46PM
Home Phone: (850) 576-6211	Work Phone: (-)-X	Email: a.drinkard@yahoo.com
Occupation: RETIRED	Employer: RETIRED	
Preferred mailing location: Home Address		
Work Address: 1617 SILVER SADDLE DR.		
City/State/Zip: TALLAHASSEE, FL 32310		
Home Address 1617 SILVER SADDLE DR.		
City/State/Zip: TALLAHASSEE, FL 32310		
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 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?		
<p>Please indicate your area of expertise and/or experience in one of the following areas of eligibility:</p> <p><input checked="" type="checkbox"/> An affordable housing consumer is a Leon County resident that currently utilizes or formerly utilized affordable housing programs and services provided by the City, the County, State of Florida, or United States Department of Housing and Urban Development. Please attach supporting documentation.</p> <p><input type="checkbox"/> An affordable housing developer is a Leon County resident that has experience developing and managing successful multi-family and/or single family affordable housing projects. Please attach supporting documentation.</p>		
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></p> <p>How many days per month would you be willing to commit for Committee work? 1</p> <p>And for how many months would you be willing to commit that amount of time? 2</p> <p>What time of day would be best for you to attend Committee meetings? Day</p>		
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: African American Sex: Female Age: 62.00</p> <p>Disabled? Yes District: District 2</p>		
<p>In the space below briefly describe or list your previous experience that qualifies you as an affordable housing consumer (i.e.; recipient of housing rehabilitation service) or an affordable housing developer (i.e.; proof of previous affordable housing development projects; etc.). Additionally, please briefly describe any educational background, skills, experience, and knowledge pertaining to affordable housing that could contribute to the Committee.</p> <p>I AM A RECIPIENT OF AFFORDABLE HOUSING SERVICES THROUGH THE FORECLOSURE PREVENTION PROGRAM.</p>		

References (you must provide at least one personal reference who is not a family member):

Name: NANCY BROWN Telephone: 850-322-5235
Address: 2505 SHADOWWOOD DR. TALLAHASSEE, FL 32305

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? 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: Jennifer Sousa on behalf of Alberta Drinkard

This application was electronically sent: 12/2/2016 1:57:46PM



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

NICK MADDOX
At-Large

AKIN AKINYEMI
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

Division of Housing Services

918 Railroad Avenue
Tallahassee, Florida 32310
Tele: (850) 606-1900
Fax: (850)606-1901

May 7, 2012

Alberta Drinkard
1617 Silver Saddle Drive
Tallahassee, Florida 32310

Re: Award Letter for Foreclosure Assistance

Dear Mrs. Drinkard:

This letter is to certify that the Leon County Division of Housing Services has reviewed your application for foreclosure prevention assistance and you have been determined eligible to receive up to \$7,500.00 to resolve your "mortgage in arrears" situation, as a result of our verification of the following criteria:

- At least 60 days delinquent.
- Property ownership confirmation.
- Property type confirmation.
- Property market value not exceeding \$204,000.
- Income qualification: **Very Low Income category.**
- Residency in unincorporated Leon County confirmed.
- Provided written denial or incapability of resolution from/to lender.
- Provided demonstrated proof of extraordinary hardship to Leon County.

The completion of your process has three remaining phases:

1. You will, with Leon County guidance when and where needed or required, negotiate with your lender to reach a mutually beneficial resolution, with the final arrangement exclusively acceptable to you, and meeting Program guidelines.
2. Before financial assistance can be released to you and or your lender, you are required to attend home ownership classes as designated by Leon County. Home ownership classes cover budgeting, credit repair, credit counseling and foreclosure prevention. There is no cost to you for this class. Class date and time will be provided.
3. Leon County secures the financial assistance loan to you by requiring that you sign a 0% second mortgage and note that is recorded against your property as a lien that is repayable if you sell, rent, lease, transfer title, or upon your death. You will be required to repay the loan if you refinance and do not comply with program guidelines. Otherwise, the loan is forgiven after five (5) years.

After acceptance of satisfactorily negotiated arrangements with your lender, you will receive instructions for attending home ownership classes, and upon your completion of the home ownership classes as witnessed by a certificate of completion, a closing will be scheduled for you at Leon County Division of Housing Services offices to execute the mortgage and note, thereby activating the process of release of payment to the Lender.

We look forward to continuing to serve you.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Kemp', with a large, stylized flourish extending from the end.

Lamarr D. Kemp, Sr., Director of Housing Services
Leon County Division of Housing Services



HOUSING FINANCING CLOSING STATEMENT

PROJECT ACCOUNT# 124-932043-585376-554

DATE: September 14, 2012

PROJECT NAME: Alberta Drinkard

HOUSING FINANCING CLOSING STATEMENT

CONTRACT DESCRIPTION		SHIP	CDBG	EXPENSE
Foreclosure Assistance Amount		\$2,037.50		\$2,037.50
Counseling		\$225.00		\$225.00
Title Search (Performed and Paid on 2012 Rehab Project)				
Total Cost of Project		\$2,262.50		\$2,262.50
Recording Fees		\$61.00		\$61.00
Total Project Cost		\$2,323.50		\$2,323.50

Financing requested by:

Alberta Drinkard
Homeowner Signature

9-14-12
Date

Homeowner Signature

Date


Approved by:

[Signature]
Housing Director

10-1-12
Date

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

TALLAHASSEE-LEON COUNTY AFFORDABLE HOUSING WORKGROUP

<p>It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</p> <p>Applications will be discarded if no appointment is made after two years.</p>		
Name: DERRY WILLIAMS		Date: 12/2/2016 3:28:44PM
Home Phone: (850) 491-7065	Work Phone: (850)792-3067X	Email: derrywilliams29@yahoo.com
Occupation: HOME HEALTH AIDE	Employer: HOPEWELL	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: ,FL		
Home Address 6552 SPRINGHILL ROAD		
City/State/Zip: TALLAHASSEE,FL 32305		
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? 11 years		
Are you currently serving on a County Advisory Committee? Yes		
If yes, on what Committee(s) are you a member? LEON COUNTY AFFORDABLE HOUSING		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
<p>Please indicate your area of expertise and/or experience in one of the following areas of eligibility:</p> <p><input checked="" type="checkbox"/> An affordable housing consumer is a Leon County resident that currently utilizes or formerly utilized affordable housing programs and services provided by the City, the County, State of Florida, or United States Department of Housing and Urban Development. Please attach supporting documentation.</p> <p><input type="checkbox"/> An affordable housing developer is a Leon County resident that has experience developing and managing successful multi-family and/or single family affordable housing projects. Please attach supporting documentation.</p>		
<p><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></p> <p>How many days permonth would you be willing to commit for Committee work? 4 or more</p> <p>And for how many months would you be willing to commit that amount of time? 6 or more</p> <p>What time of day would be best for you to attend Committee meetings? Day</p>		
<p>(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> <p>Race: African American Sex: Female Age: 55.00</p> <p>Disabled? No District:</p>		
<p>In the space below briefly describe or list your previous experience that qualifies you as an affordable housing consumer (i.e.; recipient of housing rehabilitation service) or an affordable housing developer (i.e.; proof of previous affordable housing development projects; etc.). Additionally, please briefly describe any educational background, skills, experience, and knowledge pertaining to affordable housing that could contribute to the Committee.</p> <p>I DERRY RIVERS WILLIAMS AM VERY THANKFUL FOR THE HOUSING PROGRAM OF LEON COUNTY. I FOUND OUT ABOUT THIS PROGRAM BY JUST MAKING A PHONE CALL TO SPEAK TO SOMEONE THAT WORKED AT THE TRAIN STATION THAT WAS NOT AVAILABLE AT THE TIME AND I GOT TO TALKING TO MS. ORA HALL AND THE DOOR WAS OPEN FOR ME. I LIVED IN A HOUSE AT THE TIME WHERE I HAD TO CATCH WATER FROM MY ROOF WHEN IT RAINED. AFTER THIS BLESSING FOR ME AND MY FAMILY I HAVE WENT THROUGHOUT COUNTIES TELLING AND SHARING THIS INFORMATION SO OTHERS CAN BE HELPED. THIS IS CALLING AND IT'S IN MY HEART TO HELP AND BLESS.</p>		

References (you must provide at least one personal reference who is not a family member):

Name: EDNA MCMILLIAN Telephone: 850-264-8029
Address: P.. O. BOX 1162 WOODVILLE, FLA 32362

Name: CLIFFORD RIVERS Telephone: 850-212-4693
Address: 2675 GERALD DR. TALLAHASSEE, FL 32305

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: Derry R. Williams

This application was electronically sent: 12/2/2016 3:28:44PM



This instrument was prepared by:
Latheria Charleston
918 Railroad Avenue
Tallahassee, Florida 32310

(Re-recorded to Correct name Spelling)
Original recorded in BK 3747 PG 52

Leon County, Florida
Housing Rehabilitation/Reconstruction Note and Mortgage

THIS AGREEMENT, made this 12th day of July, 2007 between **Benjamin Williams Jr. and Derry Williams**, hereinafter referred to as the "Owner(s)" and **Leon County**, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, Leon County has applied for and received funds under the State Housing Initiatives Partnership (SHIP) Program and/or the Community Development Block Grant (CDBG); and

WHEREAS, Leon County adopted the Housing Rehabilitation Policy designed to provide financial assistance through the provision of state and federal housing funds to low and moderate income residents for housing rehabilitation or reconstruction; and

WHEREAS, the Owner proposes to have reconstruction work performed on the Owner's property lying and being in the County of Leon and State of Florida, to wit:

Hereinafter, "the property", 997 Oakridge Road, Tallahassee Florida 32305

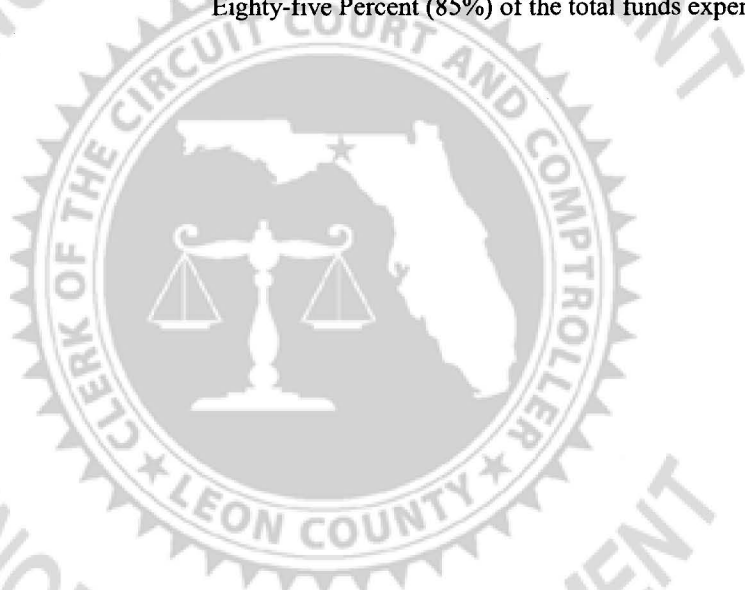
Legal Description: (See Attached)

NOW, THEREFORE, FOR AND CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Owner is the owner-occupant(s) of the property or must be the contract vendee-occupant under a valid land sales contract of the above described real property; and
2. The Owner (all or both) resided in one of the designated communities set forth in the Leon County Grant referred to above;
3. The Owner represents that he/she/they meet the established income limits set by the Housing Rehabilitation Program;
4. County will provide **\$73,622.00** in **SHIP** funds (**\$73,622.00 SHIP**) to Owner or Owner's designee for rehabilitation of the Property.
5. **SHIP** The Owner agrees to the following terms in the event of either the subsequent refinancing, sale, rental or lease of the property by the Owner, or the death of the Owner(s) within twenty years (20) from the date hereof:

Payment is made only upon the first to occur of any of the following events, which shall be deemed a default on the agreement on the part of the Owner: (1) the Owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Owner no longer occupies the unit as his/her principal residence; (3) the Owner dies, or if a married couple, the survivor dies; (4) the Owner refinances the home without having met the conditions as outlined above, or (5) the Owner fails to maintain reasonable required standards and maintenance of the unit. If none of these events occurs within twenty(20) years of the date of completion, then no repayment is required. Recapture payments shall be in accordance with the following schedule:

1. If such default occurs during the first year after such major rehabilitation, the County shall recapture One Hundred Percent (100%) of the total funds expended.
2. If such default occurs during the second year after such major rehabilitation, the County shall recapture Ninety five Percent (95%) of the total funds expended.
3. If such default occurs during the third year after such major rehabilitation, the County shall recapture Ninety Percent (90%) of the total funds expended.
4. If such default occurs during the fourth year after such major rehabilitation, the County shall recapture Eighty-five Percent (85%) of the total funds expended.



5. If such default occurs during the fifth year after such major rehabilitation, the County shall recapture Eighty Percent (80%) of the total funds expended
6. If such default occurs during the sixth year after such major rehabilitation, the County shall recapture Seventy-five Percent (75%) of the total funds expended
7. If such default occurs during the seventh year after such major rehabilitation, the County shall recapture Seventy - Percent (70%) of the total funds expended.
8. If such default occurs during the eighth year after such major rehabilitation, the County shall recapture Sixty-five Percent (65%) of the total funds expended.
9. If such default occurs during the ninth year after such major rehabilitation, the County shall recapture Sixty Percent (60%) of the total funds expended.
10. If such default occurs during the tenth year after such major rehabilitation, the County shall recapture Fifty-five Percent (55%) of the total funds expended.
11. If such default occurs during the eleventh year after such major rehabilitation, the County shall recapture Fifty Percent (50%) of the total funds expended.
12. If such default occurs during the twelfth year after such major rehabilitation, the County shall recapture Forty-five Percent (45%) of the total funds expended.
13. If such default occurs during the thirteenth year after such major rehabilitation, the County shall recapture Forty Percent (40%) of the total funds expended.
14. If such default occurs during the fourteenth year after such major rehabilitation, the County shall recapture Thirty-five Percent (35%) of the total funds expended.
15. If such default occurs during the fifteenth year after such major rehabilitation, the County shall recapture Thirty Percent (30%) of the total funds expended.
16. If such default occurs during the sixteenth year after such major rehabilitation, the County shall recapture Twenty-five Percent (25%) of the total funds expended.
17. If such default occurs during the seventeenth year after such major rehabilitation, the County shall recapture Twenty Percent (20%) of the total funds expended.
18. If such default occurs during the eighteenth year after such major rehabilitation, the County shall recapture Fifteen Percent (15%) of the total funds expended.
19. If such default occurs during the nineteenth year after such major rehabilitation, the County shall recapture Ten Percent (10%) of the total funds expended.
20. If such default occurs during the twentieth year after such major rehabilitation, the County shall recapture Five Percent (5%) of the total funds expended.

The mortgage on this property will be satisfied on the anniversary date of this agreement with no payments due.

6. This agreement shall be recorded in the Public Records of Leon County, Florida, and shall constitute a covenant running with the land and be a lien on the real property described herein, such a lien to continue for twenty years from the date of this agreement. However, as long as the Owner complies with the terms outlined in Paragraphs 5 and 6 herein, twenty years from the date hereof, the obligation to repay will become null and void and Leon County shall file in the Public Records of Leon County, Florida, a document evidencing the satisfaction of such a lien.

7. In the event that, subsequent to the recording of this agreement but prior to the performance of reconstruction, the Owner wishes to cancel the construction contract or Leon County discovers that the Owner does not meet program requirements to receive this loan, the Owner and Leon County shall record a document canceling the lien created hereby.

8. The amount of this lien based on the work approved by the Owner(s) and performed under the agreement shall be **(\$73,622.00 SHIP).**

9. Failure of Leon County to exercise any provision of this agreement shall not constitute a waiver of the provisions of this lien agreement.



10. Subject to budget. The performance of Leon 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.

11. Choice of laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

Mortgages and Notes in this program are exempt from intangible tax. (SS. 199.183. Ch 420.513. F.S.)

IN WITNESS WHEREOF, we have set our hand on the day and year above first written.

HOMEOWNER(S)

Signature of Owner:

Benjamin Williams Jr.

Name (Print):

Benjamin Williams Jr.

Address:

997 Oakridge Road

City

Tallahassee, FL 32305

Signature of Co -Owner:

Derry Williams

Name (Print)

Derry Williams

Address:

997 Oakridge Road

City

Tallahassee, FL 32305

WITNESS

Signature

Latheria Charleston

Name:

Latheria Charleston

Address:

918 Railroad Avenue

City:

Tallahassee, FL 32310

WITNESS

Signature

Hugh Kelly

Name:

Hugh Kelly

Address:

918 Railroad Avenue

City:

Tallahassee, FL 32310

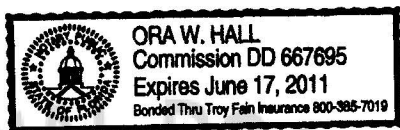
STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 17th day of July, 2007 by Benjamin Williams Jr. who has produced Driver's License #W452-066-61-210-0 and Derry Williams who has produced Driver's License #W452-176-61-790-0 or who is personally known by me and who did not take an oath.

Name:

Ora W. Hall

Signature of Notary Public State of Florida



Print, type or stamp commissioned name of Notary Public

My Commission Expires

DIRECTOR, DEPARTMENT
OF HOUSING SERVICES

Candice Wilson
Candice Wilson

7/12/07
Date

DIVISION DIRECTOR, HEALTH
AND HUMAN SERVICES

LEON COUNTY, FLORIDA

Don Lanham
Don Lanham

7/17/07
Date

COUNTY ADMINISTRATOR
LEON COUNTY, FLORIDA

PA
Parwez Alam

7/25/07
Date



OR BK 3146 PG 339

Exhibit A

Commence at old concrete monument marking the Northwest corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 12, Township 2 South, Range 1, West, Leon County, Florida and run thence East along the North Boundary of the Southwest Quarter of the Southwest Quarter of Northwest Quarter of said section 12 a distance of 330.35 feet to an iron pipe, thence South parallel to the West Boundary of said Section 12 a distance of 638.47 feet to an iron pipe on the South boundary of the Northwest Quarter of said Section 12 for the Point of Beginning. From said Point of Beginning run West along the South Boundary of the Northwest Quarter of said Section 12 a distance of 108.79 feet to an iron pipe, thence South parallel to the West boundary of said Section 12 a distance of 246.60 feet to the North right of way boundary of Oak Ridge Road, State Road No. 260, thence East along said North right of way boundary 108.79 feet, thence North parallel to the West boundary of said Section 12 a distance of 236.09 feet to the Point of Beginning.

Page 1 of 1

RECORDING NOTICE

Document legibility unsatisfactory
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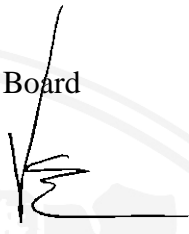
Leon County
Board of County Commissioners
Notes for Agenda Item #32

Leon County Board of County Commissioners

Cover Sheet for Agenda #32

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Consider the Appointment of **one** Commissioner to each of the following:
- Apalachee Regional Planning Council for a two-year term ending December 31, 2018.
 - Canopy Road Citizens Advisory Committee for a two-year term ending December 31, 2018.
 - Council on Culture & Arts for the remainder of the unexpired term ending December 31, 2018.
 - Educational Facilities Authority for the remainder of the unexpired term ending December 31, 2017.
 - Value Adjustment Board for the remainder of the unexpired term ending February 28, 2018.
- Option #2: Consider the appointment of **four** Commissioners to the Community Redevelopment Agency for two-year terms ending December 31, 2018.

Report and Discussion

Background:

Policy No. 11-2, “Membership on Boards, Committees, Councils, and Authorities”, was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities (collectively, Committees), and the terms of those appointments (Attachment #1). The Policy, revised January 26, 2016, represents those Committees that require County Commission membership be appointed by the full Board.

Analysis:

For calendar year 2017, the policy provides that the full Board make Commissioner appointments to: the Apalachee Regional Planning Council, the Canopy Road Citizens Committee and the Community Redevelopment Agency. In addition, Commissioner Lindley has indicated she no longer wishes to serve on the Educational Facilities Authority and the Council on Culture & Arts, hence, the full Board may make Commissioner appointments to fill the remainder of these two unexpired terms. Lastly, with the retirement of Commissioner Sauls, the Board has a Commissioner vacancy on the Value Adjustment Board to be filled.

- Apalachee Regional Planning Council (ARPC) – Pursuant to Florida Administrative Code, Leon County has three representatives on the ARPC: one county-elected official (County Commissioner), appointed by the full Board; one municipal-elected official (City Commissioner), selected by the City Commission and appointed by the County Commission; and, the Governor appoints the third representative.

Currently, Commissioner Sauls served as the County-elected official.

Full Board to make one Commissioner appointment for a two-year term ending December 31, 2018.

- Canopy Roads Citizen Advisory Committee – The Committee is focusing on updating the Canopy Roads Management plan, including an on-going replanting schedule. Additionally, the Committee reviews certain develop activity along the Canopy Roads to minimize impacts to the Canopy. The Commissioner serves as a liaison to the committee for a two-year term.

Currently, Commissioner Lindley currently serves as the Board's representative.

Full Board to make one Commissioner appointment to the Canopy Roads Citizen Advisory Committee for a two-year term.

- Council on Culture & Arts (COCA) – On behalf of the County and City, COCA administers the Cultural Grants program and is the lead agency in implementing the Cultural Plan.

Currently, Commissioner Lindley serves on COCA. There is a vacancy due to Commissioner Lindley's desire to no longer serve on this committee.

Full Board to make one Commissioner appointment to the Council on Culture & Arts for the remainder of the unexpired four year term ending December 31, 2018.

- Educational Facilities Authority (EFA) - The purpose of the EFA is to assist institutions for higher education in the construction, financing, and refinancing of projects. The Commissioner serves as a liaison on the Authority for a two-year term.

Currently, Commissioner Lindley serves on the EFA. There is a vacancy due to Commissioner Lindley's desire to no longer serve on this committee.

Full Board to make one Commissioner appointment to the Educational Facilities Authority for the remainder of the unexpired two term ending December 31, 2017.

- Value Adjustment Board (VAB) – The VAB settles disputes between taxpayers and the Property Appraiser. If the property owner feels the property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB. The VAB consists of five members: two County Commissioners, one School Board member, one citizen appointed by the Board of County Commissioners, and one citizen appointed by the School Board. Members serve two-year terms

Currently, Commissioners Maddox and Sauls serve on the VAB. There is one vacancy due to Commissioner Sauls' retirement.

Full Board to make one Commissioner appointment, for the remainder of the unexpired two year term ending February 28, 2018.

- Community Redevelopment Agency (CRA) - The CRA Board consists of nine members: the Mayor, four members of the City Commission, and four members of the County Commission. County Commissioners serve two-year terms.

Currently, Commissioners Dozier, Lindley, Maddox, and Proctor serve on the CRA.

Full Board to make four Commissioner appointments to the Community Redevelopment Agency for two-year terms ending December 31, 2018.

Options:

1. Consider the appointment of **one** Commissioner to each of the following:
 - a. Apalachee Regional Planning Council for a two-year term ending December 31, 2018.
 - b. Canopy Road Citizens Advisory Committee for a two-year term ending December 31, 2018.
 - c. Council on Culture & Arts for the remainder of the unexpired term ending December 31, 2018.
 - d. Educational Facilities Authority for the remainder of the unexpired term ending December 31, 2017.
 - e. Value Adjustment Board for the remainder of the unexpired term ending February 28, 2018.
2. Consider the appointment of **four** Commissioners to the Community Redevelopment Agency for two-year terms ending December 31, 2018.
3. Board direction

Recommendation:

Options: #1 a-e & #2

Attachment:

1. Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities," revised January 26, 2016

Board of County Commissioners Leon County, Florida

Policy No. 11-2

Title: Membership on Boards, Committees, Councils, and Authorities

Date Adopted: January 26, 2016

Effective Date: January 26, 2016

Reference: See Footnotes for references

Policy Superseded: Policy No. 93-13, Membership by the Board of County Commissioners on Boards, Committees, Councils and Authorities, adopted January 12, 1993; Policy No. 98-6, Membership by the Board of County Commissioners on Boards, Committees, Councils, Authorities, and Liaison, adopted October 13, 1998; revised February 26, 2008; revised July 13, 2010; revised November 16, 2010; revised December 14, 2010; Policy No. 11-2, Membership on Boards, Committees, Councils, and Authorities, adopted April 12, 2011; revised August 23, 2011; revised April 23, 2013; revised April 8, 2014

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-2, revised by the Board of County Commissioners on April 8, 2014, is hereby repealed and superseded, and a revised policy is hereby adopted in its place, to wit:

1. The following table represents the Boards, Committees, Councils, and Authorities, which require County Commission membership and appointments of some, but not all, Commissioners who shall serve on the basis of their position. In addition, the table establishes the appointing authority, the eligibility for appointment, and term of appointment for such membership. The table also reflects the appointing authority, the eligibility for appointment, and term of appointment for the other members of such Boards, Committees, Councils, and Authorities.
2. Full Board (Appointing Authority) appointments shall be made at the first regularly scheduled meeting of the Board of County Commissioners during the month of December or as soon thereafter as possible.
3. The administration and maintenance of the list of Chairman and Full Board appointments is assigned to the Agenda Coordinator.
4. Each Commissioner appointee shall endeavor to keep the Board of County Commissioners advised of those significant actions taken within their area of appointment.

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

1.06

Name	Type	Eligibility	Term	Appointing Authority
Apalachee Regional Planning Council¹	Member	One Commissioner	Two Years	Full Board
	Member	One City Commissioner	One Year	Full Board
Big Bend Continuum of Care Board²	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizen Advisory Committee³	Liaison (not a member)	One Commissioner	Two Years	Full Board
	Members	Four Citizens*	Three Years	Full Board
Canvassing Board⁴	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member (Substitute)	One Commissioner	Two Years	Full Board
	Member (Alternate Substitute)	One Commissioner	Two Years	Full Board
Challenger Learning Center Board⁵	Member	One Commissioner	Two Years	Chairman
Community Redevelopment Agency (CRA)⁶	Members	Four Commissioners	Two Years	Full Board
Council on Culture & Arts⁷	Member (Ex Officio voting)	One Commissioner	Four Years	Full Board
	Members	Eight Citizens*	Four Years	Full Board
	Members	Seven Citizens*	Four Years	Mayor
	Member (Ex Officio voting)	One City Commissioner	Four Years	Mayor
Criminal Justice Coordinating Council⁸	Member	One Commissioner	Two Years	Chairman
Downtown Improvement Authority (DIA)⁹ and Downtown Merchants & Business Association¹⁰	Member (Ex Officio voting)	One Commissioner Serves on both the DIA and DMBA	Two Years	Chairman

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
Economic Development Council (EDC)¹¹	Members	Two Commissioners	Two Years	Full Board
	Member	County Administrator or Employee designee	N/A	County Administrator
Educational Facilities Authority¹²	Liaison (<i>not a member</i>)	One Commissioner	Two Years	Full Board
	Members	Seven Citizens	Five Years	Full Board
Geo-based Information Systems¹³	Member	One Commissioner	Two Years	Chairman
ICLEI – Local Governments for Sustainability¹⁴	Elected Official Liaison	One Commissioner	Concurrent w/ term of office	Full Board
	Staff Liaison	County Administrator or Employee	N/A	County Administrator
Joint City/County/School Board Coordinating Committee¹⁵	Member	One Commissioner	Four Years	Full Board
	Member	One Citizen*	Four Years	Full Board
Joint Planning Board (CHSP)¹⁶	Member	One Commissioner	Two Years	Chairman
	Member	One Citizen*	Two Years	Full Board
Juvenile Justice Circuit Advisory Board¹⁷	Member	One Commissioner	Two Years	Full Board
Palmer Munroe Youth Center Community Executive Committee¹⁸	Member	One Commissioner	Three Years	Full Board
	Member	One Citizen*	Three Years	Full Board
Public Safety Coordinating Council¹⁹	Member	One Commissioner	Two Years	Chairman
	Member	County Probation Director	Four Years	County Administrator
	Members, at Chairman's Discretion	Representatives from county and state jobs programs and other community groups who work with offenders and victims	Four Years	Chairman
Research and Development Authority²⁰	Member	One Commissioner	Four Years	Full Board (By Resolution)
	Members	Four Citizens*	Four Years	Full Board (By Resolution)

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

1.06

Name	Type	Eligibility	Term	Appointing Authority
Tallahassee Sports Council²¹	Member	One Commissioner	Three Years	Chairman
	Members	Six Citizens	Three Years	Full Board
	Members	Twelve Members, specified by position	Three Years	Full Board
Tourist Development Council²²	Member (Serves as TDC Vice Chair)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
	Members	Six Citizens* (consistent with Leon County Code)	Four Years	Full Board
	Members	Two City Commissioners	Four Years	Full Board
Transportation Disadvantaged Coordinating Board²³	Member (Serves as TDCB Chair)	One Commissioner	Two Years	Chairman
Value Adjustment Board²⁴	Members (one selected as VAB Chair)	Two Commissioners	Two Years	Full Board
	Member	One Citizen*	Two Years	Full Board
Workforce Region 5 Consortium²⁵	Member	One Commissioner	Two Years	Full Board

Policy No. 11-2
Membership on Boards, Committees, Councils, and Authorities

Foot Notes:

- * *Leon County Citizen shall be a qualified elector residing in Leon County and shall complete a Committee Application prior to Board consideration for appointment.*
- 1. *Apalachee Regional Council: Section 186.504 F.S.; FL Admin Code 29-L*
- 2. *Big Bend Continuum of Care Board: Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act; CoC Governance Charter*
- 3. *Canopy Road Committee Bylaws*
- 4. *Section 102.141 F.S.; Canvassing Board members must not be a candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed (Disqualified to Serve) Substitute Member serves if Chairman is unable or Disqualified to Serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or Disqualified to Serve.*
- 5. *Challenger Learning Center Board Bylaws*
- 6. *Community Redevelopment Agency: City Code of Law, Chapter 6, Art. II, Div 2; Terms shall be consistent with City of Tallahassee Ordinance No. 07-O-35AA, which currently stipulates terms are concurrent with term of office; however, the County has requested a revision to provide for bi-annual appointments*
- 7. *Sec. 265.32, F.S.; Res. R85-46, 10/29/1985; Interlocal Agreement, 10/18/1985; COCA Bylaws; During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.*
- 8. *Criminal Justice Coordinating Council: Admin Order 2002-10*
- 9. *Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1)*
- 10. *Downtown Merchants Association Bylaws*
- 11. *Economic Development Council Bylaws*
- 12. *Sec. 243.21(4) F.S.; Resolutions R90-42, Resolution R07-65; Term for Educational Facilities Authority (members is five years; one of such members shall be a trustee, director, officer, or employee of an institution for higher education. (Sec. 243.21, F.S., and Resolution Resolutions R90-42; members required to file financial disclosures (R07-65)*
- 13. *Geo-based Information Systems: Interlocal Agreement, May 1990*
- 14. *ICLEI – Leon County is a member of ICLEI and entitled to a representative*
- 15. *Joint City/County/School Board Coordinating Committee: Interlocal Agreement, September 2006*
- 16. *Joint Planning Board: Leon County Board Policy No. 01-04; October 23, 2013, Agenda Item #7, Revised JPB Bylaws*
- 17. *Juvenile Justice Circuit Advisory Board - HB 617 (2013); F.S.*
- 18. *Palmer Munroe Youth Center Community Executive Committee – Memorandum of Understanding (MOU) Between City of Tallahassee and Leon County; Palmer Munroe Youth Center Bylaws*
- 19. *Public Safety Coordinating Council: Sec. 951.25 F.S.; PSCC membership shall be consistent with Sec. 951.26, F.S. and include "...representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms."*
- 20. *Research and Development Authority: Sec. 159.703 F.S.; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution Nos. R10-100, R11-07; members required to file financial disclosures (R07-65)*
- 21. *Tallahassee Sports Council; Enabling Resolution No. R12-05– February 28, 2012*

Policy No. 11-2

1.06

Membership on Boards, Committees, Councils, and Authorities

22. *Sec. 125.0104(4)(e) F.S.; Ordinance No. 2011-10; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Appointments to Tourist Development Council (TDC) shall be consistent with Ordinance No. 2011-10, Leon County Code, Chapter 11, III; and Sec. 125.0104(4)(e), F.S. Selection Criteria for TDC members: One member of the Council shall be the current Chairman of the Board of County Commissioners of Leon County, or any other member of the Board as designated by the Chairman, who shall serve as Vice Chairman of the Tourist Development Council. Two members of the Council shall be Elected Municipal Officials. Three (3) members of the Council shall be owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax. Three (3) members of the Council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of motels, hotels, or other tourist accommodations in the County and subject to the tax.*
23. *Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) FL Administrative. Code*
24. *Sec. 194.015 F.S.; FAC Code 12D-9.004; Selection Criteria for Value Adjustment Board (VAB Citizen Appointment: (1) Person above the age of 18; (2) Owns homestead property within Leon County (3) Is not a member or employee of any taxing authority (4) Does not represent property owners in any administrative or judicial review of property taxes; and (5) Is not engaged in litigation against any County in the State of Florida. The Citizen will be appointed for a one-year Value Adjustment Board Cycle, and appointments will be made as soon as possible after the prior cycle has been completed.*
25. *Sec. 445.007, F. S.; 2013 Interlocal Agreement between Workforce plus, Leon County, Gadsden County, and Wakulla County*

Revised 1/26/2016

**Leon County
Board of County Commissioners**

Notes for Agenda Item #33

Leon County Board of County Commissioners

Cover Sheet for Agenda #33

December 13, 2016

To: Honorable Chairman and Members of the Board

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

Title: First and Only Public Hearing to Consider the Adoption of an Ordinance Amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, Regarding Animal Control

County Administrator Review and Approval:	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Director, Office of Public Safety
Lead Staff/ Project Team:	Cara Aldridge, Director of Animal Control LaShawn Riggins, Assistant County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and adopt the proposed Ordinance amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, Regarding Animal Control (Attachment #1).

Report and Discussion

Background:

This public hearing has been scheduled to consider amendments to Chapter 4, Article II of the Code of Laws of Leon County, Florida, Regarding Animal Control (Attachment #1). At the May 10, 2016 meeting, staff provided the Board with a status report on the County's efforts related to the enforcement of animal cruelty and inhumane care violations. During that meeting, the Board directed staff to bring back the necessary ordinance modifications to strengthen the enforcement and collection of civil penalties. Subsequent to that direction, two other issues were identified that necessitate ordinance modifications. First, amendments were made to Sections 768 and 767.14, Florida Statutes during the 2016 legislative session. Secondly, Standard Operating Procedures (SOPs) developed in support of the Animal Services Center Agreement with the City of Tallahassee now require provisions to establish fees, hold times and required documentation.

Changes outlined in the proposed Ordinance effectuate the direction provided by the Board during the May 10, 2016 meeting; incorporates modifications to reflect the legislative amendments to Sections 768 and 767.14, Florida Statutes; and modifies language to align with the SOPs associated with the Tallahassee-Leon County Animal Service Center Agreement.

Analysis:

To effectuate the changes approved by the Board, Animal Control staff researched existing ordinances and best practices utilized in like-sized counties. In addition, staff also held a series of meetings with representatives from the State Attorney's Office, Clerk of Court and Comptroller, Leon County Sheriff's Office, and City of Tallahassee Animal Service Center, which resulted in the following recommended changes to the Ordinance:

- Establishes formal parameters by which the County may seek an Order To Show Cause *capias* through the Court for all violators with unpaid civil fines of more than \$250.
- Authorizes the use of a collection agency for all unpaid civil citation violations of the Animal Control Ordinance.
- Authorizes an alternative to the monetary civil penalties through community service hours for violators with outstanding balances.
- Clarifies enforcement penalties and citation procedures.

Sections 768 and 767.14, Florida Statutes

Changes to Section 768, Florida Statutes made during the 2016 legislative session, now provides definitions and immunity from civil liability for damages to a motor vehicle related to the rescue of a person or animal under certain circumstances. Section 767.14, Florida Statutes, was amended to allow for consideration of additional factors in legal proceedings regarding dogs that have caused severe injuries. Division 4 of the proposed Ordinance, entitled "Dangerous and Aggressive Animals" has been amended to reflect these changes in Florida Statutes.

Tallahassee-Leon County Animal Service Center Agreement

The County first entered into an Agreement with the City of Tallahassee for animal sheltering services in 2003. The current Agreement (Attachment #2) was approved by the Board at its February 25, 2014 meeting and provides for the allocation of operating and capital costs and improvements on how the Animal Service Center is managed and governed through the implementation of Standard Operating Procedures (SOPs). The SOPs must include provisions to establish fees, hold times and required documentation. Section 4-65 of the ordinance was modified to bring the Ordinance into alignment with the SOPs.

The County has an Animal Control Policies and Procedures Manual (Policy 05-8) that operationalizes the Animal Control Ordinance. Section 4-32, of the Ordinance entitled “Enforcement Procedures” states that animal control procedures and guidelines shall take into consideration recommendations by interested parties such as licensed veterinarians, persons knowledgeable of animal behavior, law enforcement officers and interested citizens. A group comprised of these representatives was established in 2013. Animal Control will hold meetings to get solicit recommendations from the public for modifications to Board Policy No. 05-8, Leon County Animal Control Policies and Procedures Manual.

After the process for public input has been completed, recommended changes to the Animal Control Policies and Procedures will be brought back for Board consideration and approval at a future meeting.

Notice of this public hearing was published as required by law and is included as Attachment #3.

Options:

1. Conduct the first and only Public Hearing and adopt the proposed Ordinance amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, Regarding Animal Control.
2. Do not adopt the proposed Ordinance amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, Regarding Animal Control.
3. Board Direction.

Recommendation:

Option # 1.

Attachments:

1. Proposed Ordinance amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, Regarding Animal Control
2. Tallahassee-Leon Animal Service Center Agreement
3. Notice of Public Hearing

ORDINANCE NO. 16-_____

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

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

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

ARTICLE II. ANIMAL CONTROL

DIVISION 1. GENERALLY

Sec. 4-26. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Any structure with at least three walls, a roof, and a floor in adequate condition as not to endanger the safety of the animal and as to provide necessary protection of the animal from weather conditions. Examples of inadequate shelter include, but are not limited to, lean-tos, cardboard boxes, plastic airline carriers unless sides are modified to keep wind and rain out, abandoned vehicles or material that does not provide sufficient protection from the elements.
- (2) The structure must be made of durable materials including, but not limited to, wood or molded plastic.
- (3) The structure shall have a waterproof roof, be structurally sound with waterproof and wind resistant sides, with space for the animal to stand up, sit down, turn around and lie down in a normal posture.
- (4) The structure must be properly located so that it does not allow for standing water to pool inside following any weather event or other water intrusion.
- (5) The structure and surrounding area needs to be free of trash or waste so as not to threaten the physical wellbeing of the animal.
- (6) The shelter must have clean bedding to provide insulation and protection against cold and dampness and promote the retention of body heat. Acceptable bedding shall include, but not be limited to, blankets, hay, straw, or cedar shavings.

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

- (1) Any animal which chases vehicles or ~~molests passersby~~ persons; or
- (2) Any animal, which runs at large upon public or private property without permission from the property owner; or
- (3) Any animal which soils, defiles, or defecates on public or private property, other than the property of the owner, unless the owner immediately removes and properly disposes of it; or
- (4) Any animal which causes unsanitary or dangerous conditions to exist resulting in noxious odors, the attraction of rodents, insects, vermin, animal pests and parasites (i.e., ticks, fleas, worms, etc.); or
- (5) Any feral animal; or
- (6) Any animal which ~~continuously~~ meows, barks, howls, whines or makes other sounds common to the species, persistently or continuously for a period of 30 minutes or longer when the animal is not contained within an enclosure sufficient to baffle loud noises and render them reasonably unobjectionable. This subsection shall not apply to animals maintained on land zoned for agricultural purposes, nor shall it apply to a properly permitted animal shelter established for the care and/or placement of unwanted or stray animals, nor a properly zoned commercial boarding kennel or other animal facility, or otherwise disturbs the peace; or

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

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

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

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

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

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

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

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

Sec. 4-27. - Statutory authority.

This article is an exercise of authority under state law.

Sec. 4-28. - Area of enforcement.

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

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

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

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

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

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

(j) In addition to any penalties and/or court costs imposed by this article or the court, there shall be imposed and collected by the clerk of the court a \$5.00 surcharge upon each civil penalty imposed for all citations issued for violations of this article. All funds collected as a direct result of this surcharge shall be placed in a fund by the county to be utilized for funding training of Leon County Animal Control Officers as required by F.S. § 828.27(4)(b).

(k) Any person who fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as required by subsection (g), the court may issue an order to show cause upon the request of the governing body of the county. This order shall require such persons to appear before the court to explain why action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person may be held in contempt of court.

(l) All violations shall be ~~recorded~~ accrued by owner, not by the individual animal.

(m) Community Service hours may be substituted for fines and fees at the request of the violator or the County at the discretion of the court.

(1) No individual may participate in community service activities unless such individual has executed a waiver and release in favor of the County, on a form approved by the Leon County Attorney's Office, from any liability which may accrue or arise during such community service work.

(2) Once an individual has completed the necessary hours equal to the fine entered on the final judgment, the final judgment shall be satisfied.

(3) Such service must be completed within a prescribed time or the maximum fine and/or all fees shall be entered as a final judgment.

(n) Unpaid citations may be referred to a private collection agency prior to the County seeking a civil judgment against the violator.

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

Sec. 4-30. - Rules and regulations.

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

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

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

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

Sec. 4-32. - Enforcement procedures.

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

Sec. 4-33. - Right of entry.

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

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

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

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

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

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

Sec. 4-34. - Obstructing enforcement.

No person shall:

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

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

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

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

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

Sec. 4-35. - Running at large.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Government police dogs.

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

Sec. 4-36. - Public nuisance prohibited.

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

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

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

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

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

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

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

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

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

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

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

(1) Address or location of the alleged violation.

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

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

(4) Description of the animal, if known.

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

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

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

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

Sec. 4-37. - Humane care required.

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

~~(8)~~(7) The animal tethered must not be sick or injured.

(f) Any person who commits any of the following acts shall be in violation of this section:

(1) Baiting, breeding, training, transporting, selling, owning, possessing, or using any wild or domestic animal for the purpose of animal fighting or baiting;

(2) Betting or wagering any money or other valuable consideration on the fighting or baiting of animals;

(3) Attending the fighting or baiting of animals;

(4) Owning, possessing, or selling equipment for the purpose of animal fighting or baiting;

(5) Providing or allowing property for use in the housing, training, transport, fighting or baiting of animals.

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

(a) No operator of a motor vehicle shall transport or keep an animal in or on any motor vehicle unless the animal is safely enclosed within the cab of the vehicle or protected by a container, cage, cross tethering, or other device that will prevent the animal from falling from, being thrown from, or jumping from the motor vehicle.

(b) No person shall transport, place or confine an animal or allow it to be placed or confined in the enclosed trunk of a vehicle.

(c) It shall be unlawful for a motor vehicle owner or operator to place or confine an animal or allow it to be placed or confined or to remain in an un-attended motor vehicle without sufficient ventilation or under conditions for such a period of time as may reasonably be expected to endanger the health or well-being of such animal due to heat, lack of water, or such other circumstances as may reasonably be expected to cause suffering, disability or death of the animal.

(d) Officers finding an animal under the conditions referenced above may rescue such animal from the vehicle following the policy established by animal control.

(e) Any officer who acts in substantial compliance with the requirements of this section shall make the officer and/or the county immune from any criminal or civil liability.

(f) A person who enters a motor vehicle, by force or otherwise, for the purpose of rescuing and removing a domestic animal is immune from civil liability for damage to the motor vehicle as outlined in F.S. §768.139, as may be amended from time to time.

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

It is unlawful for any person to promote, conduct or permit exploitive animal contests, performances, or exhibitions, in which animals are encouraged, forced, or trained to perform unnaturally, including, but not limited to, greased pig contests, equine basketball, diving equine acts, or roadside zoos or menageries.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4-42. - Fees.

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

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

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

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

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

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

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

31 plus dogs and/or cats	Prohibited without valid permit	Prohibited without valid permit	Prohibited without valid permit	*
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1
2 * For each additional 1.5 acres over five acres, up to ten dogs and/or cats shall be allowed
3 without a permit.

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

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

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

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

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

15 (a) *Requirements.*

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

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

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

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

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

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

(b) *Inspection procedures.*

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

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

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

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

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

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

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

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

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

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

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

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

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

- e. An animal under the care and responsibility of a permit holder has been found to be in need of immediate veterinary care that, if not treated, would result in unnecessary suffering, pain or death; or
 - f. The permit holder and/or their employees/agents, is convicted of ~~his or her~~ third a violation of any part of section 4-45(d).
- ~~(7) No inspection required. Applicants who provide proof of having a current permit, and who have not obtained additional dogs and/or cats since their last inspection, and have had no enforcement actions for violating this chapter during the preceding 12 months, and all dogs and/or cats are current on rabies vaccination with proof provided to the animal control division, may be issued a permit by mail without inspection. The animal control division may require an inspection during reasonable hours at their discretion regardless of the applicant's history.~~
- (c) *Application review.* Within ten days of an inspection or receipt of an application pursuant to subsection (b)(7), above, the division shall issue a written notice of approval or denial.
 - (d) *Violations.*
 - (1) A person commits an offense if the person harbors a greater number of dogs and/or cats than allowed in section 4-44 without obtaining a permit. If a citation is issued, the person will then have 14 days from the issue date to comply with this section. Failure to comply within the stated time will result in a subsequent violation.
 - (2) A person commits an offense if the person is the holder of a permit and harbors more dogs and/or cats than authorized in the permit. If a citation is issued, the person will then have 14 days from the issue date to comply with this section. Failure to comply within the stated time will result in a subsequent violation.
 - (3) A person commits an offense if the person is a holder of a permit and the person refuses, upon request by a county animal control officer during reasonable hours, to make his dogs and/or cats, premises, facilities, equipment, and any necessary registrations or permits available for inspection.
 - (4) A person commits an offense if the person is a holder of a permit and the person refuses to show the permit upon request by a county animal control officer or law enforcement.
 - (5) A person commits an offense after an inspection has revealed noncompliance with this chapter.
 - (e) *Appeal process.*
 - (1) Any permit holder or applicant who has been denied a permit or whose permit has been revoked may appeal this action to the division of animal control. A written petition for appeal must be filed with the division within ten days of the notice of adverse action. Otherwise, the denial or revocation of the permit shall become final.
 - (2) The appeal must be heard by the review committee within 30 calendar days after the permit holder or applicant has submitted a petition for appeal. The appeal may

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Exceptions.*

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

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

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

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

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

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

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

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

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

~~(1) Dogs/puppies.~~

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

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

~~(2) Cats/kittens.~~

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

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

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

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

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

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

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

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

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

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

Secs. 4-48—4-60. - Reserved.

DIVISION 2. - IMPOUNDMENT, REDEMPTION, ETC.

Sec. 4-61. - Authority of county.

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

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

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

Sec. 4-63. - Redemption.

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

Sec. 4-64. - Disposal of animals.

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

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

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

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

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

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

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

Sec. 4-65. - Fees.

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

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

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

Sec. 4-66. - Microchip implant.

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

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

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

Secs. 4-68—4-75. - Reserved.

DIVISION 3. - RABIES CONTROL

Sec. 4-76. - Rabies vaccination required.

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

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

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

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

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

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

22 (3) The animal is securely confined.

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

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

32 Sec. 4-77. - Animal bites.

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

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

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

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

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

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

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

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

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

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

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

37 Secs. 4-79—4-90. - Reserved.

38 DIVISION 4. - DANGEROUS AND AGGRESSIVE ANIMALS

39 Sec. 4-91. - Disposition generally.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) If ~~the owner timely requests a hearing, requested,~~ the ~~final determination~~ hearing shall be held as soon as possible, but not ~~more~~ later than 21 calendar days and not sooner than five (5) days after receipt of the request from the owner.
- (2) If the animal classification committee finds sufficient cause to classify the animal dangerous or aggressive the classification committee shall determine the classification and disposition of the animal based upon the guidelines adopted by the board.
- (3) In hearings before the ~~animal classification committee~~ Leon County Animal Classification Committee, formal rules of evidence shall not apply, but fundamental due process shall be observed and govern the proceedings. The classification committee shall decide the issues based upon the preponderance of the evidence, and its decision shall be final.
- (4) Where a disposition of permanent confinement has been determined by the ~~animal classification committee~~ Leon County Animal Classification Committee, the committee shall reserve jurisdiction to alter the disposition should the classified animal, subsequent to the determination by the committee, bite, wound, attack or kill or assist in biting, wounding, attacking, or killing a person or domestic animal. Thereafter, the director of animal control shall notify the animal's owner and the petitioner in writing by registered mail or certified hand delivery of the findings of the investigation, the proposed disposition of the animal and the review process.
- (5) If the ~~animal classification committee~~ Leon County Animal Classification Committee finds that animal is not dangerous or aggressive as defined in this chapter, the animal shall be released to the custody of the owner or keeper. In such case, the county shall reimburse the owner or keeper for costs of impoundment or of otherwise harboring the animal. The amount reimbursed shall be limited to the lesser of the cost of boarding at the ~~county's animal control facility~~ Tallahassee-Leon Community Animal Service Center ("ASC") or the actual cost incurred at a private facility or at the owner's residence, and shall be calculated from the date that the initial determination was rendered by the animal control director until the date that the classification committee decision is rendered.
- (6) If a dog that has not been declared dangerous attacks and causes the death of a human, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for 10 business days after the owner is given written notification under this section, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing. If the owner files a written appeal under this section or Sec. 4-94, the dog must be held and may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

- (h) Request for continuance. If the owner, or petitioner cannot appear at any hearing scheduled by the animal classification committee, he or she shall contact the division of animal control no later than 48 hours prior to the hearing, requesting a continuance to the next available date.
- (i) Waiver. If the owner, keeper or petitioner fails to appear at the rescheduled classification hearing, the owner, keeper or petitioner of such animal shall be deemed to have waived his or her right to appear at such hearing. In such case, the ~~division of animal control~~ Division of Animal Control shall proceed with the hearing and shall notify the owner, keeper or petitioner in writing of the findings of the committee.

Sec. 4-94. - Owner's right to ~~contest~~ appeal final determination, ~~in the county court.~~

- (a) Upon a dangerous dog classification and penalty becoming final after a hearing, the animal control director shall provide a written final order to the owner by registered mail, certified hand delivery or service. If the owner or keeper of an animal classified as dangerous or aggressive disputes the final disposition order of the animal classification committee, he or she may file a complaint seeking relief in the county court, within ten business days following the date of receipt of the animal classification committee's final disposition.
- (b) The owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order.
- (c) If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area according to Sec. 4-100 of this Chapter pending resolution of the appeal.
- ~~(b)(d)~~ (d) The complaint shall be served upon the Chairman of the Leon County Board of County Commissioners in accordance with F.S. ch. 48. A copy of the complaint seeking relief shall be served upon the county attorney's office.
- ~~(e)~~ ~~The complaint shall comply with the standards and requirements set forth in the Florida Rules of Civil Procedures for bringing causes of actions.~~
- ~~(d)~~ ~~Burden of persuasion. A complaint to contest the final disposition order of the animal classification committee shall be held by trial de novo in the county court. The party bringing the complaint shall have the initial burden of going forward with the evidence at trial.~~
- (e) If the owner or keeper of the animal is unable to or fails to or refuses to confine the animal in a securely enclosed area, complying with section 4-100, until the conclusion of the judicial proceeding, the animal classified as dangerous or aggressive shall be impounded by the ~~division of animal control~~ Division of Animal Control at the owner's expense pending the disposition of the hearing in accordance with the rules and regulations established by the board.
- (f) If no legal action has been served upon the county in accordance with the Florida Rules of Appellate Procedure ~~within the time period specified above~~, or if the owner or keeper fails to appear at the judicial proceeding scheduled pursuant to the foregoing subpart, the owner or keeper of such animal shall be deemed to have waived his or her right to protest such classification or order to permanently confine or to destroy the animal. In such case,

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

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

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

16
17 Sec. 4-95. - Citation.

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

22 (b) A person who violates any provision of this section commits a noncriminal infraction,
23 punishable by a fine not to exceed \$500.
24

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

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

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

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

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

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

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

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

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

9 Sec. 4-98. - Neutering.

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

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

19 Sec. 4-99. - Permanent identification.

- 20 (a) Any animal classified as dangerous or aggressive shall have a permanent identification by
21 either a tattoo or ~~electronic implant~~ microchip.
22 (b) Tattoo. Any animal classified as dangerous or aggressive that is tattooed, the tattoo shall
23 be administered by a licensed veterinarian or by a trained tattooist at the expense of the
24 owner or keeper of such animal. The tattoo shall be placed on the inside rear thigh with a
25 number corresponding to the number of the permit issued to the owner or keeper at the
26 time of the animal's classification as dangerous or aggressive. The tattoo shall be placed
27 on the animal within 14 days of final classification.
28 (c) Microchip. Any animal classified as dangerous or aggressive shall have a microchip
29 implanted by, or under the supervision of, a licensed veterinarian at the expense of the
30 owner or keeper of such animal. The microchip shall be implanted in the animal within
31 14 days of final classification. Microchips implanted in animals designated as dangerous
32 shall be properly registered with a company or organization recognized by animal control
33 as a legitimate pet data tracking service. Registration shall be at the owner's expense.

34 Sec. 4-100. - Enclosure required.

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

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

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

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

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

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

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

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

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

Sec. 4-101. - Muzzle.

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

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

Sec. 4-102. - Restraint.

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

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

Sec. 4-103. - Signs.

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

Sec. 4-104. - Public records exemption.

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

Sec. 4-105. - Retroactivity.

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

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

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

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

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida this _____ day of _____, 2016.

LEON COUNTY, FLORIDA

By: _____
John Daily, Chairman
Board of County Commissioners

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

1
2 By: _____
3 CLERK
4 APPROVED AS TO FORM:
5 COUNTY ATTORNEY'S OFFICE
6 LEON COUNTY, FLORIDA
7
8

9 By: _____
10 HERBERT W.A. THIELE, ESQ.
11 COUNTY ATTORNEY
12

**TALLAHASSEE-LEON COUNTY ANIMAL
SERVICE CENTER AGREEMENT**

THIS AGREEMENT made and entered into this 30th day of April, 2014, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as "City" and LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County."

WHEREAS, the City owns and operates the Tallahassee-Leon County Animal Service Center, hereinafter referred to as "Center"; and

WHEREAS, the Center provides boarding, medical, and adoption services for lost or abandoned animals and provides impoundment services for dangerous or aggressive animals; and

WHEREAS, the County desires to utilize the services provided by the City at the Center for lost, abandoned, dangerous or aggressive, quarantined, or seized animals picked-up by the County;

WHEREAS, the County recognizes that the Center is a community facility providing for the public health and safety of all citizens in Leon County;

NOW, THEREFORE, in consideration of the following mutual covenants and promises and other valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.0 Term. The term of the Agreement shall commence on October 1, 2013 and shall end on September 30, 2018. After the initial term, this Agreement shall be automatically extended for up to four (4) additional five (5) year term(s) upon the same terms and conditions set forth herein and inclusive of properly executed amendments hereto, unless a written notice of intent not to extend is provided by either party at least 270 days prior to the expiration of a term.

2.0 Scope of Services. City shall provide the following services:

2.1 City shall shelter, handle, care for, and dispose of all animals in accordance with professionally recognized standards of humane treatment and provide staffing for all kennel services, administrative services, volunteer coordination, adoption or owner notification services, and humane education.

2.2 City agrees to receive and impound all small, domesticated animals brought to the Center by the County, except for livestock as defined in Section 4-2, City of Tallahassee Code. The City shall make the Center available for receiving animals impounded by the County on a 24-hour per day, 7-day a week basis. The City shall require that sufficient

personnel be on duty and equipment be on hand for the purpose of receiving animal during normal business hours and shall provide the County access to the Center after normal business hours.

2.3 City shall keep healthy stray and confiscated impounded animals for a time period to be established in the Center's Standard Operating Procedures (SOPs), to be established pursuant to Section 2.8 of this Agreement. During that time, the City will make a reasonable attempt to notify the owners, if known, of the impounded animals. After the holding time expires, or immediately in the case of an owner surrendered animal, the City may release the animal to foster care services, transfer the animal to another organization, place the animal for adoption, or euthanize the animal. The City will provide for the disposal of all euthanized animals. Quarantined animals shall be maintained as required by Sec. 767.13, Florida Statutes, as same may be amended from time to time; animals seized pursuant to Sec. 828, Florida Statutes, shall be impounded pursuant to the terms of that statute, as same may be amended from time to time.

2.4 City shall arrange medical treatment or euthanasia for all impounded animals. Animals that are ill or injured may be euthanized in accordance with Sec. 828.05, Florida Statutes and the Center's SOPs. If a County animal control unit is available, the County will provide reasonable assistance in transporting impounded animals for veterinarian services.

2.5 City will provide quarantine facilities for animals known as or suspected to be rabies carriers and for bite cases. Quarantine shall be provided in accordance with Section 767.13, Florida Statutes and F.A.C. 64- D. If a Florida licensed veterinarian determines that an animal currently in rabies quarantine must be euthanized before the expiration of the required quarantine period, or if said animal dies before the expiration of quarantine period, the remains of the animal will be held for the County to initiate rabies testing. In the case of euthanasia, the veterinarian must document the reason for the euthanasia and the City will provide such documentation to the County. The City will dispose of the animal remains.

2.6 City may place animals released from quarantine and not claimed by their owners up for foster care, adoption, transfer them to another organizations, or euthanize the animal in accordance with Section 2.3 of this Agreement. Animals involved in unprovoked biting, attacking or endangering of people or domestic animals shall not be released for foster care or adoption.

2.7 All fees and revenues received by the Center shall be deposited in discrete revenue accounts and used to determine year-end verification of revenues and expenditures in accordance with Section 4.4 of this Agreement.

2.8 Within 6 months of the execution this Agreement by both parties, the City shall establish written Standard Operating Procedures (SOPs) to govern Center operations. The SOPs will include provisions to establish fees, hold times, and required documentation. The City will provide draft SOPs to the County for approval, which shall not be unreasonably withheld. Any changes to the SOPs will be provided in writing to the County within five (5) business days of the effective date of the change. The SOPs will govern shelter use by both City and County. The City shall provide any training necessary to support the SOPs.

3.0 County Responsibilities. County shall provide the following services:

3.1 County will maintain a rabies control program, as mandated by Chapter 64D-3, Florida Administrative Code, and Chapter 4, Code of Laws of Leon County, within the corporate and unincorporated areas of the county.

3.2 County shall maintain responsibility for the supervision of County Animal Control Officers within the unincorporated area and within the City limits when investigating bite reports for rabies control purposes. However, all County Animal Control Officers will adhere to Center SOPs adopted pursuant to Section 2.8 of this Agreement when leaving an animal at the Center. Animal Control Officers will not be expected to provide care services other than watering and feeding animals that they bring to the shelter. The County will provide complete and accurate impoundment data to the animal shelter.

4.0 Fees for Services. The City and County agree to share in the costs for kennel services, administrative services, adoption services, volunteer coordination, owner notification services, facilities management, and humane education services to be provided at the Center.

4.1 The costs will be shared on a 45% (County) / 55% (City) basis for the term of this contract. The cost share allocation will be reviewed at the expiration of each five-year term to determine whether the allocation should be changed, based upon an average of the proportionate costs over the five-year term.

4.2 By May 15 of each year, the City will provide the County with a proposed operating budget for the next fiscal year. The proposed operating budget shall identify changes to current service levels. The County will be given an opportunity to review service level changes and to provide input on these changes as part of the annual budget process. As part of the annual budget process, the City Manager and County Administrator, or their designees, shall mutually agree on proposed service level changes to be submitted for funding to their respective governing bodies. Funding increases not exceeding 4% of the previous year's approved budget shall be considered current service level and shall not require County concurrence to be funded. The County will not unreasonably withhold approval of the proposed operating budget.

4.3 The County's proportionate cost share shall be paid quarterly during each fiscal year based on the agreed upon costs for kennel services, administrative services, adoption services, volunteer coordination, owner notification services and humane education provided at the Center. The County shall remit payment within ten (10) days following the first day of each quarter of the fiscal year. The amount of the County's payment will be limited to the amount of the adopted operating budget plus capital costs, pursuant to this Agreement. Payment for expenditures totaling in excess of 5% of the approved budget amount shall be contingent upon County consent to such expenditures.

4.4 At the end of each fiscal year, there shall be verification of actual costs. The actual cost shall be adjusted for revenues received by the Center, excluding fees paid by the County under this Agreement. Any County over or under payment shall be carried over as an increase or decrease in the payment for the following fiscal year. Such true-up will be made no later than December 1 following the close of the fiscal year and will adjust the payment due on January 1.

4.5 The payment for Fiscal Year 2014 shall be retroactive to October 1, 2013 and County shall receive credit for any payments made from that date until the signing of the Agreement.

4.6 The City agrees to maintain a five-year capital improvement plan and the County agrees to share in the cost of proposed capital improvements as well as any emergency capital repairs to the Center on an equal basis. By May 15 of each year, as part of the annual budget, the City shall provide a proposed five-year capital improvement plan to the County. The City Manager and County Administrator, or their designees, shall mutually agree on the proposed five-year capital improvement plan to be submitted for funding to their respective governing bodies. Emergency repairs to the facility shall be accomplished in accord with industry standards.

5.0 Miscellaneous Provisions:

5.1 Cancellations. This Agreement may be canceled by either party with or without cause by 270 days prior written notice to the other party. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and credits incurred or accrued through and including the last effective day of the term of this Agreement. However, should the impoundment of an animal extend beyond the Agreement period, the County shall be responsible for all boarding fees at the rate charged to the general public, medical fees, and disposal fees in the event the animal is euthanized.

5.2 Records. County may review financial accounts and records maintained by the City in connection with the services provided herein. The County will provide authorization for

the City to access the County's animal control records maintained on Petpoint, or successor software.

5.3 Animal Shelter Management Information System. County shall be allowed remote access to the Center's automated information system. County shall be responsible for procuring terminals and related equipment, except that the City shall allow the County access to one computer terminal at the Center.

5.4 Subject to Appropriation. The performance by each party of its obligations under this Agreement shall be subject to and contingent upon the appropriations of available funds or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. In the event the County ceases to pay its financial obligations as required in this Agreement, the City will discontinue all services as detailed herein.

5.5 Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

5.6 Indemnification. To the extent allowed by the Laws of Florida, each party hereby agrees to indemnify, defend, save, and hold harmless the other party from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission, by its agents, or employees. It is specifically understood and agreed by each party that this indemnification clause does not cover or indemnify a party as a result of its own negligence. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.

5.7 Amendment. Any amendments to this Agreement shall be in writing, executed by both parties.

6.0 Conflict Resolution Procedure

6.1 The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

6.2 Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties,

they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

6.3 If a dispute is not resolved by the foregoing steps within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

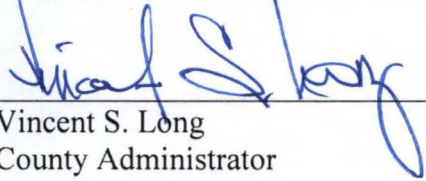
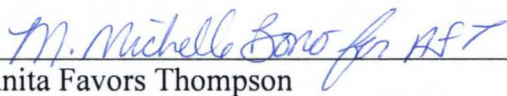
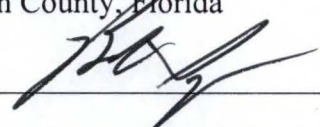

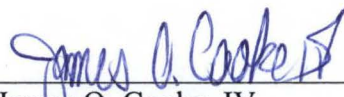
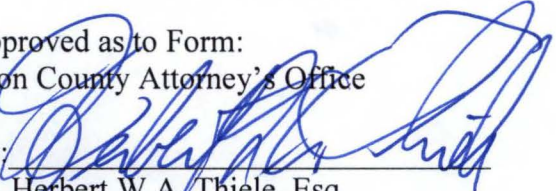
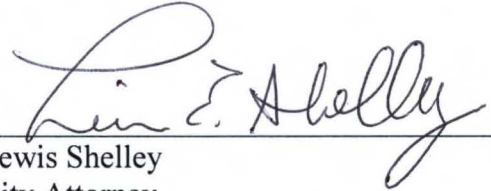
6.4 If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

b. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first written above.

LEON COUNTY, FLORIDA	CITY OF TALLAHASSEE
By:  Vincent S. Long County Administrator	By:  Anita Favors Thompson City Manager
ATTEST: Bob Inzer, Clerk of the Court Leon County, Florida By:  	By:  James O. Cooke, IV City Treasurer-Clerk
Approved as to Form: Leon County Attorney's Office By:  Herbert W.A. Thiele, Esq. County Attorney	By:  Lewis Shelley City Attorney

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 13, 2016, 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 4, ARTICLE II OF THE LEON COUNTY CODE OF LAWS ENTITLED "ANIMAL CONTROL," DIVISION 1. – GENERALLY ; AMENDING SECTION 4-26, DEFINITIONS; AMENDING SECTION 4-29, ENFORCEMENT GENERALLY, PENALTIES; AMENDING SECTION 4-32, ENFORCEMENT PROCEDURES; AMENDING SECTION 4-33, RIGHT OF ENTRY; AMENDING SECTION 4-34, OBSTRUCTING ENFORCEMENT; AMENDING SECTION 4-35, RUNNING AT LARGE; AMENDING SECTION 4-36, PUBLIC NUISANCE PROHIBITED; AMENDING SECTION 4-37, HUMANE CARE REQUIRED; AMENDING SECTION 4-38, ANIMALS IN MOTOR VEHICLES; AMENDING SECTION 4-40, REPEATED INVALID COMPLAINTS; AMENDING SECTION 4-41, PROCEDURE UPON CITATION; AMENDING SECTION 4-45; PERMIT REQUIRED FOR MULTIPLE PETS; AMENDING SECTION 4-47, DOGS AND CATS OFFERED FOR SALE; HEALTH REQUIREMENTS; AMENDING DIVISION 2. – IMPOUNDMENT, REDEMPTION, ETC.; SECTION 4-63, REDEMPTION; AMENDING SECTION 4-64, DISPOSAL OF ANIMALS; AMENDING SECTION 4-65, FEES; AMENDING SECTION 4-67, SPAYED OR NEUTERED ON RECLAIM; AMENDING DIVISION 3. – RABIES CONTROL; AMENDING SECTION 4-76, RABIES VACCINATION REQUIRED; AMENDING SECTION 4-77, ANIMAL BITES; AMENDING DIVISION 4. – DANGEROUS AND AGGRESSIVE ANIMALS; AMENDING SECTION 4-92, EXCEPTION TO CLASSIFICATION; AMENDING SECTION 4-93, PETITION FOR CLASSIFICATION — GENERALLY; AMENDING SECTION 4-94, OWNER’S RIGHT TO CONTEST FINAL DETERMINATION IN THE COUNTY COURT; AMENDING SECTION 4-95, CITATION; AMENDING SECTION 4-96, IMPOUNDMENT; PERMIT AND TAG REQUIRED FOR DANGEROUS OR AGGRESSIVE ANIMALS; AMENDING SECTION 4-97, NOTIFICATION OF CHANGE OF STATUS; AMENDING SECTION 4-99, PERMANENT IDENTIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: December 2, 2016

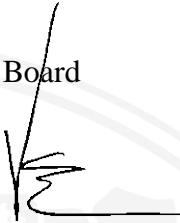
Leon County
Board of County Commissioners
Notes for Agenda Item #34

Leon County Board of County Commissioners

Cover Sheet for Agenda #34

December 13, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin Pingree, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Tallahassee-Leon County Planning Department
Lead Staff/ Project Team:	Artie White, Principal Planner

Fiscal Impact:

This item has been budgeted and adequate funding is available.

Staff Recommendation:

Option #1: Conduct first and only public hearing and adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule (Attachment #1).

Report and Discussion

Background:

The annual update to the Five-Year Schedule of Capital Improvements in the Tallahassee-Leon County Comprehensive Plan comes before the Board for consideration following the budget hearings for FY 2016/17. Updating the five-year Capital Improvements Schedule (CIS) in the Comprehensive Plan is adopted by ordinance and, since statutory changes made in 2011, may not be deemed to be amendments to the local comprehensive plan. Capital improvements required to be included in the CIS are: sanitary sewer, solid waste, drainage, potable water, and transportation facilities, including mass transit.

Analysis:

Pursuant to §163.3177(3)(b), F.S., the Capital Improvements Element (CIE) must be reviewed by the local government on an annual basis. The CIS consists of excerpts from the County's (and City's) adopted Capital Improvements Programs, the five-year capital plans from the Capital Region Transportation Planning Agency (CRTPA) identified in the Regional Mobility Plan, and any Significant Benefit projects funded by proportionate share payments.

Additionally, the CIS includes the School District's adopted five-year Work Program, adopted by reference into the Comprehensive Plan. This Work Program was approved by the Leon County School Board on October 25, 2016 (Attachment #2). According to the School Board, the 5-Year District Facilities Work Program is "a complete, balanced capital outlay plan that is financially feasible," consistent with the requirements of Ch. 1013.35, Florida Statutes. As part of the annual capital improvements update, staff recommends updating Capital Improvements Element Policy 1.2.8 to adopt by reference Leon County Schools' 2016-2017 five-year District Facilities Work Program into the five-year Schedule of Capital Improvements:

Capital Improvements Element Policy 1.2.8

Leon County Schools' ~~20156-20167~~ five-year District Facilities Work Program (as adopted by Leon County Schools on ~~September 29, 20156~~ October 25, 20156) is hereby adopted by reference into the five-year Schedule of Capital Improvements. The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of-service standard for public schools is achieved and maintained.

The CIS update request has been noticed and advertised in accordance with the provisions of the Leon County Land Development Code (Attachment #3). Staff recommends adoption of the Capital Improvements Schedule.

Options:

1. Conduct first and only public hearing and adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule (Attachment #1).
2. Conduct first and only public hearing and do not adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Leon County School Board Agenda Item and Five-Year Work Program, October 25, 2016
3. Notice of Public Hearing

ORDINANCE NO. 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2030 TALLAHASSEE/LEON COUNTY COMPREHENSIVE PLAN; UPDATING CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, empower the Board of County Commissioners of Leon County, Florida, to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empower and require the Board of County Commissioners of the County of Leon to (a) plan for the county's future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the county; (c) implement adopted or amended comprehensive plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purposes of the Act; and

WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City of Tallahassee also adopted a plan for its municipal area by separate ordinance; and

WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is now 2030 and the Comprehensive Plan is now known as the "Tallahassee-Leon County 2030 Comprehensive Plan" pursuant to the latest Evaluation and Appraisal Report; and

WHEREAS, Section 163.3177(3)(b), Florida Statutes, requires Leon County to perform an annual review and modification, as necessary, of the Capital Improvements Element of the Comprehensive Plan; and

1 WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, modifications to
2 update the 5-year capital improvements schedule may be accomplished by ordinance and may
3 not be deemed to be amendments to the local comprehensive plan; and

4 WHEREAS, pursuant to Section 163.3187(1)(c), Florida Statutes, the Board of County
5 Commissioners of Leon County held a public hearing with due public notice having been
6 provided on this update to the comprehensive plan; and

7 WHEREAS, the Board of County Commissioners of Leon County further considered all
8 oral and written comments received during such public hearing, including the data collection and
9 analyses packages and the recommendations of the Tallahassee-Leon County Local Planning
10 Agency; and

11 WHEREAS, in exercise of its authority the Board of County Commissioners of Leon
12 County has determined it necessary and desirable to adopt this update to the comprehensive plan
13 to preserve and enhance present advantages; encourage the most appropriate use of land, water
14 and resources, consistent with the public interest; overcome present handicaps; and deal
15 effectively with future problems that may result from the use and development of land within
16 Leon County, and to meet all requirements of law;

17 BE IT ORDAINED by the Board of County Commissioners of Leon County, Florida,
18 that:

19 **Section 1. Purpose and Intent.**

20 This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the
21 authority set out in, the Local Government Comprehensive Planning and Land Development
22 Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, as amended.

23 **Section 2. Capital Improvements Element Update.**

24
25 The Ordinance does hereby adopt the following portion of the text attached hereto as
26 Exhibit "A," and made a part hereof, as an update to the Tallahassee-Leon County 2030
27 Comprehensive Plan, as amended, and does hereby update "The Tallahassee-Leon County 2030

Comprehensive Plan,” as amended, in accordance therewith, being an annual update to the following Plan element:

FY 2016/17 – Capital Improvements Schedule, which relates to the Capital Improvements Element.

Section 3. Capital Improvements Element Policy 1.2.8.

The Ordinance does hereby adopt the following portion of the text attached hereto as Exhibit “A,” and made a part hereof, as an update to the Tallahassee-Leon County 2030 Comprehensive Plan, as amended, and does hereby update “The Tallahassee-Leon County 2030 Comprehensive Plan,” as amended, in accordance therewith, being an annual update to the following Plan element:

FY 2016/17 – Capital Improvements Element Policy 1.2.8, which relates to the Capital Improvements Element.

Section 4. Applicability and Effect.

The applicability and effect of this update to the 2030 Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, this Ordinance, and shall apply to all properties under the jurisdiction of Leon County.

Section 5. Conflict with Other Ordinances and Codes.

All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7. Copy on File.

To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon County 2030 Comprehensive Plan and these updates thereto, shall also be located in the Tallahassee-Leon County Planning Department. The Planning Director shall also make copies available to the public for a reasonable publication charge.

Section 8. Effective Date.

The effective date of this Plan update shall be according to law and the applicable statutes and regulations pertaining thereto.

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

LEON COUNTY, FLORIDA

BY: _____
JOHN DAILEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER

BY: _____
CLERK

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

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

EXHIBIT A

TEXT UPDATE FY 2017 – FY 2021 CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8 AS ADOPTED:

Capital Improvements Element Policy 1.2.8

Leon County Schools' 2015~~6~~-2016~~7~~ five-year District Facilities Work Program (as adopted by Leon County Schools on ~~September~~ October 29~~25~~, 2015~~6~~) is hereby adopted by reference into the five-year Schedule of Capital Improvements. The five-year Schedule of Capital Improvements will be evaluated and updated annually to reflect existing and future public school facility needs to ensure that the School District's five-year capital plan is financially feasible and that the adopted level-of service standard for public schools is achieved and maintained.

**TEXT UPDATE
FY 2017 – FY 2021
CAPITAL IMPROVEMENTS SCHEDULE
AS ADOPTED:**

LEON COUNTY

CAPITAL IMPROVEMENTS SCHEDULE



Components of the Schedule of Capital Improvements:

- Leon County 5-year Capital Improvements Program excerpts
- CRTPA 5-year Transportation Improvement Program, Major Capacity
- CRTPA Regional Mobility Plan (RMP) Priority Project List
- Significant Benefit Project Priority List

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2017 - FY 2021

Funding Source: Proportionate Share Accounts

Fund Description	FY 2016 Adjusted Budget	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
125 Bannerman: Thomasville to Meridian (SB) ¹	1,006,496	-	-	-	-	-	1,006,496
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>							
NONE							
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
125 Intersection & Safety Improvements ²	19,478	-	-	-	-	-	19,478
125 Magnolia Drive Multi-Use Trail	8,103,405	-	-	-	-	-	8,103,405
125 Woodside Heights Sewer Project	2,950,000	-	-	-	-	-	2,950,000
GRAND TOTAL	12,079,379	-	-	-	-	-	12,079,379

Funding Source: Capital Improvement Fund (General Revenue)

Fund Description	FY 2016 Adjusted Budget	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Project Total
<u>Comprehensive Plan Capital Improvements: Stormwater Element</u>							
305 Transportation and Stormwater Improvements	917,144	-	-	-	-	-	917,144
305 Killearn Lakes Plantation Stormwater	73,221	-	-	-	-	-	73,221
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
305 Stormwater Pond Repairs	100,000	100,000	100,000	100,000	100,000	100,000	600,000
305 Geographic Information Systems Incremental Basemap	298,500	298,500	298,500	298,500	298,500	298,500	1,791,000
305 Pedrick Pond Stormwater Improvements	58,957	-	-	-	-	-	58,957
305 Stormwater Infrastructure Preventative Maintenance	550,000	-	500,000	500,000	500,000	500,000	2,550,000
305 Stormwater Structure Inventory Mapping	681,398	-	-	-	-	-	681,398
305 Total Maximum Daily Load (TMDL) Compliance Activities	200,000	150,000	100,000	-	-	-	450,000
GRAND TOTAL	2,879,220	548,500	998,500	898,500	898,500	898,500	7,121,720

Funding Source: Gas Tax

Fund Description	FY 2016 Adjusted Budget	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
306 Bannerman: Thomasville to Meridian (SB) ¹	750,000	-	-	-	-	-	750,000
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
306 Arterial & Collector Road Pavement Markings	135,200	135,200	135,200	135,200	135,200	135,200	811,200
306 Baum Road Drainage Improvements	75,000	-	155,000	750,000	-	-	980,000
306 Old Bainbridge Road Safety Improvements	322,000	-	50,000	1,374,000	-	-	1,746,000
306 Public Works: Design and Engineering Services	75,000	100,000	100,000	100,000	100,000	100,000	575,000
306 Sidewalk Program	1,495,623	1,458,203	1,472,785	1,487,510	1,502,378	1,517,388	8,933,887
306 Springhill Road Bridge Rehabilitation	350,500	-	-	-	-	-	350,500
306 Transportation and Stormwater Improvements	3,202,801	-	500,000	500,000	500,000	500,000	5,202,801
GRAND TOTAL	6,406,124	1,693,403	2,412,985	4,346,710	2,237,578	2,252,588	19,349,388

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2017 - FY 2021

Funding Source: Sales Tax

Fund Description	FY 2016 Adjusted Budget	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
308 Bannerman: Thomasville to Meridian (SB) ¹	416,189	-	-	-	-	-	416,189
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
308 Arterial/Collector and Local Road Resurfacing	1,301,733	-	-	-	-	-	1,301,733
308 Intersection & Safety Improvements ²	5,052,340	-	-	-	-	-	5,052,340
308 Open Grade Cold Mix (OGCM) Maintenance and Resurfacing	741,764	-	-	-	-	-	741,764
GRAND TOTAL	7,512,026	-	-	-	-	-	7,512,026

Funding Source: Sales Tax Extension

Fund Description	FY 2016 Adjusted Budget	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Element</u>							
NONE							
<u>Comprehensive Plan Capital Improvements: Stormwater Elements</u>							
309 Killearn Acres Flood Mitigation	723,868	-	-	-	-	-	723,868
309 Killearn Lakes Plantation Stormwater	2,074,974	-	-	-	-	-	2,074,974
309 Lake Henrietta Renovation	368,695	-	-	-	-	-	368,695
309 Lakeview Bridge	-	-	-	-	-	-	-
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
309 Lake Munson Restoration	227,599	-	-	-	-	-	227,599
309 Arterial/Collector and Local Road Resurfacing	4,896,542	3,225,000	3,375,000	3,000,000	200,000	-	14,696,542
309 Blueprint 2000 Water Quality Enhancements	950,560	-	-	-	-	-	950,560
309 Community Safety and Mobility	1,890,727	550,000	600,000	425,000	195,000	-	3,660,727
309 Intersection & Safety Improvements ²	560,828	-	-	-	-	-	560,828
309 Magnolia Drive Multi-Use Trail	225,669	-	-	-	-	-	225,669
309 Fords Arm (formerly Lexington Pond Retrofit)	4,513,282	-	-	-	-	-	4,513,282
309 Longwood Outfall Retrofit	223,345	-	-	-	-	-	223,345
309 Open Grade Cold Mix (OGCM) Maintenance and Resurfacing	600,000	600,000	600,000	600,000	600,000	-	3,000,000
309 Westside Stormwater	400,000	-	-	-	-	-	400,000
309 Woodside Heights Sewer Project	2,000,000	-	-	-	-	-	2,000,000
GRAND TOTAL	19,656,089	4,375,000	4,575,000	4,025,000	995,000	-	33,626,089

Funding Source: Sales Tax - Extension 2020

Fund Description	FY 2016 Adjusted Budget	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Project Total
<u>Comprehensive Plan Capital Improvements: Transportation Elements</u>							
NONE							
<u>Capital Improvement Projects Not Related to the Comprehensive Plan:</u>							
351 Arterial/Collector and Local Road Resurfacing	-	-	-	-	3,400,000	3,469,300	6,869,300
351 Community Safety & Mobility	-	-	-	-	-	650,000	650,000
351 Intersection and Safety Improvement	-	-	-	-	345,850	500,000	845,850
351 Open Grade Cold Mix (OGCM) Maintenance and Resurfacing	-	-	-	-	-	600,000	600,000
GRAND TOTAL	-	-	-	-	3,745,850	5,219,300	8,965,150

Leon County Board of County Commissioners

CIE Schedule of Projects Plan Amendment FY 2017 - FY 2021

Funding Source: Sales Tax - Extension 2020 JPA Agreement

Fund Description	FY 2016 Adjusted Budget	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Project Total
<u>Comprehensive Plan Capital Improvements: Stormwater Elements</u>							
352 Blueprint 2020 LIFE Projects	-	-	-	-	789,000	1,099,000	1,888,000
352 Blueprint 2020 Water Quality & Stormwater	-	-	-	-	1,594,000	2,125,000	3,719,000
<u>Comprehensive Plan Capital Improvements: Transportation Elements</u>							
352 Blueprint 2020 Sidewalk Projects	-	-	-	-	-	-	-
352 Sidewalk Program	-	-	-	-	938,000	1,250,000	2,188,000
GRAND TOTAL	-	-	-	-	3,321,000	4,474,000	7,795,000

Notes:

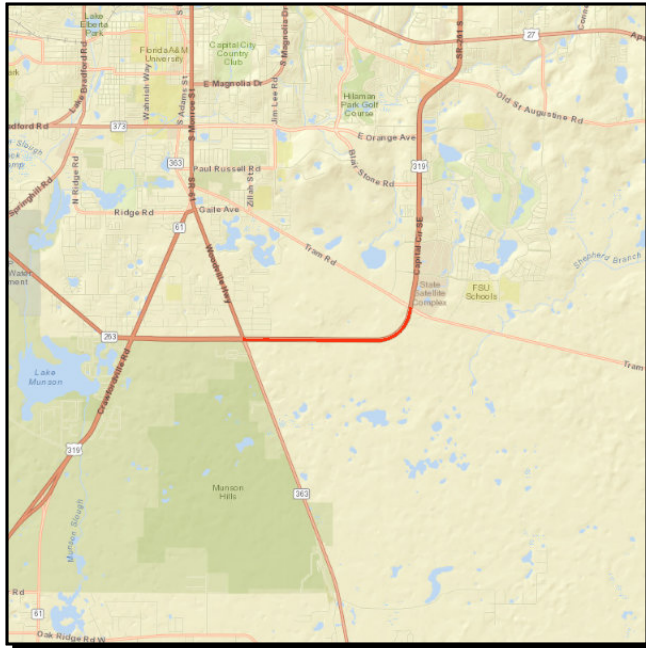
1. **SB** (Significant Benefits): This project is included in the Significant Benefit Memorandum of Agreement between the City of Tallahassee, Leon County, and the Florida Department of Transportation, as described in Policy 1.2.2(c) of the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan.

2. Intersection and Safety Improvements: Total Project Funding 5,632,646 - - - - 5,632,646

The following intersections will be addressed in response to concurrency requirements: Blirstone Road/Old St. Augustine Road, Old Bainbridge/Portland; Medallion Way/Buck Lake; Geddie Road/State Road 20; Aenon Church/State Road 20; North Monroe Street/Crowder; Old Bainbridge Road/Capital Circle NW; Miles Johnson Road/Miccosukee Road; Old Bainbridge Road/Capital Circle NW; and Wakulla Springs/Oakridge.

Note: All projects are currently funded in the Leon County Board of County Commissioners' FY 2017 - FY 2021 Capital Improvement Program. In accordance with state statutes, all funds are balanced.

SR 261 (US 319) CAP CIR FROM SR 363 TO CR 259 TRAM RD LANDSCAPING



Project #: 2196893

Work Summary: LANDSCAPING **SIS?:** No

Lead Agency: Managed by FDOT **Length:** 2.250

County: Leon County **LRTP #:** 2040 RMP Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
CST	DIH	5,545	0	0	0	0	5,545
CST	DDR	1,144,911	0	0	0	0	1,144,911
Total		1,150,456	0	0	0	0	1,150,456

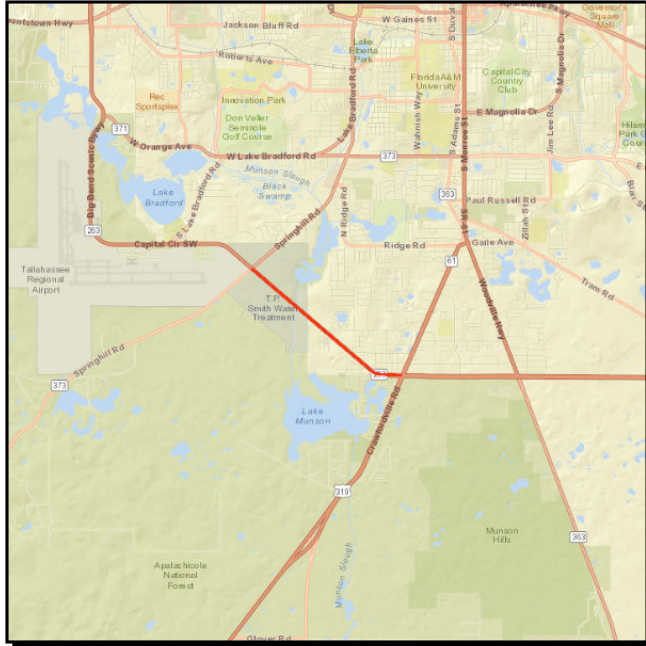
Prior Cost < 2016/17: 0

Future Cost > 2020/21: 0

Total Project Cost: 1,150,456

Project Description: Provides landscape funds for Capital Circle (Woodville Highway to Tram Road).

SR 263 (US 319) C.C. FROM SR 61 CRAWFORDVILLE TO CR 2203 SPRINGHILL RD



Project #: 2197492

Work Summary: PRELIM ENG FOR FUTURE CAPACITY **SIS?:** No

Lead Agency: Managed by FDOT **Length:** 2.341

County: Leon County **LRTP #:** 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
ROW	SU	0	435,138	567,156	718,606	0	1,720,900
ROW	DS	0	4,000,000	0	0	0	4,000,000
ROW	DIH	0	100,000	100,000	15,000	0	215,000
ROW	DDR	0	155,705	5,982,844	2,312,194	0	8,450,743
ROW	SA	0	322,157	0	0	0	322,157
CST	LF	0	0	0	0	21,364,743	21,364,743
Total		0	5,013,000	6,650,000	3,045,800	21,364,743	36,073,543

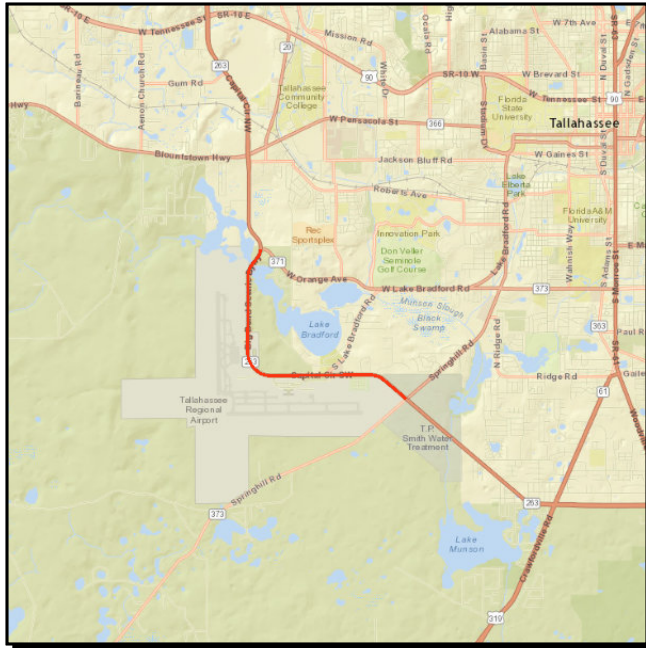
Prior Cost < 2016/17: 2,718,016

Future Cost > 2020/21: 0

Total Project Cost: 38,791,559

Project Description: Provides right-of-way funding for Capital Circle from Crawfordville Road to Springhill Road. Note: this project administratively amended on July 19, 2016 to add construction funding in 2021 (that was previously included in project #2197493).

SR 263 CAPITAL CIRCLE FROM CR 2203 SPRINGHILL RD TO SR 371 ORANGE AVE



Project #: 2197494

Work Summary: RIGHT OF WAY ACQUISITION **SIS?:** Yes

Lead Agency: Managed by FDOT **Length:** 4.126

County: Leon County **LRTP #:** 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
ROW	BNIR	6,111,800	0	0	0	0	6,111,800
ROW	DIH	30,000	0	0	0	0	30,000
Total		6,141,800	0	0	0	0	6,141,800

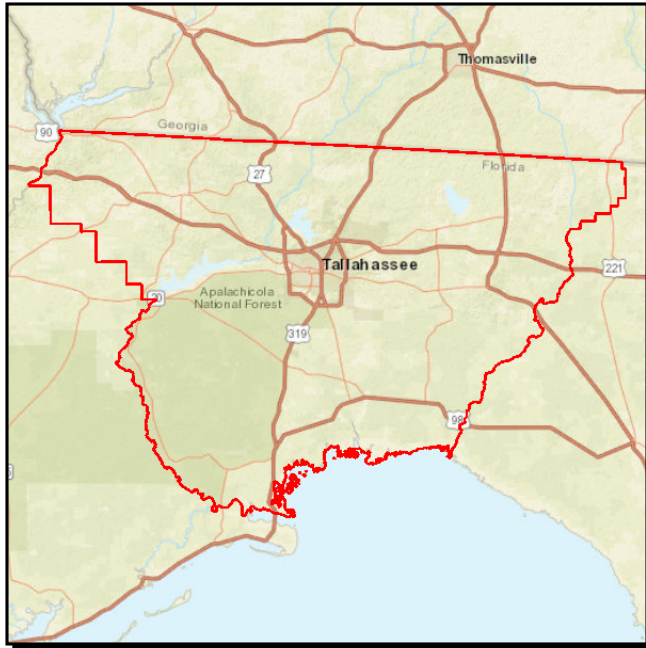
Prior Cost < 2016/17: 2,430,100

Future Cost > 2020/21: 0

Total Project Cost: 8,571,900

Project Description: Provides right-of-way funding for Capital Circle from Springhill Road to Orange Avenue

CRTPA RESERVE BOX FOR FUTURE PROJECTS USING URBAN FUNDS



Project #: 2197935

Work Summary: FUNDING ACTION

SIS?: No

Lead Agency: Managed by FDOT

Length: .000

County: Leon County

LRTP #: 2040 RMP Roadway
CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
CST	SU	985,222	43,133	60,734	81,090	0	1,170,179
ROW	SU	0	0	0	0	716,808	716,808
Total		985,222	43,133	60,734	81,090	716,808	1,886,987

Prior Cost < 2016/17: 1,299,493

Future Cost > 2020/21: 0

Total Project Cost: 3,186,480

Project Description:

SR 8 (I-10) INTERCHANGE STUDIES AT SR 263 & SR 61 (US 319)



Project #: 2225935

Work Summary: PRELIM ENG FOR FUTURE CAPACITY

SIS?: Yes

Lead Agency: Managed by FDOT

Length: 7.850

County: Leon County

LRTP #: 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
PE	ACNP	0	0	0	1,336,500	0	1,336,500
Total		0	0	0	1,336,500	0	1,336,500

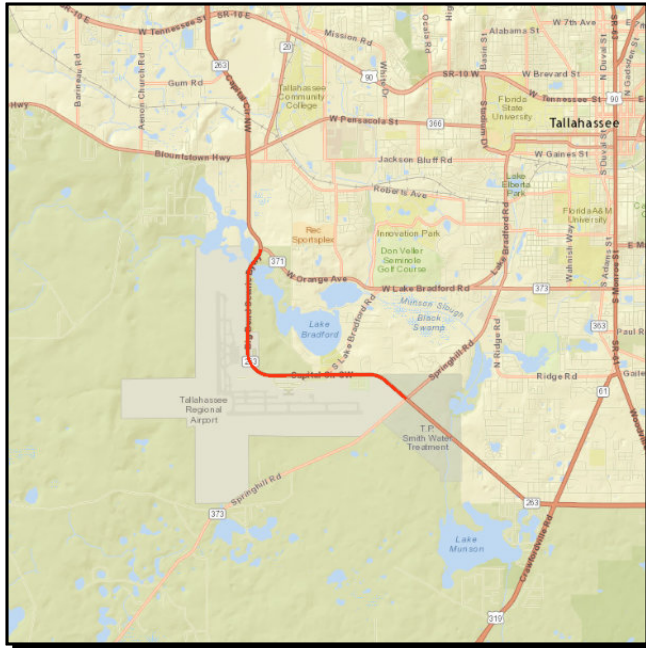
Prior Cost < 2016/17: 3,324,243

Future Cost > 2020/21: 0

Total Project Cost: 4,660,743

Project Description: Funds design for I-10 Interchange improvements at Thomasville Road/Capital Circle, NE.

SR 263 CAPITAL CIR FROM CR 2203 SPRINGHILL RD TO SR 371 ORANGE AVENUE



Project #: 4157829

Work Summary: RIGHT OF WAY - FUTURE CAPACITY **SIS?:** Yes

Lead Agency: Managed by FDOT **Length:** 4.126

County: Leon County **LRTP #:** 2040 RMP Roadways CFP (Chapter 5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
CST	ACNP	0	0	0	0	45,819,261	45,819,261
Total		0	0	0	0	45,819,261	45,819,261

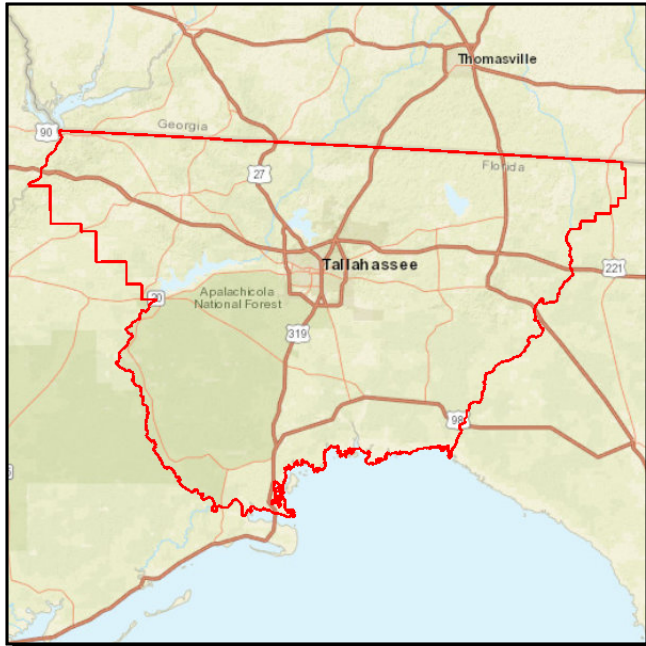
Prior Cost < 2016/17: 3,200,447

Future Cost > 2020/21: 0

Total Project Cost: 49,019,708

Project Description: Provides right of way and construction funding for Capital Circle, SW.

CAPITAL REGION TPA PLANNING SECTION 5303 GRANT



Project #: 4217162

Work Summary: MODAL SYSTEMS PLANNING **SIS?:** No

Lead Agency: MANAGED BY CAPITAL REGION **Length:** .000

County: Leon County **LRTP #:** 2040 RMP Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
PLN	DU	128,906	0	0	0	0	128,906
PLN	LF	13,126	0	0	0	0	13,126
PLN	DDR	16,113	0	0	0	0	16,113
Total		158,145	0	0	0	0	158,145

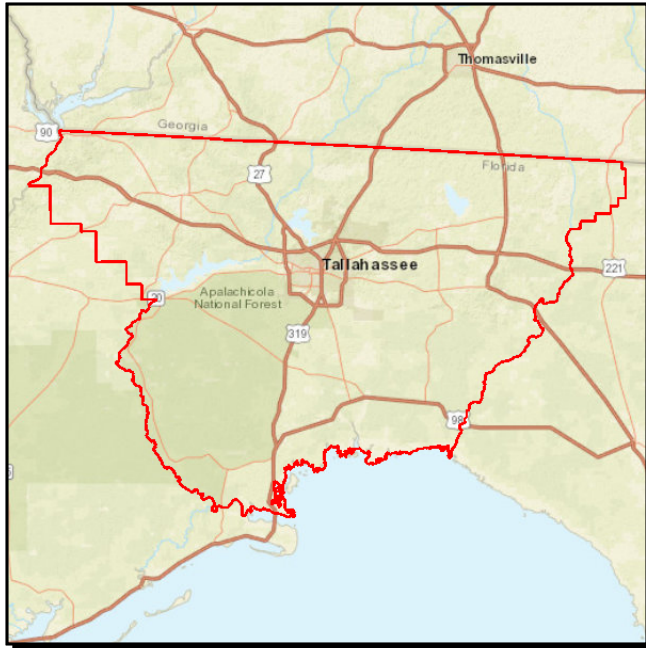
Prior Cost < 2016/17: 750,446

Future Cost > 2020/21: 0

Total Project Cost: 908,591

Project Description:

CRTPA UPWP ACTIVITIES SUPPORT



Project #: 4225442

Work Summary: PLANNING MODELS/
DATA UPDATE **SIS?:** No

Lead Agency: MANAGED BY
CAPITAL REGION **Length:** .000

County: Leon County **LRTP #:** 2040 RMP Roadway
CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
PLN	SU	0	870,785	0	0	0	870,785
Total		0	870,785	0	0	0	870,785

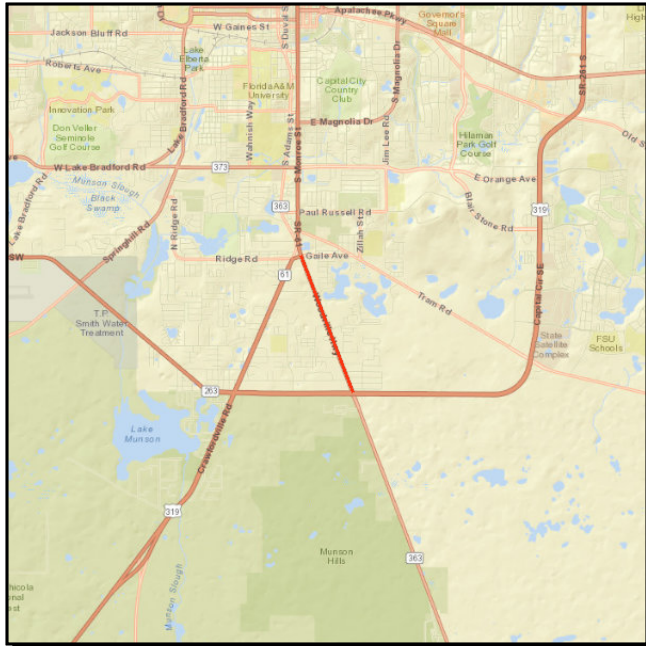
Prior Cost < 2016/17: 625,000

Future Cost > 2020/21: 0

Total Project Cost: 1,495,785

Project Description:

SR 363 WOODVILLE HWY FROM SR 263 (US 319) C.C. TO GAILE AVENUE



Project #: 4240094

Work Summary: RIGHT OF WAY - FUTURE CAPACITY **SIS?:** No

Lead Agency: Managed by FDOT **Length:** 1.499

County: Leon County **LRTP #:** 2040 RMP Roadways CFP (Chapter 5)

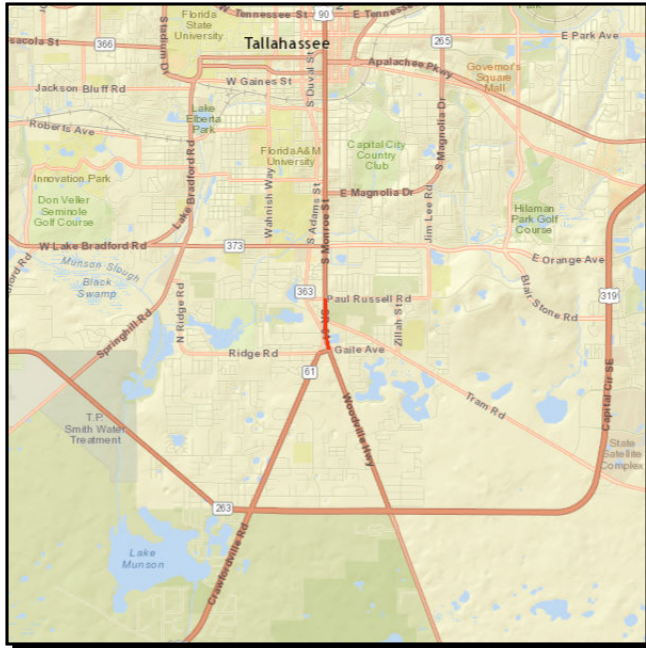
Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
ROW	SU	0	555,901	0	0	0	555,901
ROW	DDR	0	2,692,799	753,600	0	0	3,446,399
ROW	SA	0	200,000	140,000	0	0	340,000
Total		0	3,448,700	893,600	0	0	4,342,300

Prior Cost < 2016/17: 2,115,195

Future Cost > 2020/21: 0

Total Project Cost: 6,457,495

Project Description: Provides right-of-way funding associated with widening Woodville Highway (Capital Circle to Gaile Avenue).

SR 363 WOODVILLE HWY FROM GAILE AVENUE TO SR 363/PAUL RUSSELL RD

Project #: 4240095

Work Summary: PRELIM ENG FOR FUTURE CAPACITY **SIS?:** No

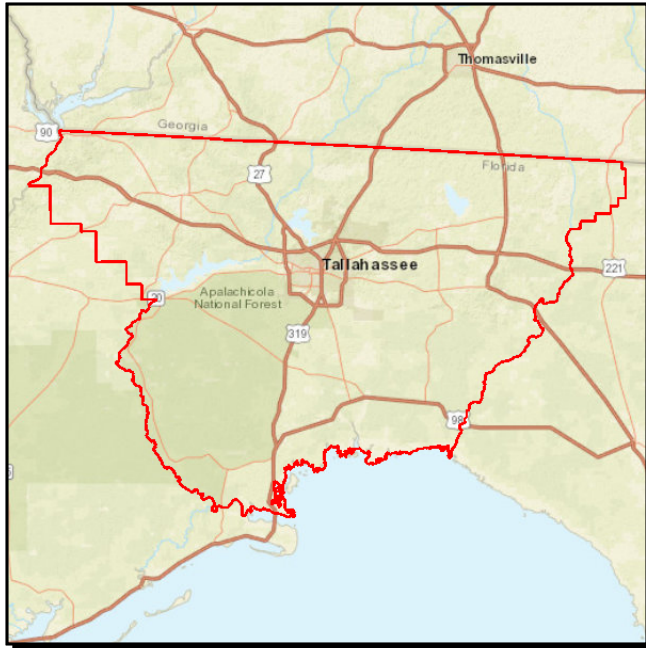
Lead Agency: Managed by FDOT **Length:** .618

County: Leon County **LRTP #:** 2040 RMP Roadways CFP (Chapter 5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
ROW	SU	0	0	1,915,030	104,314	3,053,848	5,073,192
ROW	DIH	0	0	15,000	45,000	15,000	75,000
ROW	CM	0	0	0	350,308	0	350,308
ROW	SA	0	0	0	120,000	0	120,000
Total		0	0	1,930,030	619,622	3,068,848	5,618,500

Prior Cost < 2016/17: 1,128,923**Future Cost > 2020/21:** 0**Total Project Cost:** 6,747,423**Project Description:** Provides right-of-way funding to Woodville Highway.

CRTPA FY 17-18 UPWP



Project #: 4317421

Work Summary: TRANSPORTATION PLANNING **SIS?:** No

Lead Agency: MANAGED BY CAPITAL REGION **Length:** .000

County: Leon County **LRTP #:** 2040 RMP Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
PLN	PL	0	485,787	0	0	0	485,787
Total		0	485,787	0	0	0	485,787

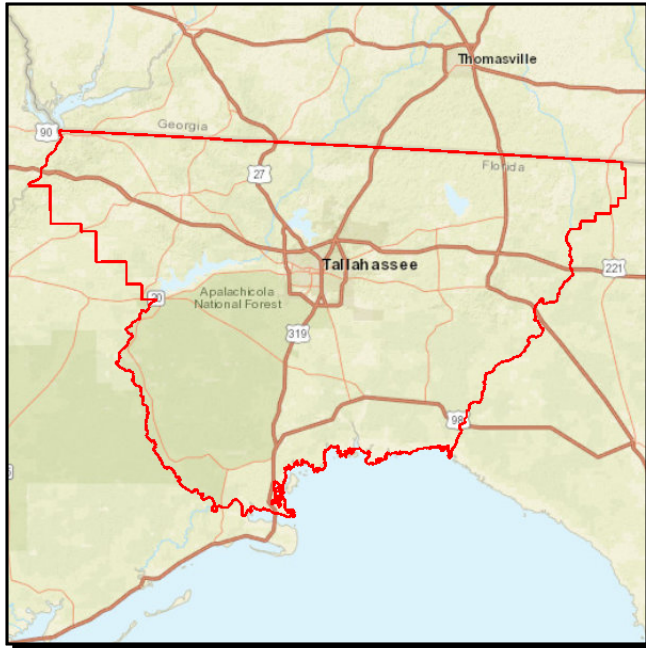
Prior Cost < 2016/17: 0

Future Cost > 2020/21: 0

Total Project Cost: 485,787

Project Description:

CAPITAL REGION TPA FY 18-19



Project #: 4348791

Work Summary: TRANSPORTATION PLANNING **SIS?:** No

Lead Agency: MANAGED BY CAPITAL REGION **Length:** .000

County: Leon County **LRTP #:** 2040 RMP Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
PLN	PL	0	0	485,787	485,787	0	971,574
Total		0	0	485,787	485,787	0	971,574

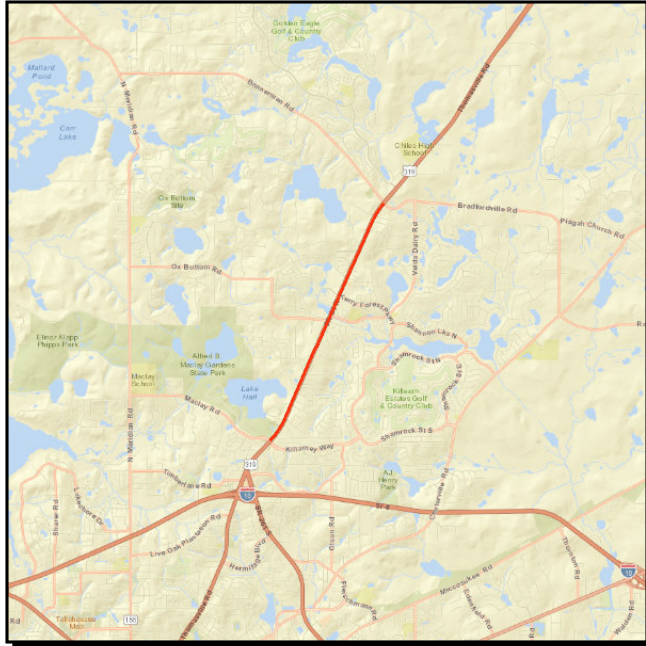
Prior Cost < 2016/17: 0

Future Cost > 2020/21: 0

Total Project Cost: 971,574

Project Description:

SR 61 (US 319) THOMASVILLE RD FROM KILLARNEY WAY CR 342 LANDSCAPING



Project #: 4351822

Work Summary: LANDSCAPING **SIS?:** Yes

Lead Agency: Managed by FDOT **Length:** 3.714

County: Leon County **LRTP #:** 2040 RMP Capital Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
CST	DIH	9,225	0	0	0	0	9,225
CST	DDR	1,117,250	0	0	0	0	1,117,250
Total		1,126,475	0	0	0	0	1,126,475

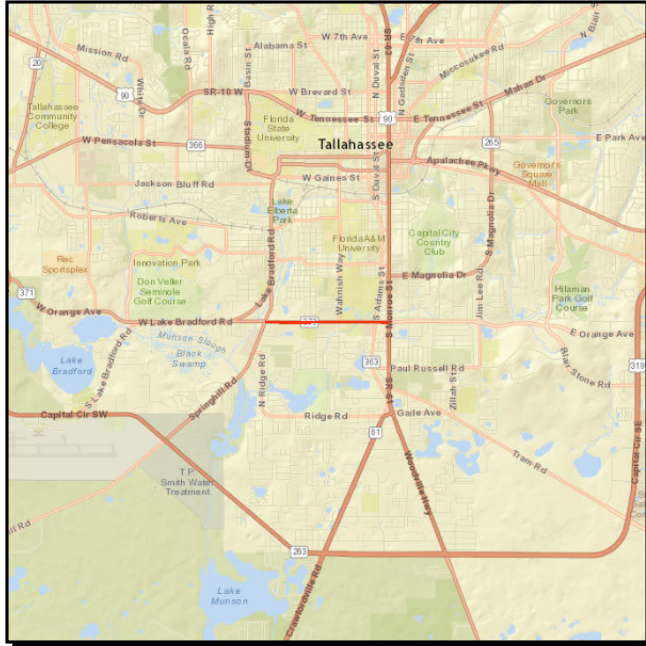
Prior Cost < 2016/17: 0

Future Cost > 2020/21: 0

Total Project Cost: 1,126,475

Project Description: Provides landscape funding for Thomasville Road.

SR 373 ORANGE AVE FROM CR 2203 SPRINGHILL RD TO SR 61 S. MONROE ST

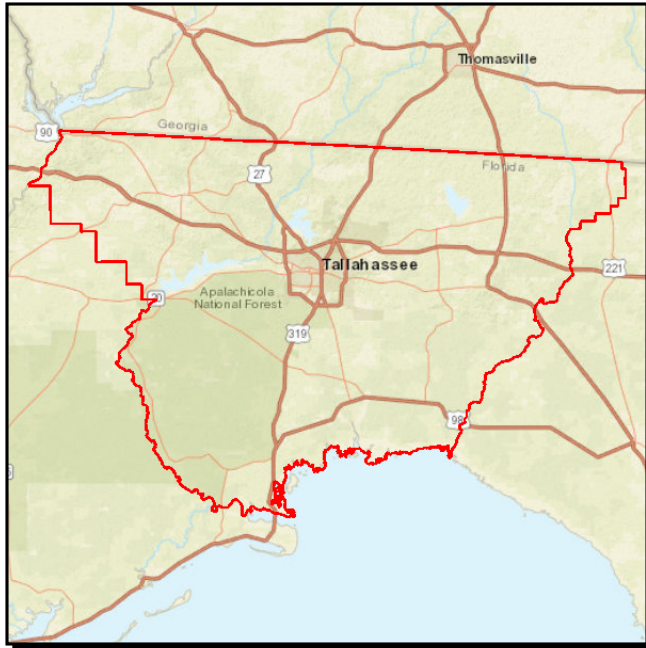


Project #: 4379021
Work Summary: PD&E/ EMO STUDY **SIS?:** No
Lead Agency: Managed by FDOT **Length:** 1.361
County: Leon County **L RTP #:** 2040 RMP Roadways CFP (Chapter 5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
PDE	DDR	0	0	750,000	0	0	750,000
PDE	DIH	0	0	37,500	0	0	37,500
Total		0	0	787,500	0	0	787,500

Prior Cost < 2016/17: 0
Future Cost > 2020/21: 0
Total Project Cost: 787,500
Project Description: Provides funding for a PD&E Study of Orange Avenue.

CAPITAL REGIONAL TPA FY 2020-2021/2021-2022



Project #: 4383691

Work Summary: TRANSPORTATION PLANNING **SIS?:** No

Lead Agency: MANAGED BY CAPITAL REGION **Length:** .000

County: Leon County **LRTP #:** 2040 RMP Roadway CFP (5.5)

Phase	Fund Source	2016/17	2017/18	2018/19	2019/20	2020/21	Total
PLN	PL	0	0	0	0	485,787	485,787
Total		0	0	0	0	485,787	485,787

Prior Cost < 2016/17: 0

Future Cost > 2020/21: 0

Total Project Cost: 485,787

Project Description:

Opportunities, Needs, and Cost Feasible Plans

The *Connections 2040 RMP* is supported by three foundational elements: an Opportunities Plan, a Needs Plan, and a Cost Feasible Plan. The Opportunities Plan supports the visioning process; the Needs Plan development provides analysis; and the Cost Feasible Plan provides a framework for project selection. Collectively, each plays a critical role in the RMP by fulfilling aspects of a rational planning process. Ultimately, this process informs the creation of recommendations intended to respond to the changing needs of the region. Please see Chapter 6 for more details on the three plans and the process used to reinforce the relationship between these three elements.

The Opportunities Plan

The Opportunities Plan for the *Connections 2040 RMP* is a set of unconstrained vision projects for the Capital Region. The list of projects is intentionally unconstrained when considering cost and feasibility. This allows each county to assemble a set of projects that aligns with emerging trends, desired vision and community aspirations. Because the Opportunities Plan is unconstrained it contains the greatest quantity of projects (when compared to the Needs Plan and Cost Feasible Plan). These projects served as a pool of potential projects that could respond to identified needs.

The Needs Plan

The Needs Plan identifies projects that satisfy an existing or projected future deficiency within the 2040 planning horizon. This process involves two basic steps:

- a) Identifying existing and forecasted future deficiencies; and
- b) Identifying projects that respond to identified needs.

The Needs Plan responds to specific deficiencies and therefore can be considered a narrow subset of the Opportunities Plan. Lower cost bicycle and pedestrian projects can be considered for funding through the state

Transportation Alternatives Program. As such, there is not a need to prioritize these projects at the regional level. The Needs Plan focuses on the capital needs of the system. As a result, roadway maintenance and preservation projects identified in the Opportunities Plan did not progress into the Needs Plan.

The Cost Feasible Plan

The Cost Feasible Plan represents the project selection process for multimodal improvements in the CRTPA area. These projects have been vetted through project evaluation and prioritization, as detailed in Chapter 4. Please see Chapter 4 for the project evaluation process. Each project considers planning level cost estimates based on constructability, environmental and social characteristics/mitigation, and proposed improvement type. It represents the narrowest subset of projects from the Needs Plan that is reasonably expected to be funded within the 2040 planning horizon. The Cost Feasible Plan projects are organized into tiers:

- **Tier 1** - Existing Plus Committed Projects (2016-2020)
- **Tier 2** - Short Range Projects (2021-2025)
- **Tier 3** - Interim Year Projects (2026-2030)
- **Tier 4** – Plan Horizon Projects (2031-2040)
- **Beyond 2040** – Vision Projects

More detail on the Cost Feasible Plan development is included in Chapter 5.

Appendix Organization

The following appendix presents the Cost Feasible Plan projects first, since these are the projects that are reasonably expected to be funded within the 2040 planning horizon. The appendix then goes through the projects representative of the Needs Plan and ends with the list of Opportunities Plan projects.

Leon County

Roadway

ID	Project Name	Strategy	Tier 1	Tier 2	Tier 3	Tier 4	Total Cost
75	Thomasville Rd, Meridian Rd, and 7th Ave Intersection*	Intersection		BP	BP		\$ 22,347,900
138	Mahan Dr and Capital Circle Northeast Flyover	Intersection		CRTPA	CRTPA		\$ 46,558,125
397	Lake Bradford Rd to Madison St Connection	New Road			CRTPA		\$ 24,964,940
407	DeSoto Park Dr Extension	New Road			CRTPA		\$ 2,102,100
369	Welaunee Blvd Extension*	New Road		BP	BP		\$ 73,607,361
1571	Welaunee Blvd Extension*	New Road		BP	BP		\$ 29,442,669
137	Welaunee Blvd/I-10 Interchange	New Interchange		CRTPA	CRTPA		\$ 46,558,125
1527	Woodville Hwy/Natural Bridge Rd Roundabout	Roundabout		CRTPA			\$ 828,900
179	Bannerman Rd*	Widen Road		BP	BP		\$ 42,171,150
181	Tharpe St*	Widen Road		BP	BP		\$ 51,391,893
1026	Woodville Hwy*	Widen Road	CRTPA	CRTPA	CRTPA		\$ 42,171,150
1142	Orange Ave	Widen Road				CRTPA	\$ 96,276,383
1365	West Side Student Corridor Gateway (Pensacola St)*	Widen Road		BP		BP	\$ 29,680,572
1554	Orange Ave*	Widen Road		CRTPA	CRTPA		\$ 29,366,796
382	Capital Circle Southwest*	Widen Road	CRTPA	CRTPA	CRTPA		\$ 64,074,515
1513	Capital Circle Southwest*	Widen Road		CRTPA		CRTPA	\$90,012,108
383	Lake Bradford Rd/Springhill Rd*	Widen Road		BP	BP		\$ 81,546,384
Total (17)							\$733,101,071

* = Blueprint (BP) project

Bicycle/Pedestrian

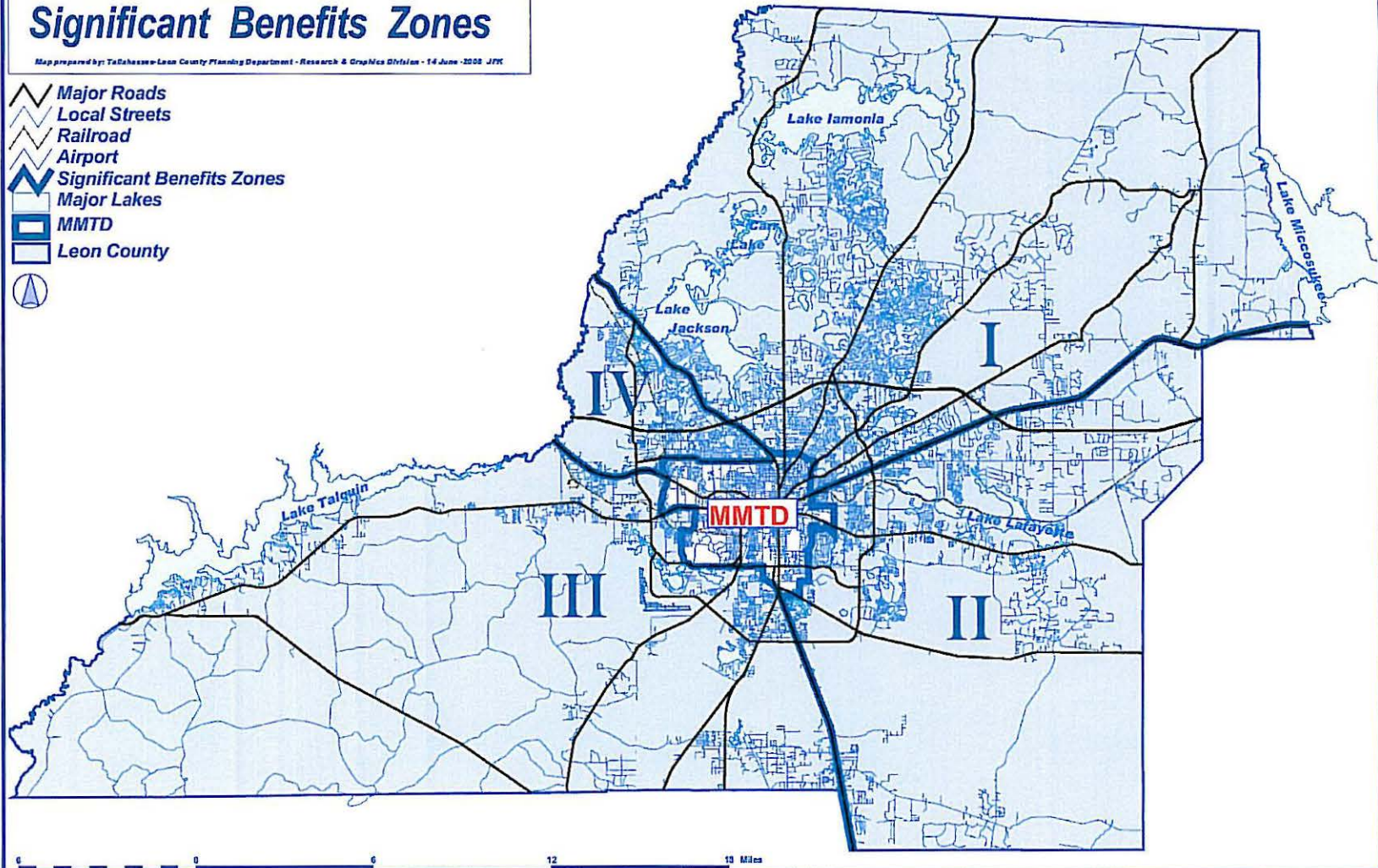
ID	Project Name	Strategy	Tier 1	Tier 2	Tier 3	Tier 4	Total Cost
136	St Marks Trail Connection to Orange Ave	Bike Intersection		CRTPA			\$ 165,780
422	Glenview Dr	Sidewalk	CRTPA	CRTPA			\$ 534,340
1556	Magnolia Dr	Sidewalk		CRTPA	CRTPA		\$ 811,053
444	Lake Jackson Mounds State Park Trail	Shared Use Path				CRTPA	\$ 3,178,430
447	Capital Cascades Trail*	Shared Use Path		BP			\$ 978,716
454	Goose Pond Trail*	Shared Use Path		BP			\$ 954,156
456	Capital Cascades Trail*	Shared Use Path		BP			\$ 2,447,404
527	Thomasville Rd Trail*	Shared Use Path		BP			\$ 5,142,864
462	Buck Lake Trail	Shared Use Path			BP		\$ 3,018,730
514	Segment 5A Trail (Killearn Greenway)*	Shared Use Path			BP		\$ 1,255,540
525	Timberlane Trail*	Shared Use Path			BP		\$ 1,174,030
180	Bannerman Road Trail*	Shared Use Path			BP		\$ 2,541,110
465	Dr. Charles Billings Greenway*	Shared Use Path			BP		\$ 1,860,430
473	Segment 5A Trail (Killearn Greenway)*	Shared Use Path			BP		\$ 1,335,620
470	Centerville Rd Trail*	Shared Use Path				BP	\$ 4,160,192
474	Southwest Sector Greenway*	Shared Use Path				BP	\$ 3,923,403
476	Segment 5B Trail (I-10 Greenway)*	Shared Use Path				BP	\$ 3,566,399
516	Pine Flats Trail*	Shared Use Path				BP	\$ 7,792,163
518	Oak Ridge Trail*	Shared Use Path				BP	\$ 6,161,965
1374	Lake Jackson Connection*	Shared Use Path				BP	\$ 1,382,481
1440	Gaines St	Shared Use Path				CRTPA	\$ 1,488,125
Total (21)							\$57,760,255

* = Blueprint (BP) project

Significant Benefits Zones

Map prepared by: Tallahassee-Leon County Planning Department - Research & Graphics Division - 14 June 2008 JTK

-  Major Roads
-  Local Streets
-  Railroad
-  Airport
-  Significant Benefits Zones
-  Major Lakes
-  MMTD
-  Leon County
- 



* Note: The Multimodal Transportation District (MMTD) Boundaries, as represented by the center, fifth district, require a formal Comprehensive Plan amendment to be established, and any future changes to that boundary would also require a formal Comprehensive Plan amendment. The Comprehensive Plan amendment process will require formal approvals by the City, County, and FDOT. Therefore, as stated in 2(b) of this agreement, any changes to this boundary will not require amendment to this Memorandum of Agreement, and Attachment A will be automatically updated to reflect the most current, adopted MMTD boundaries. Until the adoption of the MMTD Comprehensive Plan Amendment, the boundaries shown above shall apply.

Attachment B

Significant Benefit Project Priority List

DISTRICT 1		
Tier A	Tier B	Tier C
<u>Mahan Drive</u> Section: Dempsey Mayo to I-10 Jurisdiction: State Includes: construction, & ROW Estimated Cost: \$40 million Justification: #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities	<u>Bannerman (Phase 1)</u> Section: Thomasville to Tekesta Jurisdiction: County Includes: TBD Estimated Cost: TBD Justification: Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities	<u>Bannerman (Phase 2)</u> Section: Tekesta to Preservation Point Jurisdiction: County Includes: TBD Estimated Cost: TBD Justification: Alternate route to relieve Thomasville, an SIS Collector *20% of funds will support transit/bike/pedestrian facilities
DISTRICT 2		
Tier A	Tier B	Tier C
<u>Mahan Drive</u> Section: Dempsey Mayo to I-10 Jurisdiction: State Includes: PD&E, construction, & ROW Estimated Cost: \$40 million Justification: - #1 CRTPA Project Priority; SIS Connector *20% of funds will support transit/bike/pedestrian facilities	<u>Woodville Highway</u> Section: Gaile Avenue to 1000 feet north of Capital Circle SE Jurisdiction: State Includes: PD&E, Design, ROW & Construction Estimated Cost: \$53 million Justification: #5 CRTPA Project Priority *20% of funds will support transit/bike/pedestrian facilities	<u>Weems Road</u> Section: Mahan to Capital Circle NE Jurisdiction: City Includes: PD&E, construction, & ROW Estimated Cost: \$17.5 million Justification: - Alternate route to relieve Mahan/CCNE intersection on SIS Collector *20% of funds will support transit/bike/pedestrian facilities
DISTRICT 3		
Tier A	Tier B	
<u>North South Connector</u> Section: Orange to Jackson Bluff Jurisdiction: (City) Includes: PD&E, construction, & ROW Estimated Cost: \$15 million Justification: Relieve CCSW; In City 5- Year CIP *20% of funds will support transit/bike/pedestrian facilities	<u>Pensacola Street</u> Section: Capital Cir SW to Appleyard Jurisdiction: (State) Includes: PD&E, construction, & ROW Estimated Cost: \$40 million Justification- #12 CRTPA Project Priority; Parallel Route to Tennessee *20% of funds will support transit/bike/pedestrian facilities	
DISTRICT 4		
Tier A	Tier B	
<u>Tharpe Street (Phase 1)</u> Section: Blountstown Highway to Ocala Jurisdiction: (County) Includes: PD&E, construction, & ROW Estimated Cost: \$33 million Justification: In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities	<u>Tharpe Street (Phase 2)</u> Section: Blountstown Highway to Capital Circle Jurisdiction: (County) Includes: PD&E, construction, & ROW Estimated Cost: \$16 million Justification: In LRTP; Parallel I-10 & Tennessee; 60% design complete *20% of funds to support transit/bike/pedestrian facilities	
DISTRICT 5 (Multimodal District)		
Tier A	Tier B	
80% - District Bike/Ped/Transit Facilities 20% - FAMU Way bike/ped facilities	100% - District Bike/Ped/Transit Facilities	



Agenda Item Details

Meeting	Oct 25, 2016 - Business Meeting
Category	18. Items for Consideration
Subject	18.01 Submittal of the School District of Leon County's Tentative Five-year Facilities Work Plan for 2016-2017 to the Florida Department of Education, Office of Educational Facilities (DOE)
Type	Action

STAFF MEMBER REPORTING THIS ITEM/PHONE: Jim Connell, 617.5907

ACTION REQUESTED: The Superintendent recommends Board action to approve the District's Five-year Facilities Work Plan for 2016-2017 for submittal to the Florida Department of Education, Office of Educational Facilities (DOE). Approval will authorize the Board Chairperson or Vice Chairperson and the Superintendent to sign all related documents.

ITEM SUMMARY: Following Board approval of the annual Capital Outlay Budget, Florida Statute (s.1013.35) requires each district to submit a Tentative Five-year Facilities Work Plan to the Department of Education, Office of Educational Facilities. The District's Capital Outlay budget approved by the Board in June 2016 is the same budget information presented in the first year of the plan. The second through the fifth year of the plan are based on revenue projections and School Plant Survey 4. As required by the FDOE, the work plan must show balanced and financially feasible.

The Tentative Five-year Facilities Work Plan for 2016-2017 incorporates all projects currently recommended in the District's current Educational Plant Survey. It also provides for the continuation of phased projects currently underway; maintains the viability of existing facilities; and addresses safety-to-life and legal mandates that have been identified through the capital outlay budget-building process.

WILL SUBMITTER BE DELIVERING SIGNATURE DOCUMENTS TO BOARD SECRETARY? NO

 [Work Plan District Report .pdf \(259 KB\)](#)

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	Five Year Total
Total Revenues	\$10,169,855	\$27,788,523	\$28,999,479	\$30,300,992	\$17,297,316	\$114,556,165
Total Project Costs	\$10,169,855	\$27,788,523	\$28,999,479	\$30,300,992	\$17,297,316	\$114,556,165
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District LEON COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption	10/25/2016
Work Plan Submittal Date	10/26/2016
DISTRICT SUPERINTENDENT	Jackie Pons
CHIEF FINANCIAL OFFICER	Merrill Wimberley
DISTRICT POINT-OF-CONTACT PERSON	Jim Connell/Martha Chauncey
JOB TITLE	Div. Director of Fac & Const/Capital Outlay Prog. Spec.
PHONE NUMBER	850-617-1800
E-MAIL ADDRESS	chaunceym@leonschools.net

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2016 - 2017 Actual Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total
HVAC	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Flooring	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Electrical	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fire Alarm	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Sub Total:	\$0	\$0	\$0	\$0	\$0	\$0

PECO Maintenance Expenditures	\$1,193,862	\$1,193,862	\$1,193,862	\$1,225,894	\$1,249,361	\$6,056,841
1.50 Mill Sub Total:	\$10,640,165	\$9,155,442	\$9,155,442	\$9,123,410	\$9,010,243	\$47,084,702

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Other Items		2016 - 2017 Actual Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total
Intercoms & clocks: Maintenance / DW		\$41,414	\$40,000	\$40,000	\$40,000	\$40,000	\$201,414
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY						
Asphalt/Drainage: Maintenance / DW		\$92,031	\$30,000	\$30,000	\$30,000	\$30,000	\$212,031
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY						
Sitework: Facilities / DW		\$25,000	\$230,000	\$230,000	\$230,000	\$230,000	\$945,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY						
Roof PM program: Maintenance / DW		\$683,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,283,000

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Sitework: Maintenance / DW	\$184,061	\$30,000	\$30,000	\$30,000	\$30,000	\$304,061
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
HVAC controls: Maintenance / DW	\$88,000	\$50,000	\$50,000	\$50,000	\$50,000	\$288,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Structural: Facilities / DW	\$50,000	\$200,000	\$200,000	\$200,000	\$200,000	\$850,000

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Electrical D/W - Maintenance	\$46,015	\$50,000	\$50,000	\$50,000	\$50,000	\$246,015
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Replace Auto Elec Defibrillator Pads and Batteries	\$11,504	\$7,000	\$7,000	\$7,000	\$7,000	\$39,504
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Drainage/Asphalt: Facilities / DW	\$25,000	\$150,000	\$150,000	\$150,000	\$150,000	\$625,000

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Relocatables: Facilities / DW	\$350,000	\$125,000	\$125,000	\$125,000	\$125,000	\$850,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Carpet/Flooring D/W - Facilities	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$290,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Grounds: Maintenance / DW	\$46,015	\$50,000	\$50,000	\$50,000	\$50,000	\$246,015

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Safety-to-life: Maintenance / DW	\$1,119,321	\$225,000	\$225,000	\$225,000	\$225,000	\$2,019,321
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Emergency maintenance: Maintenance / DW	\$253,084	\$150,000	\$150,000	\$150,000	\$150,000	\$853,084
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Access Control - Security Dept	\$140,000	\$100,000	\$100,000	\$100,000	\$100,000	\$540,000

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Electrical - Facilities	\$50,000	\$90,000	\$90,000	\$90,000	\$90,000	\$410,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Security systems: Maintenance / DW	\$23,008	\$20,000	\$20,000	\$20,000	\$20,000	\$103,008
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Relocatables: Maintenance / DW	\$69,023	\$40,000	\$40,000	\$40,000	\$40,000	\$229,023

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Equipment: Maintenance / DW	\$46,015	\$30,000	\$30,000	\$30,000	\$30,000	\$166,015
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Athletic Tracks & Courts D/W - Facilities	\$234,495	\$60,000	\$60,000	\$60,000	\$60,000	\$474,495
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Floor covering: Maintenance / DW	\$81,015	\$100,000	\$100,000	\$100,000	\$100,000	\$481,015

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Controls: Facilities / DW	\$25,000	\$150,000	\$150,000	\$150,000	\$150,000	\$625,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Security Cameras D/W - Maintenance	\$46,015	\$12,000	\$12,000	\$12,000	\$12,000	\$94,015
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Plumbing: Maintenance / DW	\$23,008	\$30,000	\$30,000	\$30,000	\$30,000	\$143,008

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Fire alarm: Maintenance / DW	\$276,092	\$250,000	\$250,000	\$250,000	\$250,000	\$1,276,092
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
HVAC - Maintenance	\$92,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,092,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
D/W HVAC - Facilities	\$25,000	\$100,000	\$100,000	\$100,000	\$10,000	\$335,000

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Security Systems - Facilities	\$5,000	\$60,000	\$60,000	\$60,000	\$60,000	\$245,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Painting: Maintenance / DW	\$322,107	\$225,000	\$225,000	\$225,000	\$225,000	\$1,222,107
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
ADA Playground Mulch Replacement - Maintenance	\$46,015	\$65,000	\$65,000	\$65,000	\$65,000	\$306,015

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Plumbing D/W - Facilities	\$25,000	\$50,000	\$50,000	\$50,000	\$50,000	\$225,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
FFE D/W - Facilities	\$10,000	\$12,000	\$12,000	\$12,000	\$12,000	\$58,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Underground Storage Tanks - Maintenance	\$69,023	\$10,000	\$10,000	\$10,000	\$10,000	\$109,023

LEON COUNTY SCHOOL DISTRICT

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Small engine repair: Maintenance / DW	\$4,602	\$10,000	\$10,000	\$10,000	\$10,000	\$44,602
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Structural: Maintenance / DW	\$46,015	\$136,860	\$136,860	\$136,860	\$136,860	\$593,455
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
D/W Locks - Maintenance	\$46,015	\$50,000	\$50,000	\$50,000	\$50,000	\$246,015

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Security Fencing - facilities	\$0	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Safety to Life - Fac	\$100,000	\$63,000	\$63,000	\$63,000	\$63,000	\$352,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Small appliances: Maintenance / DW	\$9,203	\$6,000	\$6,000	\$6,000	\$6,000	\$33,203

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Telephone: Maintenance / DW	\$69,023	\$30,000	\$30,000	\$30,000	\$30,000	\$189,023
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Asbestos - D/W Maintenance	\$46,015	\$30,000	\$30,000	\$30,000	\$30,000	\$166,015
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Roofs: Facilities / DW	\$25,000	\$50,000	\$50,000	\$50,000	\$50,000	\$225,000

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Hazardous waste: Maintenance / DW	\$46,015	\$45,000	\$45,000	\$45,000	\$45,000	\$226,015
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Handicapped access: Facilities / DW	\$150,000	\$100,000	\$100,000	\$100,000	\$100,000	\$550,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Security Camera Replacements - Security Dept.	\$120,000	\$25,000	\$25,000	\$25,000	\$25,000	\$220,000

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Preventative maintenance: Maintenance / DW	\$1,008,641	\$700,000	\$700,000	\$700,000	\$700,000	\$3,808,641
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
PE fields: Maintenance / DW	\$276,000	\$150,000	\$150,000	\$150,000	\$150,000	\$876,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Vehicles: Maintenance / DW	\$115,019	\$75,000	\$75,000	\$75,000	\$75,000	\$415,019

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Environmental mandates: Maintenance / DW	\$55,218	\$100,000	\$100,000	\$100,000	\$100,000	\$455,218
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Site acquisition: Facilities / DW	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Maintenance Salaries: Maintenance / DW	\$2,500,000	\$2,527,444	\$2,527,444	\$2,527,444	\$2,527,744	\$12,610,076

LEON COUNTY SCHOOL DISTRICT

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Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
DW Fac Renovations	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
DW Fac Remodeling	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$3,750,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
DW Fac Fire Alarm	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000

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Environmental Mandates - Facilities DW	\$5,000	\$20,000	\$20,000	\$20,000	\$20,000	\$85,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Energy Efficiency Management	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY					
Fencing - DW Safety & Security	\$40,000	\$0	\$0	\$0	\$0	\$40,000

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Locations	ACADEMIC RESOURCE CENTER, ACADEMY OF ACADEMICS AND TECHNOLOGY, AMOS P GODBY SENIOR HIGH, APALACHEE ELEMENTARY, ASTORIA PARK ELEMENTARY, AUGUSTA RAA MIDDLE, BELLE VUE MIDDLE, BLOXHAM BUILDING, BOND ELEMENTARY SCHOOL, BUCK LAKE ELEMENTARY, CANOPY OAKS ELEMENTARY, CENTER FOR COMMUNITY EDUCATION, CHAIRES ELEMENTARY, CHAIRES ELEMENTARY PRE-KINDERGARTEN, CONCORD ELEMENTARY, CONNOR BOULEVARD TRANSPORTATION FACILITY, DEERLAKE MIDDLE, DESOTO TRAIL ELEMENTARY, DEVURN GLENN SERVICE CENTER, ELIZABETH COBB MIDDLE, FAIRVIEW MIDDLE, FOOD SERVICES FACILITY, FORT BRADEN ELEMENTARY (OLD), FORT BRADEN SCHOOL (NEW), FRANK HARTSFIELD ELEMENTARY, FRANK R NIMS MIDDLE, GILCHRIST ELEMENTARY, GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT, GRIFFIN MIDDLE, HAWKS RISE ELEMENTARY, HOWELL CENTER, JAMES RICKARDS SENIOR HIGH, JOHN C RILEY ELEMENTARY, KATE SULLIVAN ELEMENTARY, KILLEARN LAKES ELEMENTARY, LAWTON M CHILES SENIOR HIGH, LCSB FACILITIES, MAINTENANCE & CONSTRUCTION COMPOUND, LEON SENIOR HIGH, LEWIS M LIVELY TECHNICAL CENTER, LILLIAN RUEDIGER ELEMENTARY, LINCOLN SENIOR HIGH, MAIN TRANSPORTATION FACILITY, MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER, MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD, OAK RIDGE ELEMENTARY, P A C E CENTER, PINEVIEW ELEMENTARY, PROPERTY MANAGEMENT WAREHOUSE, R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON, ROBERTS ELEMENTARY, SABAL PALM ELEMENTARY, SAIL (OLD), SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW), SEALEY ELEMENTARY, SECOND CHANCE SCHOOL, SPRINGWOOD ELEMENTARY, SWIFT CREEK MIDDLE, TECHNOLOGY AND INFORMATION SERVICES, WALTER T MOORE JR ELEMENTARY, WILLIAM J MONTFORD III MIDDLE SCHOOL, WOODVILLE ELEMENTARY						
Total:		\$11,834,027	\$10,349,304	\$10,349,304	\$10,349,304	\$10,259,604	\$53,141,543

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2016 - 2017 Actual Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$10,640,165	\$9,155,442	\$9,155,442	\$9,123,410	\$9,010,243	\$47,084,702
Maintenance/Repair Salaries	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$5,750,000
School Bus Purchases	\$0	\$0	\$0	\$0	\$0	\$0
Other Vehicle Purchases	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$10,813,530	\$10,546,814	\$10,523,958	\$10,509,375	\$10,488,019	\$52,881,696
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Sales Tax Bond Payment	\$7,461,075	\$7,455,950	\$7,449,825	\$7,447,075	\$7,442,075	\$37,256,000
Lease 55 CNG buses	\$991,397	\$991,397	\$991,397	\$991,397	\$991,397	\$4,956,985
Tax Anticipation Note (CNG Bus Loan)	\$1,128,753	\$0	\$0	\$0	\$0	\$1,128,753
Local Expenditure Totals:	\$33,184,920	\$30,299,603	\$30,270,622	\$30,221,257	\$30,081,734	\$154,058,136

Revenue

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2016 - 2017 Actual Value	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total
(1) Non-exempt property assessed valuation		\$16,201,569,674	\$16,987,399,114	\$17,808,215,585	\$18,677,762,538	\$19,570,286,596	\$89,245,233,507
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$27,218,637	\$28,538,831	\$29,917,802	\$31,378,641	\$32,878,081	\$149,931,992
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$23,330,260	\$24,461,855	\$25,643,830	\$26,895,978	\$28,181,213	\$128,513,136
(5) Difference of lines (3) and (4)		\$3,888,377	\$4,076,976	\$4,273,972	\$4,482,663	\$4,696,868	\$21,418,856

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2016 - 2017 Actual Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$1,193,862	\$1,193,862	\$1,193,862	\$1,225,894	\$1,249,361	\$6,056,841
		\$1,193,862	\$1,193,862	\$1,193,862	\$1,225,894	\$1,249,361	\$6,056,841

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2016 - 2017 Actual Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$227,799	\$227,799	\$227,799	\$227,799	\$227,799	\$1,138,995
CO & DS Interest on Undistributed CO	360	\$10,802	\$10,802	\$10,802	\$10,802	\$10,802	\$54,010
		\$238,601	\$238,601	\$238,601	\$238,601	\$238,601	\$1,193,005

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2015 - 2016?

No

Additional Revenue Source

Any additional revenue sources

Item	2016 - 2017 Actual Value	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$20,884,079	\$18,959,236	\$18,959,236	\$18,959,236	\$18,959,236	\$96,721,023
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$63,180,872	\$14,428,434	\$14,428,434	\$14,428,434	\$0	\$106,466,174
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	(\$64,279,037)	\$0	\$0	\$0	\$0	(\$64,279,037)
Subtotal	\$19,785,914	\$33,387,670	\$33,387,670	\$33,387,670	\$18,959,236	\$138,908,160

Total Revenue Summary

Item Name	2016 - 2017 Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$23,330,260	\$24,461,855	\$25,643,830	\$26,895,978	\$28,181,213	\$128,513,136
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$33,184,920)	(\$30,299,603)	(\$30,270,622)	(\$30,221,257)	(\$30,081,734)	(\$154,058,136)
PECO Maintenance Revenue	\$1,193,862	\$1,193,862	\$1,193,862	\$1,225,894	\$1,249,361	\$6,056,841
Available 1.50 Mill for New Construction	(\$9,854,660)	(\$5,837,748)	(\$4,626,792)	(\$3,325,279)	(\$1,900,521)	(\$25,545,000)

Item Name	2016 - 2017 Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Five Year Total
CO & DS Revenue	\$238,601	\$238,601	\$238,601	\$238,601	\$238,601	\$1,193,005
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$19,785,914	\$33,387,670	\$33,387,670	\$33,387,670	\$18,959,236	\$138,908,160
Total Additional Revenue	\$20,024,515	\$33,626,271	\$33,626,271	\$33,626,271	\$19,197,837	\$140,101,165
Total Available Revenue	\$10,169,855	\$27,788,523	\$28,999,479	\$30,300,992	\$17,297,316	\$114,556,165

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	Total	Funded
3 Intermediate Classrooms, 2 Science Rooms, Art, Music, Teacher Planning, Multipurpose and related spaces	ROBERTS ELEMENTARY	Planned Cost:	\$0	\$2,310,110	\$0	\$0	\$0	\$2,310,110	No
	Student Stations:		0	110	0	0	0	110	

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

	Total Classrooms:	0	8	0	0	0	8	
	Gross Sq Ft:	0	12,851	0	0	0	12,851	
2 Primary classrooms, 2 Primary Skills, 2 Resources and related spaces	KATE SULLIVAN ELEMENTARY	Planned Cost:	\$0	\$1,071,969	\$0	\$0	\$1,071,969	No
	Student Stations:	0	51	0	0	0	51	
	Total Classrooms:	0	6	0	0	0	6	
	Gross Sq Ft:	0	7,508	0	0	0	7,508	
8 Classroom/Labs for Health/Vocational	LEWIS M LIVELY TECHNICAL CENTER	Planned Cost:	\$0	\$0	\$1,722,182	\$0	\$1,722,182	No
	Student Stations:	0	0	101	0	0	101	
	Total Classrooms:	0	0	8	0	0	8	
	Gross Sq Ft:	0	0	17,222	0	0	17,222	
New High School BBB	Location not specified	Planned Cost:	\$0	\$60,000,000	\$0	\$0	\$60,000,000	No
	Student Stations:	0	1,365	0	0	0	1,365	
	Total Classrooms:	0	63	0	0	0	63	
	Gross Sq Ft:	0	166,000	0	0	0	166,000	
Convert o Exceptional Student Facility	FAIRVIEW MIDDLE	Planned Cost:	\$0	\$0	\$0	\$9,219,858	\$9,219,858	No
	Student Stations:	0	0	0	-670	0	-670	
	Total Classrooms:	0	0	0	20	0	20	
	Gross Sq Ft:	0	0	0	47,000	0	47,000	
Convert to Middle School	JAMES RICKARDS SENIOR HIGH	Planned Cost:	\$0	\$0	\$12,293,886	\$0	\$12,293,886	No
	Student Stations:	0	0	-769	0	0	-769	
	Total Classrooms:	0	0	24	0	0	24	
	Gross Sq Ft:	0	0	26,272	0	0	26,272	

Planned Cost:	\$0	\$63,382,079	\$14,016,068	\$9,219,858	\$0	\$86,618,005
Student Stations:	0	1,526	-668	-670	0	188
Total Classrooms:	0	77	32	20	0	129
Gross Sq Ft:	0	186,359	43,494	47,000	0	276,853

LEON COUNTY SCHOOL DISTRICT

2016 - 2017 Work Plan

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2016 - 2017 Actual Budget	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	Total	Funded
Bldg 5 - Remodel to science	CANOPY OAKS ELEMENTARY	\$0	\$0	\$0	\$174,240	\$0	\$174,240	Yes
Bldg 1 - Renovate	GILCHRIST ELEMENTARY	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	Yes
New multipurpose and related spaces	SEALEY ELEMENTARY	\$0	\$364,802	\$0	\$0	\$0	\$364,802	Yes
Renovate	AMOS P GODBY SENIOR HIGH	\$0	\$500,000	\$0	\$1,114,508	\$0	\$1,614,508	Yes
Renovations to Regional Stadium	JAMES RICKARDS SENIOR HIGH	\$0	\$0	\$3,000,000	\$1,999,680	\$0	\$4,999,680	Yes
Printer upgrades	TECHNOLOGY AND INFORMATION SERVICES	\$0	\$250,000	\$250,000	\$250,000	\$102,834	\$852,834	Yes
MS Enterprise Agreement	TECHNOLOGY AND INFORMATION SERVICES	\$819,000	\$819,000	\$819,000	\$819,000	\$819,000	\$4,095,000	Yes
Core Networking	TECHNOLOGY AND INFORMATION SERVICES	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$3,750,000	Yes
Central shared services	TECHNOLOGY AND INFORMATION SERVICES	\$410,000	\$410,000	\$410,000	\$410,000	\$410,000	\$2,050,000	Yes
Parent Portal: Online access	TECHNOLOGY AND INFORMATION SERVICES	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000	Yes
Develop playareas	CHAIRES ELEMENTARY	\$0	\$500,000	\$0	\$0	\$0	\$500,000	Yes
Site expansion: 3 acres	FRANK HARTSFIELD ELEMENTARY	\$0	\$500,000	\$0	\$0	\$0	\$500,000	Yes
Site expansion: 5 acres	WALTER T MOORE JR ELEMENTARY	\$0	\$100,000	\$0	\$0	\$0	\$100,000	Yes
Prepare site for construction	SWIFT CREEK MIDDLE	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	No
Replace Halon System with Sapphire	TECHNOLOGY AND INFORMATION SERVICES	\$0	\$60,000	\$0	\$0	\$0	\$60,000	Yes
Bldg 1 - Remodel 117 and 125 to 2 Primary Skills	APALACHEE ELEMENTARY	\$0	\$169,200	\$0	\$0	\$0	\$169,200	Yes
Bldg 2 - remodel 201 and 204 to ESE PK and ESE PT	APALACHEE ELEMENTARY	\$0	\$143,730	\$0	\$0	\$0	\$143,730	Yes
Bldg 3 Remodel 307 to Music	APALACHEE ELEMENTARY	\$0	\$86,220	\$0	\$0	\$0	\$86,220	Yes
Bldg 7 - remopdel 003 to ESE PT/OT, ESE Observation and ESE Itinerant	APALACHEE ELEMENTARY	\$0	\$79,380	\$0	\$0	\$0	\$79,380	Yes
Renovate Campus	ASTORIA PARK ELEMENTARY	\$0	\$0	\$1,503,240	\$0	\$0	\$1,503,240	Yes
Renovate Campus	AUGUSTA RAA MIDDLE	\$0	\$0	\$2,500,000	\$1,500,000	\$0	\$4,000,000	Yes
Bldg 1 - Remodel 120 and 121 to 2 Primary Skills	BOND ELEMENTARY SCHOOL	\$0	\$210,060	\$0	\$0	\$0	\$210,060	Yes
Bldg 2 - Remodel 201 to Science	BOND ELEMENTARY SCHOOL	\$0	\$108,720	\$0	\$0	\$0	\$108,720	Yes

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Bldg 3 - Remodel 302 to Resource	BOND ELEMENTARY SCHOOL	\$0	\$90,180	\$0	\$0	\$0	\$90,180	Yes
Bldg 4 - Remodel 401 and 403 to ESE PK, ESE PT/OT, two ESE Resource and ESE Itinerant	BOND ELEMENTARY SCHOOL	\$0	\$108,360	\$0	\$0	\$0	\$108,360	Yes
Bldg 5 - Remodel 512 and 514 to Primary Skills and two resource	BOND ELEMENTARY SCHOOL	\$0	\$180,360	\$0	\$0	\$0	\$180,360	Yes
Bldgs 1, 2, 3, 4, 5, 6 and 7 - Renovate	BUCK LAKE ELEMENTARY	\$0	\$0	\$2,500,000	\$2,904,500	\$0	\$5,404,500	Yes
Bldg 2 - Remodel 201 and 202 to ESE PK and ESE PT/OT	CANOPY OAKS ELEMENTARY	\$0	\$169,200	\$0	\$0	\$0	\$169,200	Yes
Bldg 6 - Remodel 605 to ESE Resource, ESE Observation, ESE Itinerant and storage	CANOPY OAKS ELEMENTARY	\$0	\$84,600	\$0	\$0	\$0	\$84,600	Yes
Renovate Campus	CANOPY OAKS ELEMENTARY	\$0	\$2,759,800	\$2,000,000	\$0	\$0	\$4,759,800	Yes
Bldgs 1, 2, 3, 4, 5, 6 and 7 - Renovation	CHAIRES ELEMENTARY	\$0	\$2,500,000	\$0	\$0	\$2,764,760	\$5,264,760	Yes
Bldgs 2, 3, 4, 6 and 7 - Renovation	DEERLAKE MIDDLE	\$0	\$0	\$2,000,000	\$1,976,676	\$0	\$3,976,676	Yes
Bldgs 1, 2, 3, 4, 5, 6 and 7 - Renovate	DESOTO TRAIL ELEMENTARY	\$0	\$0	\$0	\$2,500,000	\$0	\$2,500,000	Yes
New restrooms and storage	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$0	\$0	\$143,200	\$143,200	Yes
Bldg 6 - Remodel 014 to Skills Lab	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$0	\$0	\$70,560	\$70,560	Yes
Bldg 10 - Remodel 104 and 801 to Enclose Hallway	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$150,000	\$0	\$0	\$150,000	Yes
Bldg 11 - remodel 801 to enclose hallway	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$396,310	\$0	\$0	\$396,310	Yes
Bldg 12 - Remodel 127 to ESE PT	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$0	\$0	\$74,340	\$74,340	Yes
Bldgs 1, 2, 3, 4, 8, 9, 10, 11, 12 and 16 - renovate	FRANK HARTSFIELD ELEMENTARY	\$0	\$2,332,740	\$0	\$0	\$0	\$2,332,740	Yes
Bldg 2, 3 and 4 - Renovate	GILCHRIST ELEMENTARY	\$0	\$0	\$0	\$1,705,080	\$0	\$1,705,080	Yes
Bldgs 3, 7, 8 and 14 - remove	JAMES RICKARDS SENIOR HIGH	\$0	\$0	\$4,245,322	\$0	\$0	\$4,245,322	No
Bldg 6 - Remodel 028, 030 and 031 to Primary Skills, Science, ESE FT and related spaces	JOHN C RILEY ELEMENTARY	\$0	\$0	\$0	\$0	\$224,010	\$224,010	Yes
Bldg 12 - remodel 002 and 002B to ESE PK, ESE Observation and related spaces	JOHN C RILEY ELEMENTARY	\$0	\$77,400	\$0	\$0	\$0	\$77,400	Yes
Bldgs 1, 6, 7, 9, 11 and 12 - Renovate	JOHN C RILEY ELEMENTARY	\$0	\$1,645,350	\$0	\$0	\$0	\$1,645,350	Yes
Bldgs 1, 3 and 4 - Renovate	KATE SULLIVAN ELEMENTARY	\$0	\$0	\$1,721,817	\$0	\$0	\$1,721,817	Yes
Bldgs 1, 2, 3, 5, 6, 7 and 8 - renovate	LAWTON M CHILES SENIOR HIGH	\$0	\$200,000	\$2,500,000	\$2,500,000	\$0	\$5,200,000	Yes
Bldgs 1, 7 and 30 - renovate	LEON SENIOR HIGH	\$0	\$0	\$0	\$0	\$2,462,233	\$2,462,233	No
Bldg 14 - Remodel	LEWIS M LIVELY TECHNICAL CENTER	\$0	\$0	\$0	\$0	\$2,506,055	\$2,506,055	No
Bldg 15 - Remodel	LEWIS M LIVELY TECHNICAL CENTER	\$0	\$0	\$0	\$0	\$4,422,450	\$4,422,450	No

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Bldg 7 - Remodel	LEWIS M LIVELY TECHNICAL CENTER	\$0	\$0	\$0	\$0	\$408,948	\$408,948	Yes
Campus HVAC - Replace Chiller and Boiler	LEWIS M LIVELY TECHNICAL CENTER	\$0	\$1,821,647	\$2,000,000	\$0	\$0	\$3,821,647	Yes
Bldg 13 - remodel 109C to expand covered play area	LILLIAN RUEDIGER ELEMENTARY	\$0	\$157,410	\$0	\$0	\$0	\$157,410	Yes
Bldgs 3, 4 and 5 - Renovate	LINCOLN SENIOR HIGH	\$0	\$0	\$0	\$0	\$2,707,443	\$2,707,443	Yes
Bldg 1 - Remodel 116-118, 120 and 123-125 to Science, ESE PK, ESE PT/OT, ESE Resource, ESE Supplementary, ESE Observation and ESE Itinerant	OAK RIDGE ELEMENTARY	\$0	\$421,480	\$0	\$0	\$0	\$421,480	Yes
Bldgs 1, 2, 3, 4, 5, 6 and 8 - renovate	OAK RIDGE ELEMENTARY	\$0	\$0	\$2,388,984	\$0	\$0	\$2,388,984	Yes
Bldg 1 - remodel 007, 012, 013 -013C to Primary Skills, ESE FT, ESE PT/OT, ESE Observation, ESE Itinerant and related spaces	PINEVIEW ELEMENTARY	\$0	\$265,500	\$0	\$0	\$0	\$265,500	Yes
Bldg 2 - remodel 020, 020A, 022, 035, 035A, 036, 036A to ESE PT, two ESE Resource and related spaces	PINEVIEW ELEMENTARY	\$0	\$291,330	\$0	\$0	\$0	\$291,330	Yes
Bldg 4 - remodel 001 and 003 to Science	PINEVIEW ELEMENTARY	\$0	\$0	\$0	\$0	\$130,320	\$130,320	Yes
Bldgs 1, 2, 4, 5 and 6 - renovate	PINEVIEW ELEMENTARY	\$0	\$2,571,973	\$0	\$0	\$150,480	\$2,722,453	Yes
Bldgs 1, 2, 3 and 4 - Renovate	ROBERTS ELEMENTARY	\$0	\$2,000,000	\$0	\$1,924,820	\$2,174,818	\$6,099,638	Yes
Bldg 1 - remodel 001A, 005, 005A and 008 to primary Skills, two science and ESE FT	SEALEY ELEMENTARY	\$0	\$0	\$0	\$285,930	\$0	\$285,930	No
Bldg 2 - remodel 201 and 202 to ESE PK, ESE PT/OT, ESE Resource and ESE Observation	SEALEY ELEMENTARY	\$0	\$0	\$0	\$149,940	\$0	\$149,940	No
Bldg 7 - remodel 014 to Expand Covered Play Area	SEALEY ELEMENTARY	\$0	\$0	\$0	\$0	\$197,550	\$197,550	No
Renovate Campus	SPRINGWOOD ELEMENTARY	\$0	\$0	\$2,332,196	\$3,662,956	\$0	\$5,995,152	Yes
New - Expand Kitchen and Serving Area, Bldg 2 - Remodel to expand kitchen and serving area	SWIFT CREEK MIDDLE	\$0	\$2,002,615	\$0	\$0	\$0	\$2,002,615	No
Bldgs 1, 2, 3, 4, 5, 6, 7, 8 and 9 - Renovate	SWIFT CREEK MIDDLE	\$0	\$6,343,362	\$0	\$0	\$0	\$6,343,362	No
Expand Media	WALTER T MOORE JR ELEMENTARY	\$0	\$0	\$0	\$0	\$154,298	\$154,298	Yes
Bldg 1 - remodel 016W - 016Z to two resource, ESE PK, ESE PT/OT, two ESE Resource, ESE Observation, ESE Time- out, ESE Itinerant	WALTER T MOORE JR ELEMENTARY	\$0	\$0	\$0	\$0	\$271,010	\$271,010	Yes
Bldg 1 - remodel 001 - 001M to Primary classroom, two resource and related spaces	WALTER T MOORE JR ELEMENTARY	\$0	\$0	\$0	\$0	\$216,562	\$216,562	Yes
Bldgs 1, 2, 3 and 5 - Renovate	WALTER T MOORE JR ELEMENTARY	\$0	\$0	\$0	\$0	\$3,707,976	\$3,707,976	Yes

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Bldg 4 - remodel to expand Media	WALTER T MOORE JR ELEMENTARY	\$0	\$0	\$0	\$0	\$471,960	\$471,960	Yes
Bldg 5 - remodel 002 and 003 to ESE PT and ESE FT	WALTER T MOORE JR ELEMENTARY	\$0	\$0	\$0	\$0	\$139,860	\$139,860	Yes
New Reference, Robe Storage, Sheet Music Storage, Music Equipment Storage	WILLIAM J MONTFORD III MIDDLE SCHOOL	\$0	\$149,600	\$0	\$0	\$0	\$149,600	No
Bldg 1 - Remodel to Expand Media	WOODVILLE ELEMENTARY	\$0	\$0	\$559,800	\$0	\$0	\$559,800	Yes
Renovate Campus	WOODVILLE ELEMENTARY	\$0	\$2,114,140	\$0	\$0	\$0	\$2,114,140	Yes
Upgrade PE Fields	SEALEY ELEMENTARY	\$0	\$0	\$0	\$0	\$25,535	\$25,535	No
PE Fields, Covered Walkways	OAK RIDGE ELEMENTARY	\$0	\$0	\$63,838	\$0	\$0	\$63,838	Yes
Drainage; Parent Pick-up	FRANK HARTSFIELD ELEMENTARY	\$0	\$429,965	\$0	\$0	\$0	\$429,965	Yes
PE Fields; paving	LAWTON M CHILES SENIOR HIGH	\$0	\$0	\$0	\$0	\$31,919	\$31,919	Yes
Expand Bus Canopy	FRANK HARTSFIELD ELEMENTARY	\$0	\$0	\$0	\$0	\$71,781	\$71,781	Yes
Drainage; PE fields	SPRINGWOOD ELEMENTARY	\$0	\$0	\$0	\$0	\$159,596	\$159,596	No
Correct Drainage, covered walkway	CHAIRES ELEMENTARY	\$0	\$0	\$0	\$156,404	\$0	\$156,404	Yes
Water piping to include upgrade to sewer main	ELIZABETH COBB MIDDLE	\$0	\$0	\$344,728	\$0	\$0	\$344,728	Yes
PE Fields	AMOS P GODBY SENIOR HIGH	\$0	\$119,728	\$0	\$0	\$40,243	\$159,971	Yes
Overhead water piping and plumbing fixtures	GRIFFIN MIDDLE	\$0	\$0	\$0	\$143,562	\$0	\$143,562	Yes
Develop access; drainage; PE fields; covered walks	SWIFT CREEK MIDDLE	\$0	\$0	\$0	\$0	\$100,000	\$100,000	Yes
Drainage; PE Fields	JAMES RICKARDS SENIOR HIGH	\$0	\$0	\$0	\$0	\$70,000	\$70,000	Yes
PE Fields	FAIRVIEW MIDDLE	\$0	\$0	\$0	\$0	\$35,890	\$35,890	Yes
Drainage; bus loop	LILLIAN RUEDIGER ELEMENTARY	\$0	\$0	\$0	\$0	\$85,942	\$85,942	Yes
Re-roof	FOOD SERVICES FACILITY	\$800,000	\$0	\$0	\$0	\$0	\$800,000	Yes
Drainage; site development	CANOPY OAKS ELEMENTARY	\$0	\$0	\$0	\$0	\$159,596	\$159,596	Yes
Upgrade regional fields	LAWTON M CHILES SENIOR HIGH	\$0	\$39,742	\$0	\$0	\$0	\$39,742	No
drainage; bus loop, fencing	SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW)	\$0	\$103,676	\$0	\$0	\$0	\$103,676	Yes
Computer workstations	TECHNOLOGY AND INFORMATION SERVICES	\$1,311,100	\$400,000	\$400,000	\$400,000	\$400,000	\$2,911,100	Yes
Renovate Campus	FORT BRADEN SCHOOL (NEW)	\$0	\$0	\$0	\$4,000,000	\$0	\$4,000,000	Yes
Bldgs 1, 2, 3, 4, 5, 6 and 9 - Renovate	KILLEARN LAKES ELEMENTARY	\$0	\$1,447,116	\$0	\$0	\$0	\$1,447,116	Yes
Security System: Exterior Doors	FRANK HARTSFIELD ELEMENTARY	\$0	\$35,890	\$0	\$0	\$0	\$35,890	Yes
Contingency	Location not specified	\$1,213,889	\$0	\$0	\$0	\$0	\$1,213,889	Yes

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21st Century Classrooms	Location not specified	\$384,566	\$384,566	\$384,566	\$384,566	\$384,566	\$1,922,830	Yes
Re-roof Buildings 1 & 3	PINEVIEW ELEMENTARY	\$600,000	\$0	\$0	\$0	\$0	\$600,000	Yes
Re-roof Buildings 1, 2, 3, 4, 5, 8, 9, 10	ELIZABETH COBB MIDDLE	\$2,750,000	\$0	\$0	\$0	\$0	\$2,750,000	Yes
Gym Floor Replacement	FAIRVIEW MIDDLE	\$200,000	\$0	\$0	\$0	\$0	\$200,000	Yes
Box Truck	PROPERTY MANAGEMENT WAREHOUSE	\$56,300	\$0	\$0	\$0	\$0	\$56,300	Yes
Fire Alarm	FOOD SERVICES FACILITY	\$50,000	\$0	\$0	\$0	\$0	\$50,000	Yes
Fire Alarm	SPRINGWOOD ELEMENTARY	\$180,000	\$0	\$0	\$0	\$0	\$180,000	Yes
Sound System - Title IX	AMOS P GODBY SENIOR HIGH	\$15,000	\$0	\$0	\$0	\$0	\$15,000	Yes
Fiberglass poles breaking down	CHAIRES ELEMENTARY	\$35,000	\$0	\$0	\$0	\$0	\$35,000	Yes
Replace Generator	GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	\$65,000	\$0	\$0	\$0	\$0	\$65,000	Yes
Pole lights	FORT BRADEN SCHOOL (NEW)	\$40,000	\$0	\$0	\$0	\$0	\$40,000	Yes
Parking Lot Lights	GILCHRIST ELEMENTARY	\$30,000	\$0	\$0	\$0	\$0	\$30,000	Yes
Re-pipe	KILLEARN LAKES ELEMENTARY	\$35,000	\$0	\$0	\$0	\$0	\$35,000	Yes
Poles need replacing	KILLEARN LAKES ELEMENTARY	\$30,000	\$0	\$0	\$0	\$0	\$30,000	Yes
Replace lights located at bus pickup	JAMES RICKARDS SENIOR HIGH	\$10,000	\$0	\$0	\$0	\$0	\$10,000	Yes
Replace site lighting to LED	LILLIAN RUEDIGER ELEMENTARY	\$25,000	\$0	\$0	\$0	\$0	\$25,000	Yes
Replace DX units in Building 4	GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	\$50,000	\$0	\$0	\$0	\$0	\$50,000	Yes
Replace Ceiling Tiles in Building 3	GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	\$25,000	\$0	\$0	\$0	\$0	\$25,000	Yes
Time Out Padded Room	GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	\$20,000	\$0	\$0	\$0	\$0	\$20,000	Yes
Re-roof Building 10	LILLIAN RUEDIGER ELEMENTARY	\$50,000	\$0	\$0	\$0	\$0	\$50,000	Yes
Replace site lighting	CENTER FOR COMMUNITY EDUCATION	\$10,000	\$0	\$0	\$0	\$0	\$10,000	Yes
Cafeteria Knee Wall for flooding	FAIRVIEW MIDDLE	\$25,000	\$0	\$0	\$0	\$0	\$25,000	Yes
Fire Alarm	CHAIRES ELEMENTARY	\$180,000	\$0	\$0	\$0	\$0	\$180,000	Yes
		\$10,169,855	\$37,323,842	\$33,244,801	\$30,736,862	\$27,070,735	\$138,546,095	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2016 - 2017 Satis. Stu. Sta.	Actual 2016 - 2017 FISH Capacity	Actual 2015 - 2016 COFTE	# Class Rooms	Actual Average 2016 - 2017 Class Size	Actual 2016 - 2017 Utilization	New Stu. Capacity	New Rooms to be Added/Re moved	Projected 2020 - 2021 COFTE	Projected 2020 - 2021 Utilization	Projected 2020 - 2021 Class Size
LEON SENIOR HIGH	2,033	1,931	2,022	84	24	105.00 %	-182	-8	2,016	115.00 %	27
KATE SULLIVAN ELEMENTARY	891	891	827	47	18	93.00 %	-18	-1	868	99.00 %	19
ELIZABETH COBB MIDDLE	1,038	934	868	48	18	93.00 %	-22	-1	871	96.00 %	19
FRANK HARTSFIELD ELEMENTARY	651	651	431	35	12	66.00 %	-36	-2	452	73.00 %	14
JAMES RICKARDS SENIOR HIGH	1,775	1,686	1,265	75	17	75.00 %	-875	-30	745	92.00 %	17
R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	382	382	34	19	2	9.00 %	-78	-4	35	12.00 %	2
SABAL PALM ELEMENTARY	749	749	543	40	14	72.00 %	-22	-1	570	78.00 %	15
SCHOOL FOR APPLIED INDIVIDUAL LEARNING- SAIL (NEW)	557	557	369	23	16	66.00 %	0	0	387	69.00 %	17
LILLIAN RUEDIGER ELEMENTARY	651	651	486	35	14	75.00 %	-40	-2	510	83.00 %	15
AUGUSTA RAA MIDDLE	1,191	1,071	883	54	16	82.00 %	-120	-6	927	97.00 %	19
CHAIRES ELEMENTARY PRE-KINDERGARTEN	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
WOODVILLE ELEMENTARY	653	653	412	34	12	63.00 %	0	0	600	92.00 %	18
FORT BRADEN ELEMENTARY (OLD)	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
CONCORD ELEMENTARY	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
AMOS P GODBY SENIOR HIGH	1,767	1,678	1,229	73	17	73.00 %	0	0	1,291	77.00 %	18
OAK RIDGE ELEMENTARY	713	713	505	38	13	71.00 %	-18	-1	530	76.00 %	14
SECOND CHANCE SCHOOL	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
SAIL (OLD)	155	0	0	12	0	0.00 %	-155	-12	0	0.00 %	0
GRIFFIN MIDDLE	587	528	508	26	20	96.00 %	0	0	533	101.00 %	21
JOHN C RILEY ELEMENTARY	663	663	570	35	16	86.00 %	-54	-3	598	98.00 %	19
FRANK R NIMS MIDDLE	1,037	933	434	45	10	46.00 %	0	0	455	49.00 %	10
PINEVIEW ELEMENTARY	667	667	358	37	10	54.00 %	0	0	376	56.00 %	10

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LEWIS M LIVELY TECHNICAL CENTER	999	1,198	93	62	2	8.00 %	-21	-1	98	8.00 %	2
GILCHRIST ELEMENTARY	1,229	1,229	1,030	64	16	84.00 %	-288	-14	990	105.00 %	20
BELLE VUE MIDDLE	913	0	0	41	0	0.00 %	0	0	0	0.00 %	0
ASTORIA PARK ELEMENTARY	699	699	580	37	16	83.00 %	-54	-3	609	94.00 %	18
GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	371	371	182	36	5	49.00 %	-20	-2	191	54.00 %	6
WALTER T MOORE JR ELEMENTARY	713	713	613	38	16	86.00 %	-22	-1	644	93.00 %	17
SEALEY ELEMENTARY	677	677	502	36	14	74.00 %	-109	-6	527	93.00 %	18
APALACHEE ELEMENTARY	676	676	608	36	17	90.00 %	-58	-3	600	97.00 %	18
FAIRVIEW MIDDLE	973	875	807	47	17	92.00 %	-788	-36	90	103.00 %	8
P A C E CENTER	263	263	46	24	2	18.00 %	-263	-24	0	0.00 %	0
KILLEARN LAKES ELEMENTARY	1,017	1,017	821	54	15	81.00 %	-58	-3	862	90.00 %	17
CHAIRES ELEMENTARY	717	717	455	40	11	63.00 %	0	0	478	67.00 %	12
SPRINGWOOD ELEMENTARY	735	735	665	39	17	90.00 %	-146	-7	590	100.00 %	18
DESOTO TRAIL ELEMENTARY	823	823	653	43	15	79.00 %	-18	-1	686	85.00 %	16
BUCK LAKE ELEMENTARY	931	931	659	49	13	71.00 %	-62	-3	692	80.00 %	15
DEERLAKE MIDDLE	1,261	1,134	932	54	17	82.00 %	0	0	1,069	94.00 %	20
FORT BRADEN SCHOOL (NEW)	936	842	781	45	17	93.00 %	-36	-2	790	98.00 %	18
LINCOLN SENIOR HIGH	2,261	2,147	2,052	96	21	96.00 %	-132	-6	2,155	107.00 %	24
CENTER FOR COMMUNITY EDUCATION	473	709	0	21	0	0.00 %	0	0	0	0.00 %	0
HAWKS RISE ELEMENTARY	964	964	845	51	17	88.00 %	-36	-2	887	96.00 %	18
LAWTON M CHILES SENIOR HIGH	2,046	1,943	1,986	83	24	102.00 %	-50	-2	2,086	110.00 %	26
SWIFT CREEK MIDDLE	1,049	944	725	47	15	77.00 %	0	0	761	81.00 %	16
CANOPY OAKS ELEMENTARY	742	742	682	39	17	92.00 %	0	0	716	96.00 %	18
ROBERTS ELEMENTARY	1,034	1,034	808	56	14	78.00 %	-36	-2	849	85.00 %	16
MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	492	492	385	25	15	78.00 %	-145	-7	385	111.00 %	21
BOND ELEMENTARY SCHOOL	826	826	650	44	15	79.00 %	-36	-2	683	86.00 %	16
ACADEMIC RESOURCE CENTER	120	0	0	10	0	0.00 %	-120	-10	0	0.00 %	0
ACADEMY OF ACADEMICS AND TECHNOLOGY	186	0	0	12	0	0.00 %	-186	-12	0	0.00 %	0

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MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	1,019	1,019	836	55	15	82.00 %	-152	-8	877	101.00 %	19
WILLIAM J MONTFORD III MIDDLE SCHOOL	1,176	1,058	1,019	51	20	96.00 %	-44	-2	970	96.00 %	20
	42,481	40,116	31,156	2,095	15	77.67 %	-4,500	-230	31,049	87.18 %	17

The COFTE Projected Total (31,049) for 2020 - 2021 must match the Official Forecasted COFTE Total (31,048) for 2020 - 2021 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2020 - 2021	
Elementary (PK-3)	9,799
Middle (4-8)	11,776
High (9-12)	9,474
	31,048

Grade Level Type	Balanced Projected COFTE for 2020 - 2021
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	31,049

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	Year 5 Total
WILLIAM J MONTFORD III MIDDLE SCHOOL	2	0	0	0	0	2
MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	8	0	0	0	0	8
BOND ELEMENTARY SCHOOL	2	0	0	0	0	2
MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	0	8	0	0	0	8
ROBERTS ELEMENTARY	4	0	0	0	0	4
SWIFT CREEK MIDDLE	1	0	0	0	0	1
LAWTON M CHILES SENIOR HIGH	0	4	0	0	0	4
HAWKS RISE ELEMENTARY	4	0	0	0	0	4
CENTER FOR COMMUNITY EDUCATION	0	3	0	0	0	3
LINCOLN SENIOR HIGH	4	3	0	0	0	7
FORT BRADEN SCHOOL (NEW)	2	0	0	0	0	2
DEERLAKE MIDDLE	2	0	0	0	0	2
BUCK LAKE ELEMENTARY	4	3	0	0	0	7
DESOTO TRAIL ELEMENTARY	1	0	0	0	0	1
SPRINGWOOD ELEMENTARY	4	3	0	0	0	7
KILLEARN LAKES ELEMENTARY	3	2	0	0	0	5

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P A C E CENTER	0	0	0	27	0	27
FAIRVIEW MIDDLE	3	2	0	0	0	5
APALACHEE ELEMENTARY	3	0	0	0	0	3
SEALEY ELEMENTARY	3	2	0	0	0	5
WALTER T MOORE JR ELEMENTARY	1	0	0	0	0	1
GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	3	0	0	0	0	3
ASTORIA PARK ELEMENTARY	3	0	0	0	0	3
GILCHRIST ELEMENTARY	8	8	0	0	0	16
LEWIS M LIVELY TECHNICAL CENTER	2	0	0	0	0	2
FRANK R NIMS MIDDLE	2	0	0	0	0	2
JOHN C RILEY ELEMENTARY	3	0	0	0	0	3
SAIL (OLD)	2	0	0	0	0	2
SECOND CHANCE SCHOOL	4	0	0	0	0	4
OAK RIDGE ELEMENTARY	1	0	0	0	0	1
AMOS P GODBY SENIOR HIGH	4	0	0	0	0	4
AUGUSTA RAA MIDDLE	6	0	0	0	0	6
LILLIAN RUEDIGER ELEMENTARY	3	0	0	0	0	3
SABAL PALM ELEMENTARY	2	0	0	0	0	2
R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	1	0	0	0	0	1
JAMES RICKARDS SENIOR HIGH	0	7	0	0	0	7
FRANK HARTSFIELD ELEMENTARY	2	0	0	0	0	2
ELIZABETH COBB MIDDLE	1	0	0	0	0	1
KATE SULLIVAN ELEMENTARY	2	1	0	0	0	3
LEON SENIOR HIGH	2	2	2	4	0	10
Total Relocatable Replacements:	102	48	2	31	0	183

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2020 - 2021
Arts and Sciences	20	PRIVATE	1999	400	385	10	423
Imagine School at Evening rose	33	PRIVATE	2008	602	187	1	728
Governor's Charter Academy	45	PRIVATE	2012	1,015	710	1	1,099
School of Arts and Sciences Center	8	PRIVATE	2015	245	200	3	350

LEON COUNTY SCHOOL DISTRICT

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Tallahassee School of Math and Science	22	PRIVATE	2015	474	395	3	600
	128			2,736	1,877		3,200

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
PINEVIEW ELEMENTARY	Educational	0	1	0	0	0	1
BELLE VUE MIDDLE	Educational	0	39	0	6	0	45
SWIFT CREEK MIDDLE	Educational	0	2	0	1	0	3
ROBERTS ELEMENTARY	Educational	1	1	0	1	0	3
CENTER FOR COMMUNITY EDUCATION	Educational	0	0	1	0	0	1
AMOS P GODBY SENIOR HIGH	Educational	0	0	4	0	0	4
OAK RIDGE ELEMENTARY	Educational	0	2	0	0	0	2
SECOND CHANCE SCHOOL	Educational	0	0	0	3	0	3
SAIL (OLD)	Educational	0	0	5	9	0	14
SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW)	Educational	0	0	1	0	0	1
AUGUSTA RAA MIDDLE	Educational	0	1	0	0	0	1
ELIZABETH COBB MIDDLE	Educational	0	1	0	0	0	1
R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	Educational	9	10	0	0	0	19
SABAL PALM ELEMENTARY	Educational	3	4	0	2	0	9
BOND ELEMENTARY SCHOOL	Educational	0	1	0	0	0	1
ACADEMIC RESOURCE CENTER	Educational	0	0	0	10	0	10
DEERLAKE MIDDLE	Educational	0	2	0	0	0	2
LINCOLN SENIOR HIGH	Educational	0	0	9	0	0	9
MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	Educational	1	6	4	1	5	17
P A C E CENTER	Educational	0	0	0	4	0	4
KILLEARN LAKES ELEMENTARY	Educational	1	0	0	0	0	1
CHAIRES ELEMENTARY	Educational	1	1	0	2	0	4
DESOTO TRAIL ELEMENTARY	Educational	1	0	0	0	0	1
ASTORIA PARK ELEMENTARY	Educational	1	0	0	0	0	1
APALACHEE ELEMENTARY	Educational	0	1	0	0	0	1

LEON COUNTY SCHOOL DISTRICT

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FAIRVIEW MIDDLE	Educational	0	1	0	0	0	1
Total Educational Classrooms:		18	73	24	39	5	159

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
FRANK R NIMS MIDDLE	Co-Teaching	0	10	0	0	0	10
PINEVIEW ELEMENTARY	Co-Teaching	0	32	0	0	0	32
SWIFT CREEK MIDDLE	Co-Teaching	0	13	0	0	0	13
CANOPY OAKS ELEMENTARY	Co-Teaching	4	2	0	0	0	6
HAWKS RISE ELEMENTARY	Co-Teaching	4	2	0	1	0	7
AMOS P GODBY SENIOR HIGH	Co-Teaching	0	0	1	0	0	1
OAK RIDGE ELEMENTARY	Co-Teaching	0	0	0	1	0	1
GRIFFIN MIDDLE	Co-Teaching	0	6	0	0	0	6
AUGUSTA RAA MIDDLE	Co-Teaching	0	32	0	0	0	32
KATE SULLIVAN ELEMENTARY	Co-Teaching	4	2	0	0	0	6
ELIZABETH COBB MIDDLE	Co-Teaching	0	8	0	0	0	8
DEERLAKE MIDDLE	Co-Teaching	0	4	0	0	0	4
FORT BRADEN SCHOOL (NEW)	Co-Teaching	0	0	0	1	0	1
CHAIRES ELEMENTARY	Co-Teaching	1	1	0	6	0	8
FAIRVIEW MIDDLE	Co-Teaching	0	1	0	0	0	1
WILLIAM J MONTFORD III MIDDLE SCHOOL	Co-Teaching	0	0	0	1	0	1
Total Co-Teaching Classrooms:		13	113	1	10	0	137

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Not Specified

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan? No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

LEON COUNTY SCHOOL DISTRICT

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List the net new classrooms added in the 2015 - 2016 fiscal year.					List the net new classrooms to be added in the 2016 - 2017 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2016 - 2017 should match totals in Section 15A.			
Location	2015 - 2016 # Permanent	2015 - 2016 # Modular	2015 - 2016 # Relocatable	2015 - 2016 Total	2016 - 2017 # Permanent	2016 - 2017 # Modular	2016 - 2017 # Relocatable	2016 - 2017 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	5 Year Average
JOHN C RILEY ELEMENTARY	54	0	0	0	0	11
FRANK R NIMS MIDDLE	0	0	0	0	0	0
PINEVIEW ELEMENTARY	0	0	0	0	0	0
LEWIS M LIVELY TECHNICAL CENTER	21	0	0	0	0	4
GILCHRIST ELEMENTARY	288	144	0	0	0	86
BELLE VUE MIDDLE	0	0	0	0	0	0
LAWTON M CHILES SENIOR HIGH	50	50	0	0	0	20
SWIFT CREEK MIDDLE	0	0	0	0	0	0
CANOPY OAKS ELEMENTARY	0	0	0	0	0	0
ROBERTS ELEMENTARY	54	0	0	0	0	11
CENTER FOR COMMUNITY EDUCATION	0	0	0	0	0	0
HAWKS RISE ELEMENTARY	36	0	0	0	0	7
AMOS P GODBY SENIOR HIGH	0	0	0	0	0	0
OAK RIDGE ELEMENTARY	18	0	0	0	0	4
SECOND CHANCE SCHOOL	0	0	0	0	0	0
SAIL (OLD)	40	0	0	0	0	8
GRIFFIN MIDDLE	0	0	0	0	0	0
SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW)	0	0	0	0	0	0
LILLIAN RUEDIGER ELEMENTARY	40	0	0	0	0	8
AUGUSTA RAA MIDDLE	120	0	0	0	0	24
CHAIRES ELEMENTARY PRE-KINDERGARTEN	0	0	0	0	0	0
WOODVILLE ELEMENTARY	110	0	0	0	0	22

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KATE SULLIVAN ELEMENTARY	68	18	0	0	0	17
ELIZABETH COBB MIDDLE	22	0	0	0	0	4
FRANK HARTSFIELD ELEMENTARY	36	0	0	0	0	7
JAMES RICKARDS SENIOR HIGH	70	70	0	0	0	28
R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	22	0	0	0	0	4
SABAL PALM ELEMENTARY	22	0	0	0	0	4
BOND ELEMENTARY SCHOOL	36	0	0	0	0	7
ACADEMIC RESOURCE CENTER	0	0	0	0	0	0
ACADEMY OF ACADEMICS AND TECHNOLOGY	0	0	0	0	0	0
LEON SENIOR HIGH	232	150	50	0	0	86
DEERLAKE MIDDLE	0	0	0	0	0	0
FORT BRADEN SCHOOL (NEW)	36	0	0	0	0	7
LINCOLN SENIOR HIGH	132	32	0	0	0	33
MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	145	145	0	0	0	58
P A C E CENTER	263	100	100	100	0	113
KILLEARN LAKES ELEMENTARY	58	0	0	0	0	12
CHAIRES ELEMENTARY	0	0	0	0	0	0
SPRINGWOOD ELEMENTARY	146	100	36	0	0	56
DESOTO TRAIL ELEMENTARY	36	0	0	0	0	7
BUCK LAKE ELEMENTARY	142	36	0	0	0	36
ASTORIA PARK ELEMENTARY	54	0	0	0	0	11
GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	20	0	0	0	0	4
WALTER T MOORE JR ELEMENTARY	22	0	0	0	0	4
SEALEY ELEMENTARY	109	54	36	0	0	40
APALACHEE ELEMENTARY	58	0	0	0	0	12
FAIRVIEW MIDDLE	88	44	0	0	0	26
MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	152	0	0	0	0	30
WILLIAM J MONTFORD III MIDDLE SCHOOL	44	0	0	0	0	9
FORT BRADEN ELEMENTARY (OLD)	0	0	0	0	0	0
CONCORD ELEMENTARY	0	0	0	0	0	0

Totals for LEON COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	2,844	943	222	100	0	822
Total number of COFTE students projected by year.	31,369	31,283	31,174	31,053	31,048	31,185
Percent in relocatables by year.	9 %	3 %	1 %	0 %	0 %	3 %

LEON COUNTY SCHOOL DISTRICT

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Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2016 - 2017	FISH Student Stations	Owner	# of Leased Classrooms 2020 - 2021	FISH Student Stations
DEERLAKE MIDDLE	0	0	Wms. Scotsman / Modspace / M Space	0	0
DESOTO TRAIL ELEMENTARY	1	18	William Scotsman	0	0
P A C E CENTER	1	25	William Scotsman	0	0
CONCORD ELEMENTARY	0	0		0	0
AMOS P GODBY SENIOR HIGH	0	0		0	0
OAK RIDGE ELEMENTARY	0	0	William Scotsman	0	0
SECOND CHANCE SCHOOL	0	0		0	0
SAIL (OLD)	0	0		0	0
SABAL PALM ELEMENTARY	0	0		0	0
SCHOOL FOR APPLIED INDIVIDUAL LEARNING-SAIL (NEW)	0	0		0	0
LILLIAN RUEDIGER ELEMENTARY	0	0		0	0
AUGUSTA RAA MIDDLE	3	54	William Scotsman	0	0
CHAIRES ELEMENTARY PRE-KINDERGARTEN	0	0		0	0
WOODVILLE ELEMENTARY	0	0		0	0
KILLEARN LAKES ELEMENTARY	0	0		0	0
CHAIRES ELEMENTARY	0	0		0	0
SPRINGWOOD ELEMENTARY	0	0	William Scotsman	0	0
BELLE VUE MIDDLE	0	0		0	0
ASTORIA PARK ELEMENTARY	0	0		0	0
GRETCHEN EVERHART TRAINABLE MENTALLY HANDICAP CENT	0	0		0	0
WALTER T MOORE JR ELEMENTARY	0	0		0	0
SEALEY ELEMENTARY	0	0		0	0
APALACHEE ELEMENTARY	0	0		0	0
GRIFFIN MIDDLE	0	0		0	0
JOHN C RILEY ELEMENTARY	3	54	William Scotsman	0	0
FRANK R NIMS MIDDLE	0	0		0	0
PINEVIEW ELEMENTARY	0	0		0	0
LEWIS M LIVELY TECHNICAL CENTER	0	0		0	0
GILCHRIST ELEMENTARY	0	0		0	0

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FORT BRADEN ELEMENTARY (OLD)	0	0		0	0
LEON SENIOR HIGH	0	0		0	0
KATE SULLIVAN ELEMENTARY	0	0		0	0
ELIZABETH COBB MIDDLE	0	0		0	0
FRANK HARTSFIELD ELEMENTARY	0	0		0	0
JAMES RICKARDS SENIOR HIGH	0	0		0	0
R.N. GOODEN/NANCY RUSSELL CENTER AT WESSON	0	0		0	0
MICHAEL J CONLEY ELEMENTARY SCHOOL AT SOUTHWOOD	0	0		0	0
WILLIAM J MONTFORD III MIDDLE SCHOOL	2	44	William Scotsman	0	0
BOND ELEMENTARY SCHOOL	0	0		0	0
ACADEMIC RESOURCE CENTER	0	0		0	0
ACADEMY OF ACADEMICS AND TECHNOLOGY	0	0		0	0
LAWTON M CHILES SENIOR HIGH	0	0		0	0
SWIFT CREEK MIDDLE	0	0		0	0
CANOPY OAKS ELEMENTARY	0	0		0	0
ROBERTS ELEMENTARY	1	18	William Scotsman	0	0
MEHRDAD 'PEPPER' GHAZVINI LEARNING CENTER	0	0		0	0
CENTER FOR COMMUNITY EDUCATION	0	0		0	0
HAWKS RISE ELEMENTARY	0	0		0	0
BUCK LAKE ELEMENTARY	0	0		0	0
FORT BRADEN SCHOOL (NEW)	0	0	William Scotsman	0	0
LINCOLN SENIOR HIGH	0	0		0	0
FAIRVIEW MIDDLE	0	0	William Scotsman	0	0
	11	213		0	0

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The current Educational Plant Survey for Leon District schools indicates that class size reduction targets can be achieved through a combination of new classroom construction at existing schools, promoting magnet programs at selected schools, and redistricting.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

The current Educational Plant Survey for Leon District schools recommends...

Spot survey 4.5 (not yet approved by DOE) recommends that we discontinue use of the PACE campus and transfer students into Fairview Middle.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2015 - 2016 FISH Capacity	Actual 2015 - 2016 COFTE	Actual 2015 - 2016 Utilization	Actual 2016 - 2017 / 2025 - 2026 new Student Capacity to be added/removed	Projected 2025 - 2026 COFTE	Projected 2025 - 2026 Utilization
Elementary - District Totals	18,822	18,822	14,570.81	77.41 %	0	0	0.00 %
Middle - District Totals	9,248	8,319	6,955.93	83.62 %	0	0	0.00 %
High - District Totals	9,882	9,385	8,554.68	91.16 %	0	0	0.00 %
Other - ESE, etc	4,529	3,590	1,075.04	29.94 %	0	0	0.00 %
	42,481	40,116	31,156.46	77.67 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

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Ten-Year Infrastructure Planning**Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).**

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2015 - 2016 FISH Capacity	Actual 2015 - 2016 COFTE	Actual 2015 - 2016 Utilization	Actual 2016 - 2017 / 2035 - 2036 new Student Capacity to be added/removed	Projected 2035 - 2036 COFTE	Projected 2035 - 2036 Utilization
Elementary - District Totals	18,822	18,822	14,570.81	77.41 %	0	0	0.00 %
Middle - District Totals	9,248	8,319	6,955.93	83.62 %	0	0	0.00 %
High - District Totals	9,882	9,385	8,554.68	91.16 %	0	0	0.00 %
Other - ESE, etc	4,529	3,590	1,075.04	29.94 %	0	0	0.00 %
	42,481	40,116	31,156.46	77.67 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 13, 2016, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2030 TALLAHASSEE/LEON COUNTY COMPREHENSIVE PLAN; UPDATING CAPITAL IMPROVEMENTS ELEMENT POLICY 1.2.8; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 426
Tallahassee, Florida 32301

Advertise: December 2, 2016